

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book

June 13, 2022

Regular Meeting No. 666

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**Lake Land College
Board of Trustees
District No. 517**

Engaging minds, changing lives, through the power of learning.



Regular Meeting No. 666
Monday, June 13, 2022, 6:00 p.m.
Board and Administration Center, Room 011, Mattoon

Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Items.

(Any one member may remove an item from the consent item list simply by requesting the Chair to do so. Items removed will be discussed and voted immediately following passage of the consent item.)

1. Approval of Minutes of May 9, 2022, Regular Meeting.
2. Approval of Minutes of May 9, 2022, Closed Session.
3. Approval of Minutes of May 19, 2022 Board Retreat.
4. Approval of Agenda of June 13, 2022, Board of Trustees Meeting.
5. Bills for Payment and Travel Expenses.

For summary and details of bills refer to:

<https://www.lakelandcollege.edu/board-of-trustees/>

II. Hearing of Citizens, Faculty and Staff.

III. Committee Reports.

A. ICCTA/Legislative	Ms. Denise Walk Mr. Gary Cadwell
B. Resource & Development	Mr. Gary Cadwell
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Kevin Curtis
E. Foundation	Mr. Tom Wright
F. Student Report	Ms. Maggie Kelly
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Inclusion and Diversity Education Committee Updates.	
2. Dean of Workforce Solutions and Community Education Updates.	
3. Calendar of Events.	24-25

B. Action Items.

	Board Book Page Number(s)
1. Acceptance of April 2022 Financial Statements.	26-31
2. Delegation of Authority to President to Provide or Secure Education Services.	32
3. Approval of Resolution No. 0622-009 Authorizing Treasurer to Transfer Interest Earned from Working Cash.	33-35
4. Approval of Resolution No. 0622-010 Authorizing Treasurer to Invest Funds.	36-38
5. Approval of RAMP Document.	39-55
6. Approval of ICCB Program Review Report.	56-57
7. Approval of FY 2023 Base Salary Schedule, Excluding Correctional Centers.	58-59
8. Approval of Purchase of Printer and Related Service Agreement.	60-67
9. Approval of Bid for LiveArc Welding Performance Management System.	68-69

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|---|---------|
| 10. Approval of Resolution No. 0622-011: | 70-82 |
| Resolution setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds in a principal amount not to exceed \$17,000,000 for the purpose of paying claims against the District, and directing that notice of such intention be published as provided by law. | |
| 11. Approval of Resolution No. 0622-012: | 83-92 |
| Resolution calling a public hearing concerning the intent of the Board of Trustees of the District to sell \$17,000,000 general obligation funding bonds. | |
| 12. Acceptance of the ICCB Early Childhood Education Grant Award. | 93 |
| 13. Approval of Lease Agreement with Local Workforce Innovation Area 23. | 94-97 |
| 14. Approval of Educational Services Contracts with the Illinois Department of Juvenile Justice (IDJJ). | |
| 15. Approval of Kluthe Center Roof Replacement Project. | 98-99 |
| 16. Approval of Real Estate Purchase and Sale Agreement for 30.1 Acres of Property Directly Adjacent to the North Side of the College's Main Campus. | 100-109 |
| 17. Release or Non-Release of Closed Session Minutes. | |
| 18. Approval of Human Resources Report. | 110-112 |

V. Other Business. (Non-action)**VI. Adjournment.**

**Lake Land College
Board of Trustees
District No. 517**



Regular Board Meeting No. 665
Board and Administration Center, Room 011
Mattoon, IL
May 9, 2022

Minutes

Call to Order.

Chair Sullivan called the May 9, 2022, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon, IL.

Chair Sullivan announced the Board would remove from the agenda action item #11 – Approval of MOU with Lake Land College Custodial Association.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis; Ms. Doris Reynolds; Mr. Dave Storm; Mr. Mike Sullivan, Chair; Ms. Denise Walk; Mr. Thomas Wright, Secretary and Student Trustee Maggie Kelly.

Trustees Absent: None.

Others Participating via Telephonic or Electronic Means: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Jean Anne Highland, Chief of Staff; Ms. Seirra Laughunn, Executive Assistant to the President's Office; Ms. Valerie Lynch, Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; and members of the staff.

Approval of Consent Items.

Trustee Walk moved and Trustee Storm seconded to approve the following consent items:

1. Approval of Minutes of April 18, 2022, Regular Meeting.
2. Approval of Minutes of April 18, 2022, Closed Session Meeting.
3. Approval of Agenda of May 9, 2022, Board of Trustees Meeting.

4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.

The following is a summary by funds:

Education Fund	\$	286,798.94
Building Fund	\$	51,930.28
Site & Construction Fund	\$	-
Bond & Interest Fund	\$	-
Auxiliary Services Fund	\$	56,243.84
Restricted Purposes Fund	\$	665,000.28
Working Cash Fund	\$	-
Audit Fund	\$	-
Liability Insurance Fund	\$	244,455.62
Student Accts Receivables	\$	149,375.88
Total	\$	1,453,804.84

For a summary of trustee travel reimbursement and details of bills refer to:
<https://www.lakelandcollege.edu/board-of-trustees/>

5. Destruction of Tape Recording of November 9, 2020, Closed Session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Walk said that she and several others from the college are looking forward to attending the upcoming ICCTA annual convention in Chicago on June 10 and 11, 2022.

Resource & Development.

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Trustee Cadwell, Committee Chair, said the Committee met recently and items will be discussed later in the meeting per the agenda.

Finance.

Trustee Storm, Committee Chair, said the Committee did not meet.

Buildings & Site.

Trustee Curtis, Committee Chair, said the Committee did not meet.

Foundation.

Trustee Wright highlighted the following information and said this was provided by Ms. Christina Donsbach, Executive Director for College Advancement:

- The Foundation kicked off our FY23 Employee Giving Campaign on May 4th by partnering with Homewood Grill to provide free ice cream to employees! The College Advancement team also visited divisional meetings in April and May to share ways to participate and answer questions.
- A new donor software was approved during the April 25th Foundation Board meeting which was a priority development from the Board retreat last summer. Over the upcoming months, the Foundation team will be working to implement Blackbaud Raiser's Edge NXT. There is a search underway to hire for our Donor Information & Database Coordinator position which is currently vacant.
- Please join us for an Open House celebrating our newest Foundation & Alumni Center and Workforce Development Center on Thursday, June 30, 2022.

Student Report.

Student Trustee Maggie Kelly reported that SGA held a successful blood drive and the Student Recognition Banquet in April. She said the SGA also held a well-attended Spring Carnival on May 4 at which the College Advancement office provided free ice cream.

President's Report.

- Lake Land received a payment of \$1,109,630 in April from the Illinois Department of Corrections (IDOC) and \$73,087 from the Illinois Department of Juvenile Justice (IDJJ) toward the FY2022 outstanding balance. A total of \$359,917 remains outstanding for IDOC and \$38,034 for IDJJ.
- In April, the College received payments from the State of Illinois for FY 2022 credit hour reimbursement of \$947,152 and equalization payments of \$505,251. A balance of \$640,234 remains outstanding for credit hour reimbursement and \$1.0 million for equalization.

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- With the passage of the FY 2023 State of Illinois budget, the College received \$318,850 in supplemental funds for FY 2022 credit hour reimbursement and \$192,640 in supplemental funds for FY 2022 equalization funding.
- The College received no property tax payments in April.

Business Items.

Non-action Items.

CTS Energy Savings Update.

Representatives from Veregy, formerly the CTS Group, of St. Louis, Missouri, provided an annual report of the College's realized energy savings resulting from their collaborations with the College.

Faculty Focus on Advancing Student Success – Livestock Judging Team.

Mr. Hayden Wilder, Agriculture Instructor and Judging Team Coach, highlighted multiple accomplishments this past year of the 2021-2022 Livestock Judging Team. Mr. Wilder thanked the trustees for their continued support in order to continue to recruit and support the program.

Appointment of Board Committees.

In accordance with Board Policy 02.08 – *Committees of the Board*, Chair Sullivan appointed the following Board committees and Trustee liaisons effective May 10, 2022:

Finance Committee: Dave Storm as Chair, Mike Sullivan as ex-officio, and members Doris Reynolds and Denise Walk.

Resource and Development Committee: Gary Cadwell as Chair, Mike Sullivan as ex-officio, and members Kevin Curtis, Doris Reynolds and Student Trustee Maggie Kelly.

Buildings and Site Committee: Kevin Curtis as Chair, Mike Sullivan as ex-officio, and members Dave Storm and Tom Wright.

Legislative Liaison to ICCTA: Denise Walk as Representative and Gary Cadwell as Alternate.

Lake Land College Foundation Liaison: Tom Wright.

Alumni Association Liaison: Mike Sullivan.

Navigator News Awards.

Ms. Valerie Lynch, Vice President for Student Services, recognized several student members of the *Navigator News* staff who won awards from the Illinois Community College Journalism Association (ICCJA). The annual ICCJA Spring Conference was held at Eastern Illinois University on April 8, 2022.

Calendar of Events.

Trustees reviewed a calendar of upcoming events. Dr. Bullock highlighted Spring Commencement on May 13, the Board Retreat on May 19, and the Open House for the Foundation and Alumni Center and the Workforce Development Center on June 30, 2022.

Action Items.

Acceptance of March 2022 Financial Statements.

Trustees reviewed the March 2022 Financial Statements and heard from Mr. Nuxoll, Vice President for Business Services, who highlighted the Financial Statements and significant variances.

Trustee Storm moved and Trustee Reynolds seconded to approve as presented the March 2022 Financial Statements.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Continued Employment of Grant Funded Employees.

Trustees heard a request from Mr. Nuxoll that the Board approve the sending of honorable termination notices to all permanently grant-funded, full-time and part-time employees of the College and grant authorization to rescind these dismissal letters and reemploy affected personnel if and when contracts are received for these grants. Mr. Nuxoll said this request is based on the uncertain status of the federal and state financial conditions supporting various grants. Trustees learned there are no faculty for whom this provision would apply. Dr. Bullock said that although this is a practice we regret having to enact, the administration feels it is in the College's best interest in the event the anticipated grant funds are not received.

Trustee Curtis moved and Trustee Walk seconded to approve as presented the sending of honorable termination notices to all permanently grant-funded, full-time and part-time employees of the College and grant authorization to rescind these dismissal letters and reemploy affected personnel if and when contracts are received for the various grant programs.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

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Absent: None.

Motion carried.

Approval of Proposed Revisions to Board Policy 03.09 – Quorum of the Board.

Trustees heard a request from President Bullock regarding proposed revisions to the Board Policy 03.09 – *Quorum of the Board*. The proposed Policy revisions were provided to each trustee which clarify that, absent a disaster proclamation by the Governor, the Board will follow the limitations and procedural rules per 5 ILCS 120/7 when a board member requests attendance at a meeting by means other than physical presence (video or audio conference).

Dr. Bullock said this request was submitted as first reading during the April 2022 regular meeting. Since that time, we have received no requests for changes or additions to the proposed policy language.

Trustee Walk moved and Trustee Curtis seconded to approve as presented revisions to Board Policy 03.09 – *Quorum of the Board*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Approval of Bid for Truck for Snow Plow Work.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board award the bid from Morrow Brothers Ford Inc. of Greenfield, Illinois, in the amount of \$56,008 for the purchase of a new 2022 Ford F450 4x4 Super Cab (X4H) Chassis. Mr. Nuxoll provided each trustee with the bid tabulation sheet detailing Morrow Brothers as the sole bidder. He said that if the Board approves this bid, the truck will be properly outfitted to become the College's newest snowplow.

Trustee Storm moved and Trustee Curtis seconded to approve as presented the bid from Morrow Brothers Ford Inc. of Greenfield, Illinois, in the amount of \$56,008 for the purchase of a new 2022 Ford F450 4x4 Super Cab (X4H) Chassis to be outfitted for snowplow work and utilized for other Physical Plant needs.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

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Motion carried.

Approval of Bid for Webb Hall Chiller #2 Repair.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board award the bid from ENTEC Services, Inc. of Mattoon, in the amount of \$24,200, for the Web Hall chiller #2 repair project. Mr. Nuxoll provided each trustee with the bid tabulation sheet detailing that ENTEC Services submitted the lowest of four bids received.

Trustee Walk moved and Trustee Curtis seconded to approve as presented the bid from ENTEC Services, Inc. of Mattoon, in the amount of \$24,200, for the Webb Hall chiller #2 repair project.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Approval of Bid for Luther Student Center Chiller #2 Replacement.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board award the bid from Reliable Plumbing & Heating Company of Champaign, in the amount of \$30,910, for the Luther Student Center chiller #2 replacement project. Mr. Nuxoll provided each trustee with the bid tabulation sheet detailing that Reliable Plumbing & Heating Company submitted the lowest of four bids received.

Trustee Walk moved and Trustee Curtis seconded to approve as presented the bid from Reliable Plumbing & Heating Company of Champaign, in the amount of \$30,910, for the Luther Student Center chiller #2 replacement project.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Approval of 2022-2023 College-Wide Committees.

Trustees heard a recommendation from President Bullock for the Board to approve the list of proposed FY 2023 College-Wide Standing Committees. President Bullock said he respectfully submitted this recommendation per Board Policy 02.09 and following a thorough review of

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each committee's prior year accomplishments, provided to each Trustee, validating the on-going need for each committee included on the recommended list.

Trustee Storm moved and Trustee Reynolds seconded to approve as presented the list of FY 2023 College-Wide Standing Committees.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Approval of Base Salary Increase for Administrative, Supervisory and Support Staff, Excluding Correctional Centers.

Trustees reviewed a recommendation from Mr. Nuxoll for the Board to approve a 5% base salary increase for our administrative, supervisory, and support staff employees, excluding correctional center employees and employees in planned retirement. Mr. Nuxoll said this increase will help address the current inflationary increases in living expenses and the financial pressures these increases have placed on our employees. He said this proposed increase is also consistent with rates outlined in a proposed MOU with our faculty association, which is detailed in an agenda item below.

Trustee Curtis, Resource and Development Chair, said the Committee met recently to review the proposed base salary increase and the Committee's consensus was to approve this recommendation.

Trustee Curtis moved and Trustee Storm seconded to approve as presented a 5% base salary increase for our administrative, supervisory, and support staff employees, excluding correctional center employees and employees in planned retirement.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Approval of MOU with Lake Land College Paraprofessional Association.

Trustees heard a recommendation from Mr. Nuxoll regarding a memorandum of understanding (MOU) with the Lake Land College Paraprofessional Association to provide for specified wage increases and a wage schedule for staff within this bargaining unit. He said the MOU will also

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extend the terms of the contract by two years or through June 30, 2025. Mr. Nuxoll said the proposed pay rate increases and updated wage schedule will help address the current inflationary increases in living expenses and the financial pressures these increases have placed on our employees. Mr. Nuxoll said the Association had voted to approve the MOU.

Trustee Curtis, Resource and Development Chair, said the Committee met recently to review the MOU and the Committee's consensus was to approve this recommendation.

Trustee Curtis moved and Trustee Walk seconded to approve as presented the MOU with the Lake Land College Paraprofessional Association, which addresses specific wage rate increases and a wage schedule for staff within this bargaining unit and extends terms of the contract through June 30, 2025.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Approval of MOU with Lake Land College Faculty Association.

Trustees heard a recommendation from Mr. Nuxoll regarding a memorandum of understanding (MOU) with the Lake Land College Faculty Association to provide for specified wage increases and salary guidelines for staff within this bargaining unit. He said the proposed pay rate increases and updated salary guidelines will help address the current inflationary increases in living expenses and the financial pressures these increases have placed on our employees. Mr. Jon Althaus, Vice President for Academic Services, also highlighted some of the terms of the MOU and said the Faculty Association had voted to approve the MOU.

Trustee Curtis said the Resource and Development Committee met recently to review the MOU and the Committee's consensus was to approve this recommendation.

Trustee Curtis moved and Trustee Reynolds seconded to approve as presented the MOU with the Lake Land College Faculty Association, which addresses specific wage rate increases and updated salary guidelines for staff within this bargaining unit.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

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Approval of Resolution No. 0522-008 authorizing and providing for an Installment Purchase Agreement for the purpose of financing capital improvements in and for the District and for the issue of not to exceed \$16,100,000 General Obligation Debt Certificates (Limited Tax), of the District, evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

Trustees heard a recommendation from Mr. Nuxoll regarding a debt certificate resolution for the above-reference agenda item. He said this is the first step in a months' long process for the College to secure bonding funds for the capital improvement projects recently shared with the Board of Trustees and Buildings and Site Committee in April 2022. Mr. Nuxoll said this recommended motion is presented in collaboration with PMA Securities, the College's financial advisory firm. He said monthly action items will be brought to the Board each month to finalize all legal actions necessary for the College to issue the debt certificate bonds, ideally by this fall. [A full and complete copy of the Resolution is attached to and part of these minutes.]

Trustee Walk moved and Trustee Cadwell seconded to approve as presented Resolution No. 0522-008 authorizing and providing for an Installment Purchase Agreement for the purpose of financing capital improvements in and for the District and for the issue of not to exceed \$16,100,000 General Obligation Debt Certificates (Limited Tax), of the District, evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Motion carried.

Approval of One-Time FY 2022 Budget Purchases.

Trustees heard a recommendation from Mr. Nuxoll requesting the Board approve four one-time FY 2022 budget purchases. Mr. Nuxoll provided details to each Trustee regarding the need for each of the following:

- Purchase from Dell additional graphic cards to help support specific graphically intense products for the College at a cost of \$37,280.
- Purchase 130 zero clients with Windows 10 IoT version to upgrade the College's zero clients in various labs at a cost of \$52,284.30.
- Purchase new Fitness Center equipment from LifeFitness of Franklin Park, IL, at a net cost of \$72,774.

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- Purchase new furniture for multiple campus locations from Office Essentials, a division of Hon, at a cost of \$224,517.

Trustees learned that bids are not required for the above four purchases due to either utilization of a state vendor or the purchase qualifies for the technology exemption per Board Policy 10.22 (4.4).

Trustee Walk moved and Trustee Curtis seconded to approve as presented one-time FY 2022 purchases as follows:

- Purchase from Dell additional graphic cards to help support specific graphically intense products for the College at a cost of \$37,280.
- Purchase 130 zero clients with Windows 10 IoT version to upgrade the College's zero clients in various labs at a cost of \$52,284.30.
- Purchase new Fitness Center equipment from LifeFitness of Franklin Park, IL, at a net cost of \$72,774.
- Purchase new furniture for multiple campus locations from Office Essentials, a division of Hon, at a cost of \$224,517.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Motion carried.

Approval of Real Estate Purchase and Sale Agreement.

Trustees heard a recommendation from President Bullock for the Board to approve the Real Estate Purchase and Sale Agreement, which represents a formal offer to purchase the 30.1 acres of land adjacent to and north of the College's main campus. Dr. Bullock reminded trustees that the administration had discussed the option for purchasing this property with the Board of Trustees during the April 18, 2022, closed session meeting. He said that Mr. Nuxoll has been collaborating with the College's legal counsel to prepare the proposed purchase and sale agreement. He said the agreed-upon purchase price for the property is \$620,000 – the same amount as discussed with the Board in April and the funds will be due and payable to the seller at closing. The legal description for this property is:
 PARADISE FARMLAND PT SE1/4 SEC 02 T11N R07E.

Trustee Reynolds moved and Trustee Storm seconded to approve as presented the Real Estate Purchase and Sale Agreement between the College, as purchaser, and Phillips Investment LLC, of Charleston, as seller, for 30.1 acres of land adjacent to and north of the College's main campus, subject to attorney review.

There was no further discussion.

Roll Call Vote:

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Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Motion carried.

Closed Session

7:01 p.m. – Trustee Storm moved and Trustee Curtis seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the College.

Return to Open Session - Roll Call

7:03 p.m.

Trustees Physically Present: Mr. Gary Cadwell, Vice-Chair; Mr. Kevin Curtis, Ms. Doris Reynolds; Mr. Dave Storm; Mr. Mike Sullivan, Chair; Ms. Denise Walk, Mr. Tom Wright, Secretary and Ms. Maggie Kelly, Student Trustee.

Trustees Absent: None.

Approval of Human Resources Report as Discussed in Closed Session.

Trustees reviewed the Human Resources Report. Dr. Bullock requested the Board approve the Report as presented and he highlighted some of the recommended personnel changes.

Trustee Reynolds motioned and Trustee Walk seconded to approve as presented the standard Human Resources Report. This action followed discussion on the topic held in closed session related only to a general leave of absence request.

The following employees are recommended for FMLA leave. Board policy 05.14.12.

Arena, Amanda	4/04/22-7/04/22 Continuous & Intermittent
Keller, Sharmista	4/01/22-6/26/22
Madlem, Lisa	5/20/22-10/1/22 Continuous & Intermittent

The following employee is recommended for General Leave of Absence/ Board policy 05.04.14

Cox, Jane	5/28/22-7/25/22
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Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time - Grant Funded		

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Alfauri, Hamza	TRIO Dest Coll Student Specialist	4/22/22
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End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Totten, Ty	Adjunct Faculty Technology Division	3/31/22

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Volunteer-unpaid		
Kelly, Maggie	Lake Land College Student Trustee	4/19/22
Full-time		
Carr, Claire	Student Services Specialist III	5/23/22
Perez, Meredith	Administrative Asst to Field House Oper.	5/16/22

Full-time Grant Funded

Helmink, Kathryn	Administrative Asst to Trio Programs	5/23/22
Mather, Sharon	Correctional Career Technology Inst	4/18/22
Smith, Justin	Correctional Construction Occupations Inst	4/25/22
Tarig, Faisal	Outreach Advisor/Mentor Trio DC	5/16/22

Part-time

Hoene, Mariah	Accounting Intern	4/18/22
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Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Buck, Dennis	Correctional Comm Maintenance Inst	5/04/22
Part-time		
Bryant, Robert	Commercial Driver Training Instructor	5/27/21
Volunteer-unpaid		
Gruell, Katie	Lake Land College Student Trustee	4/18/22

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Spiller, Kevin	Associate Dean of Correctional Programs	4/18/22

There was no further discussion.

Roll Call Vote:

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Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk and Wright.

No: None.

Advisory Vote: Student Trustee Kelly voted yes.

Absent: None.

Motion carried.

Other Business. (Non-action)

There was no additional discussion.

Adjournment.

Trustee Walk moved and Trustee Storm seconded to adjourn the meeting at 7:06 p.m.

There was no further discussion.

Motion carried by unanimous voice vote.

Approved by:

Board Chair

Board Secretary

*Note – See Board of Trustees web page for any referenced attachments to these minutes.

https://www.lakelandcollege.edu/col/board_minutes/

**Lake Land College
Board of Trustees
District No. 517**



Special Meeting – Board Retreat
Foundation and Alumni Center
Room 101, Mattoon, IL
May 19, 2022

Minutes

Call to Order.

Chair Sullivan called the May 19, 2022, special meeting of the Lake Land College Board of Trustees to order at 1:00 p.m. in room 101 of the Foundation and Alumni Center, Mattoon.

In the absence of Trustee Tom Wright, Secretary, Chair Cadwell appointed Trustee Storm to serve as secretary pro tem.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Vice Chair; Mr. Kevin Curtis; Ms. Doris Reynolds; Mr. Dave Storm, Chair; and Mr. Mike Sullivan, Chair.

Trustees Absent: Ms. Denise Walk, Mr. Tom Wright, Secretary and Ms. Maggie Kelly, Student Trustee.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Valerie Lynch, Vice President for Student Services; Mr. Greg Nuxoll, Vice President for Business Services; Ms. Jean Anne Grunloh, Chief of Staff; Ms. Lisa Cole, Director of Data Analytics; Dr. Lynn Breer, Director of Institutional Research and Reporting, and Ms. Chris Strohl, Dean of Workforce Solutions and Community Education.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Action Items:

Approval of Kubota Partnership Equipment Purchase.

Trustees heard a recommendation from Mr. Greg Nuxoll, Vice President for Business Services, for the Board to approve the purchase of three Kubota equipment items, including a Kubota Loader – Landscape Series, Kubota V Series RTV, and a Kubota Zero Turn Mower – ZD1000 Series, at the aggregate price of \$67,243.22 to support the College's "Kubota Tech" National Student Certification Program. Mr. Nuxoll said that on May 9th, 2022, the College committed to providing support to the "Kubota Tech" National Student Certification Program and that as part of the program, the College will become a committed participant in the program by offering certification to students through our Diesel Technology program. Trustees learned that with Board approval for this purchase, the equipment would be property of the College and can be used in the best manner as determined by the College. Trustees also learned the administration will use general budgeted funds from the FY 2022 budget to purchase the equipment. Mr. Nuxoll said that per Board Policy 10.22.4(L) a bid is not required as the item is only procurable from one source

Trustee Curtis moved and Trustee Storm seconded to approve the purchase of three Kubota equipment items, including a Kubota Loader – Landscape Series, Kubota V Series RTV, and a Kubota Zero Turn Mower – ZD1000 Series, at the aggregate price of \$67,243.22 to support the College's "Kubota Tech" National Student Certification Program.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, and Sullivan.

No: None. Absent: Trustees Walk and Wright.

Advisory Vote: Student Trustee Kelly was absent.

Motion carried.

Approval of Virtual Anatomy Table Purchase.

Trustees heard a recommendation from Mr. Nuxoll for the Board to approve the purchase of a second Anatomage virtual reality cadaver table for use by the Math and Science Division. Mr. Nuxoll said that per Board Policy 10.22.4(L) a bid is not required as the item is only procurable from one source and that the expected price for the second virtual reality cadaver table is \$73,700. Mr. Nuxoll said this table provides state of the art technology and is not designed to move across classrooms; thus, the second table will allow the division to fully incorporate the technology into several more A&P classes in the classroom Northeast 104. Trustees learned the College may use HEERF III funds for this purchase given the technological nature of the Anatomage Table and its ability to create a virtual dissection that can be shared via our Hy-Flex environment.

Trustee Reynolds moved and Trustee Cadwell seconded to approve the purchase of a second Anatomage virtual cadaver table for the College's Math and Science Division, utilizing the College's HEERF III funds to fund the project at an expected price of \$83,700.

There was no further discussion.

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Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, and Sullivan.

No: None. Absent: Trustees Walk and Wright.

Advisory Vote: Student Trustee Kelly was absent.

Motion carried.

Non-action Items:

Discussion: Effective Board Governance.

Mr. Jim Reed, ICCTA Executive Director, facilitated discussions on effective board governance and he asked Trustees to respond to 10 survey questions that address effective board oversight and support of the College's mission and leadership. Mr. Reed highlighted some best practices provided by ACCT guidance, especially to foster and support student success and equitable outcomes. As a result of the Board's discussions the administration agreed to implement the following three ideas:

1. In addition to hearing an update each month from the Student Trustee, the monthly regular Board meeting agenda will also include a student update.
2. Ms. Valerie Lynch, Vice President for Student Services, said the Academic Standards Committee will begin including consideration of equity and student success outcomes to its annual review of the Board Policy Manual.
3. President Bullock said the administration will provide an update at a future Board meeting regarding the College's Program Improvement and Enhancement (PIE) process.

[The Board took a break from 2:15 p.m. to 2:25 p.m.]

Discussion: Board's Role for Strategic Planning and Leading Change.

Dr. Bullock reminded Trustees of the Trend Analysis Report shared with the Board last fall that highlights the changing district demographics and the state, national and global trends impacting higher education. He also referenced the extensive feedback shared with the Board from 715 people completing a uniform survey and 48 focus group sessions in which discussions were focused on the Trend Analysis Report. Trustees were provide a copy of the FY 2023-2027 Strategic Plan Matrix that details the next planning cycle's focus areas, goals and objectives – all derived from extensive review of the Trend Analysis Report and the collective survey and focus groups feedback. He then shared a video in which Dr. Barbara Gellman-Danley, President of the Higher Learning Commission, interviews Mr. Arthur Levine, author of *The Great Upheaval: Higher Education's Past, Present and Uncertain Future*.

Ms. Jean Anne Highland, Chief of Staff, shared three short videos from Franklin Covey's leadership training series "How to Turn Uncertainty into Opportunity" including The Change Model, Stuck in the Circle of Concern, and Your Brain on Change.

Dr. Bullock then facilitated discussions with Trustees regarding the changes we will need to consider as we work to fulfill the goals and objectives with each of the four focus areas in the

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next strategic planning cycle. For each focus area, Trustees were asked to consider various questions such as what change is driving the goal statements and priority objectives, what do these changes mean for our institution and what are the costs of failing to address the changes?

Adjournment.

Trustee Curtis moved and Trustee Reynolds seconded to adjourn the special meeting of the Lake Land College Board of Trustees at 4:46 p.m.

Motion carried with unanimous voice vote approval.

Approved by:

Board Chair

Board Secretary

Calendar of Events

Fridays, May 20 – August 12, 2022	Energy Savings Summer Hours. College is Closed on Fridays.
Monday, June 13, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Monday, June 27, 2022	Finance Committee Meeting 3 p.m. – Board and Administration Center, 011
Wednesday, June 29, 2022	Special Board Meeting 3 p.m. – Board and Administration Center, 011
Thursday, June 30, 2022	4 – 7 p.m. Open House After Hours Event Foundation & Alumni Center/Workforce Development Center
Thursday, July 7, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, July 11, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, August 4, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, August 8, 2022	5:15 p.m. – Board Dinner – Kluthe Center, Room 219 6 p.m. – Board Meeting – Kluthe Center, Room 220
Thursday, September 8, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, September 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Friday, September 30, 2022	2022 Foundation Annual Golf Classic Mattoon Golf & Country Club
Thursday, October 6, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, October 10, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, October 20, 2022	Foundation & Alumni Awards Reception

Thursday, November 10, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, November 14, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011
Thursday, December 8, 2022	Buildings and Site Committee Meeting 8 a.m. – Board and Administration Center, 011 Finance Committee Meeting 9 a.m. – Board and Administration Center, 011
Monday, December 12, 2022	5 p.m. – Board Dinner – Foundation and Alumni Center 6 p.m. – Board Meeting – Board and Administration Center, 011



MEMO

TO: Dr. Josh Bullock, President

FROM: Mr. Greg Nuxoll, Vice President for Business Services

DATE: May 26, 2022

RE: April 2022 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of April for Fiscal Year 2022.

Areas of Concern:

- The College remains favorable to budget in aggregate through April 2022, the ten months of FY 2022. Tuition and fees revenue are significantly unfavorable to budget year to date due to lower enrollment than anticipated and that trend will continue for the remainder of the year.

Overall Variances:

- *Revenue* – Total April 2022 revenue was \$2,032,499 resulting in a favorable variance of \$107,322 MTD; meanwhile, an unfavorable YTD variance exists of \$884,641. The main drivers for year to date unfavorable variance are the line items of tuition and fees. Tuition is unfavorable \$1,020,230 YTD and fees are unfavorable \$759,507 YTD. The negative variances of tuition and fees are mitigated by a favorable variance in local source revenue.
- *Expenditures* – Total April 2022 expenditures were \$2,244,218 resulting in a favorable variance of \$200,402 MTD. A favorable variance exists of \$5,070,080 YTD with favorable variances in essentially nearly all line items.

Revenue Variances:

- *Local Sources* – A monthly favorable variance exists of \$163,474 MTD while a favorable YTD variance of \$863,965 continues to exist. The YTD variance is significantly dependent on the local counties' property tax cycle. The variance will remain favorable for the year.
- *ICCB Credit Hour Grant* – We received payments of \$962,058 in April 2022 resulting in a favorable monthly variance of \$304,237 and a yearly unfavorable variance of \$295,441. The variances are timing related as we typically receive a larger payment in

the 1st month of each quarter and smaller payments the last two months of each quarter. We expect the variance to normalize by year-end.

- *ICCB Equalization Grant* – We received equalization payments of \$697,891 in April 2022 resulting in an unfavorable monthly variance of \$240,020, while a yearly unfavorable variance exists of \$382,318. The variances are timing related based on a slow payment process from the State of Illinois but we remain hopeful it will normalize during the course of the year.
- *Tuition & Fees* – April 2022 tuition was unfavorable monthly by \$48,065 while fees were favorable by \$59,989. Year to date, tuition is unfavorable by \$1,020,230 and fees are unfavorable by \$759,507. In the FY 2022 budget, the College budgeted enrollment to be at the same level as the FY 2021. The enrollment headcount and credit hours are below anticipated levels resulting in an unfavorable variance in both categories.
- *Other State Sources* – The monthly variance was unfavorable \$9,603 while YTD the variance is unfavorable by \$61,233. We expect the variance to normalize over the course of the year.
- *Other Revenue* – Month to date the variance is unfavorable by \$41,672 and favorable Year to Date by \$135,282.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall, the salary and wage line has a monthly favorable variance of \$122,106 and year to date favorable variance of \$2,818,224. The year to date variance is due to less overload pay to faculty and less adjuncts employed due to lower enrollment; in addition, some budgeted positions remain unfilled.
- *Employee Benefits (overall)* – Overall, there was a monthly favorable variance in employee benefits in April 2022 of \$42,026 and a favorable YTD variance of \$133,958.
- *Instructional* – The Instructional expenditures had an unfavorable variance in April 2022 of \$14,298 and a YTD favorable variance exists of \$2,279,847. The YTD variance is mainly attributable to favorable variances in salary and wages and general material and supplies.
- *Academic Support* – The Academic Support expenditures had a favorable variance of \$27,117 in April 2022 and YTD of \$351,396.
- *Student Services* – The Student Services expenditures has a favorable variance in April 2022 of \$2,291 and maintains a favorable YTD variance of \$241,271.
- *Public Service/Continuing Education* – The Public Service/Continuing Education has a favorable variance of \$944 and maintains a favorable YTD variance of \$140,816.

- *Operations & Maintenance* – The Operations and Maintenance expenditures has a monthly favorable variance of \$149,725 and a favorable YTD variance of \$674,416.
- *Institutional Support* – The Institutional Support expenditures has a favorable April 2022 variance of \$38,275 and a year to date favorable variance of \$1,886,294 with favorable variances in nearly all line items. As the year transpires, we expect the variance to begin to normalize.
- *Scholarships, Grants, Waivers* – The Scholarships, Grants and Waivers area has an unfavorable variance of \$3,651 MTD and \$495,961 YTD. The College was able to process more scholarships than anticipated thus far year to date resulting in an unfavorable variance.

Please do not hesitate to contact me if you have any questions, need any further clarification on any of these items, or have others you would like to discuss.

Apr-22

General Fund--Funds 01 and 02--For Internal Use Only

Current Month	Current Month Budget	Variance		Current YTD Actual	Current YTD Budget	Current YTD Budget Variance	% Current YTD Budget Variance	Previous YTD	FY21 Final Audited Numbers	FY22 Annual Budget
Revenues:										
239,315	75,842	163,474	Local Sources	10,531,939	9,667,975	863,965	8.94%	9,273,085	9,758,060	9,745,282
962,058	657,821	304,237	ICCB Credit Hour Grant	4,242,368	3,946,928	295,441	7.49%	4,022,695	4,471,285	4,385,475
697,891	937,911	(240,020)	ICCB Equalization Grant	5,245,148	5,627,466	(382,318)	-6.79%	5,260,128	6,312,153	6,252,740
30,189	39,792	(9,603)	Other State Sources	909,741	970,974	(61,233)	-6.31%	570,084	1,143,651	1,154,557
(50,109)	(2,044)	(48,065)	Tuition	7,651,007	8,671,237	(1,020,230)	-11.77%	8,279,087	8,799,744	8,670,590
27,862	87,851	(59,989)	Fees	3,446,321	4,205,828	(759,507)	-18.06%	3,616,778	2,897,434	4,177,668
86,332	128,004	(41,672)	Other Revenue	1,183,787	1,048,505	135,282	12.90%	881,098	3,083,197	1,110,509
38,960	-	38,960	Gift In Kind	43,960	-	43,960	0.00%	66,476	-	-
2,032,499	1,925,177	107,322	Total Revenues	33,254,271	34,138,912	(884,641)	(0)	31,969,431	36,465,524	35,496,821
Expenditures:										
Instructional										
923,536	984,016	60,480	Salary and Wages	8,799,398	10,590,378	1,790,980	16.91%	8,940,220	9,888,575	12,547,027
168,498	189,911	21,413	Employee Benefits	1,637,282	1,844,291	207,009	11.22%	1,642,843	2,072,422	2,277,438
42,145	25,720	(16,425)	Contractual Services	284,790	372,800	88,010	23.61%	247,544	379,895	406,760
62,005	21,659	(40,346)	General Materials and Supplies	409,964	509,530	99,566	19.54%	316,234	418,237	163,678
7,415	6,224	(1,191)	Travel and Meeting Expenses	18,764	82,513	63,748	77.26%	4,898	23,890	117,757
5,545	1,000	(4,545)	Fixed Charges	36,248	56,250	20,002	0.00%	28,417	72,309	56,375
-	5,278	5,278	Capital Outlay	62,057	116,548	54,491	46.75%	13,484	74,931	120,435
-	-	-	Other Expenditures	-	-	-	0.00%	-	-	-
38,960	-	(38,960)	Gift in Kind	43,960	-	(43,960)	0.00%	58,573	-	-
1,248,104	1,233,806	(14,298)	Total Instructional	11,292,463	13,572,310	2,279,847	16.80%	11,252,213	12,930,258	15,689,470
Academic Support										
30,771	56,177	25,406	Salary and Wages	319,481	463,987	144,506	31.14%	453,933	533,103	388,891
5,325	10,417	5,092	Employee Benefits	60,587	101,201	40,615	40.13%	103,596	129,057	68,707
-	-	-	Contractual Services	-	500	500	100.00%	-	-	1,500
4,095	3,022	(1,073)	General Materials and Supplies	192,554	332,093	139,539	42.02%	173,971	195,845	333,406
3,091	783	(2,308)	Travel and Meeting Expenses	7,797	34,033	26,236	77.09%	1,314	1,439	8,800
-	-	-	Fixed Charges	-	-	-	0.00%	4,555	4,555	-
-	-	-	Capital Outlay	-	-	-	0.00%	-	-	-
-	-	-	Gift in Kind	-	-	-	0.00%	-	-	-
43,282	70,399	27,117	Total Academic Support	580,418	931,815	351,396	37.71%	737,369	864,000	801,304
Student Services										
128,829	136,562	7,733	Salary and Wages	1,325,993	1,461,360	135,367	9.26%	1,349,151	1,554,454	1,717,949
37,894	40,201	2,307	Employee Benefits	344,597	391,073	46,476	11.88%	344,981	432,709	471,802
-	-	-	Contractual Services	10,372	9,322	(1,050)	-11.26%	12,142	12,142	9,322
7,254	1,445	(5,809)	General Materials and Supplies	52,201	108,433	56,232	51.86%	44,243	63,582	113,270
4,190	1,350	(2,840)	Travel and Meeting Expenses	15,851	39,300	23,449	59.67%	9,414	43,320	42,580
-	-	-	Fixed Charges	80,409	60,306	(20,103)	-33.33%	-	-	60,306
6,600	7,500	900	Other Expenditures	14,100	15,000	900	0.00%	5,500	5,352	15,000
184,767	187,058	2,291	Total Student Services	1,843,523	2,084,794	241,271	11.57%	1,765,431	2,111,558	2,430,229
Public Service/Cont Ed										
28,223	33,952	5,730	Salary and Wages	248,490	348,423	99,933	28.68%	230,135	289,179	433,304
5,526	6,210	684	Employee Benefits	47,541	54,581	7,041	12.90%	42,323	53,190	67,001
6,489	2,800	(3,689)	Contractual Services	55,387	32,305	(23,082)	-71.45%	14,561	25,881	42,155
7,232	5,228	(2,004)	General Materials and Supplies	54,237	101,265	47,028	46.44%	24,687	64,100	116,191
161	310	150	Travel and Meeting Expenses	1,979	3,775	1,796	47.57%	1,373	1,950	4,595
8,441	8,514	73	Fixed Charges	85,360	85,460	100	0.12%	126,180	151,135	102,235
-	-	-	Capital Outlay	115,000	123,000	8,000	0.00%	-	-	123,000
-	-	-	Other	-	-	-	0.00%	-	94	-
-	-	-	GK	-	-	-	0.00%	-	-	-
56,070	57,014	944	Total Public Service/ Cont Ed	607,994	748,810	140,816	18.81%	439,258	585,530	888,481
Operations & Maintenance										
66,282	84,661	18,379	Salary and Wages	729,692	878,844	149,152	16.97%	730,563	910,742	1,089,976
29,397	35,797	6,400	Employee Benefits	262,531	349,770	87,239	24.94%	264,156	336,212	421,363
11,254	56,468	45,213	Contractual Services	186,519	260,270	73,751	28.34%	238,556	280,474	260,470
36,418	33,531	(2,887)	General Materials and Supplies	170,601	220,500	49,899	22.63%	118,435	176,617	220,500
-	-	-	Travel and Meeting Expenses	51	1,250	1,199	95.92%	-	-	1,250
750	750	-	Fixed Charges	8,250	12,500	4,250	34.00%	140,741	243,355	103,788
27,161	109,779	82,619	Utilities	821,865	1,115,792	293,927	26.34%	936,953	1,160,988	1,335,350
-	-	-	Capital Outlay	-	15,000	15,000	100.00%	24,893	23,253	15,000
-	-	-	Contingency Funds	-	-	-	0.00%	6,228	6,313	-
-	-	-	Gift In Kind	-	-	-	100.00%	7,903	-	-
171,261	320,986	149,725	Total Operation and Maint	2,179,509	2,853,925	674,416	4	2,468,430	3,137,956	3,447,697
Institutional Support										
277,555	281,934	4,379	Salary and Wages	2,436,597	2,934,883	498,286	16.98%	2,267,823	3,302,222	3,631,055
83,873	90,004	6,130	Employee Benefits	1,125,711	871,289	(254,421)	-29.20%	736,305	1,069,862	1,287,608
35,745	35,050	(695)	Contractual Services	433,241	1,165,676	732,436	62.83%	530,782	830,571	1,400,678
30,671	30,451	(221)	General Materials and Supplies	1,423,204	1,803,194	379,989	21.07%	651,530	793,481	959,849
14,520	6,701	(7,819)	Travel and Meeting Expenses	38,127	244,138	206,011	84.38%	18,491	27,904	273,481
748	2,475	1,727	Fixed Charges	202,746	217,000	14,254	6.57%	201,139	202,096	218,150
-	-	-	Capital Outlay	74,772	161,700	86,928	53.76%	23,709	498,684	18,900
19,321	38,743	19,422	Contingency Funds	376,012	612,139	236,127	38.57%	305,536	545,476	1,392,266
-	-	-	Other	563,382	522,216	(41,166)	0.00%	448,963	511,279	49,075
-	90,000	90,000	Strategic Initiatives	297,501	400,000	102,499	25.62%	-	79,612	400,000
74,648	-	(74,648)	One Time Budget Requests	74,648	-	(74,648)	0.00%	-	-	-
537,082	575,357	38,275	Total Institutional Support	7,045,941	8,932,235	1,886,294	3	5,184,279	7,861,187	9,631,062
3,651	-	(3,651)	Scholarships, grants, waivers	645,961	150,000	(495,961)	0.00%	658,244	695,834	1,228,566
2,244,218	2,444,620	200,402	Total Expenditures	24,195,809	29,273,888	5,078,080	17.35%	22,505,223	28,186,322	34,116,809
(211,719)	(519,443)	307,724	Revenue Less Expenditures	9,058,462	4,865,024	4,193,438	(0)	9,464,208	8,279,202	1,380,012
-	-	-	Transfers Out:	-	-	-	0.00%	599,552	(1,373,457)	1,380,012
Excess of Revenues over Expenditures & Transfers										
(211,719)	(519,443)	307,724	Expenditures & Transfers	9,058,462	4,865,024	4,193,438	(0)	8,864,656	9,652,659	-

Current Month				Current YTD	Current YTD	Current YTD
Current Month	Budget	Variance		Actual	Budget	Budget Variance
1,455,196.10	1,577,302.48	122,106.38	Salary and Wages	13,859,651.26	16,677,875.36	2,818,224.10
330,513.00	372,538.75	42,025.75	Employee Benefits	3,478,248.08	3,612,205.74	133,957.66
95,633.03	120,037.45	24,404.42	Contractual Services	970,308.99	1,840,873.16	870,564.17
147,674.28	95,334.82	(52,339.46)	General Materials and Supplies	2,302,760.70	3,075,014.30	772,253.60
29,376.24	15,367.90	(14,008.34)	Travel and Meeting Expenses	82,569.79	405,009.25	322,439.46
15,483.93	12,738.50	(2,745.43)	Fixed Charges	332,603.69	371,210.00	38,606.31
27,160.54	109,779.17	82,618.63	Utilities	821,864.59	1,115,791.67	293,927.08
-	5,277.50	5,277.50	Capital Outlay	251,828.92	416,248.33	164,419.41
19,320.87	38,743.00	19,422.13	Contingency Funds	376,011.95	612,139.00	236,127.05
6,600.00	7,500.00	900.00	Other Expenditures	577,481.60	537,215.64	(40,265.96)
2,126,957.99	2,354,619.57	227,661.58	Total	23,053,329.57	28,663,582.45	5,610,252.88

Lake Land College
FY2022 Salary, Wage & Benefits Detail

Salary & Wages	Year to Date			FY2020 Budgeted	FY22 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Salary and Wages - Instructional	\$8,799,398	\$10,590,378	\$1,790,980	\$12,547,027	\$10,559,278	\$12,547,027	\$1,987,749
Salary and Wages - Acad. Support	\$319,481	\$463,987	\$144,506	\$388,891	\$383,378	\$388,891	\$5,513
Salary and Wages - Stud. Svcs	\$1,325,993	\$1,461,360	\$135,367	\$1,717,949	\$1,591,191	\$1,717,949	\$126,758
Salary and Wages - Public Svc.	\$248,490	\$348,423	\$99,933	\$433,304	\$298,188	\$433,304	\$135,116
Salary and Wages - Maintenance	\$729,692	\$878,844	\$149,152	\$1,089,976	\$875,630	\$1,089,976	\$214,346
Salary and Wages - Inst. Support	\$2,436,597	\$2,934,883	\$498,286	\$3,631,055	\$2,923,917	\$3,631,055	\$707,138
Total Salary and Wages	\$13,859,651	\$16,677,875	\$2,818,224	\$19,808,202	\$16,631,582	\$19,808,202	\$3,176,620

Employee Benefits	Year to Date			FY2020 Budgeted	FY22 Projections		
	Actual	Budgeted	Variance		Projected Actual	Budgeted	Variance
Employee Benefits - Instructional	\$1,637,282	\$1,844,291	\$207,009	\$2,277,438	\$1,964,738	\$2,277,438	\$312,700
Employee Benefits - Acad. Support	\$60,587	\$101,201	\$40,615	\$68,707	\$72,704	\$68,707	(\$3,997)
Employee Benefits - Stud. Svcs	\$344,597	\$391,073	\$46,476	\$471,802	\$413,517	\$471,802	\$58,285
Employee Benefits - Public Svc.	\$47,541	\$54,581	\$7,041	\$67,001	\$57,049	\$67,001	\$9,952
Employee Benefits - Maintenance	\$262,531	\$349,770	\$87,239	\$421,363	\$315,037	\$421,363	\$106,326
Employee Benefits - Inst. Support	\$1,125,711	\$871,289	(\$254,421)	\$1,287,608	\$1,350,853	\$1,287,608	(\$63,245)
Total Employee Benefits	\$3,478,248	\$3,612,206	\$133,958	\$4,593,919	\$4,173,898	\$4,593,919	\$420,021



MEMO

TO: Board of Trustees

FROM: Dr. Josh Bullock, President

DATE: May 12, 2022

RE: Delegation of authority to the president to enter into contracts during FY 2023 for providing or securing education services.

Board Policy 10.01 outlines the Board of Trustees authority to:

13. Enter into contracts of agreement necessary for the effective operation of the College.
 - B. Contracts with not-for-profit corporations which are organized for educational purposes and contracts or reaches agreement with persons, organizations, associations, educational institutions, or government agencies for providing or securing educational services.

Board Policy 02.03 also outlines Board of Trustees responsibilities as:

33. To enter into contracts or agreements with persons, organizations, associations, educational institutions, or government agencies for providing or securing educational services.

Operating within the purchasing and bidding requirements as outlined in Board Policy 10.22, I respectfully request the Lake Land College Board of Trustees delegate authority to me as College President to enter into contracts or agreements during FY 2023 to provide or secure education services per Board Policies 10.01 and 02.03.

Lake Land College Board of Trustees



RESOLUTION NUMBER: 0622-009

DATE: 6-13-22

RESOLUTION TO TRANSFER INTEREST EARNED FROM WORKING CASH

WHEREAS, Lake Land College has established a working cash fund which, when invested, earns interest; and

WHEREAS, the interest may be transferred by authority of the Board of Trustees from the working cash fund to other funds; and

WHEREAS, the administration has proposed use of working cash interest for the purpose of new building construction and to remunerate expenditures.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and the State of Illinois, directs the Treasurer to transfer interest earned from the working cash fund to the operation and maintenance fund for the purpose of new building construction and to remunerate expenditures by authority under the Illinois Public Community College Act, Section 805/3-33.

ADOPTED this 13th day of June, 2022 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution to Transfer Interest Earned from Working Cash is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 13th day of June, 2022.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of June, 2022.

Secretary, Board of Trustees

Lake Land College Board of Trustees



RESOLUTION NUMBER: 0622-010

DATE: 6-13-22

RESOLUTION AUTHORIZING TREASURER TO INVEST FUNDS

IT IS HEREBY RESOLVED THAT the Lake Land College Board of Trustees, Community College District #517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois, does hereby authorize the College Treasurer to invest College funds in accordance with provisions of the Illinois Community College Act and the Investment of Public Funds Act (Illinois Revised Statutes, Chapter 122, Paragraph 103-47) and with the policies approved and adopted by the Board of Trustees at the November 9, 1998, regular meeting.

IT IS FURTHER RESOLVED THAT the Lake Land College Board of Trustees shall receive a quarterly report of said investments.

ADOPTED this 13th day of June, 2022 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution Authorizing Treasurer to Invest Funds is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 13th day of June, 2022.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of June, 2022.

Secretary, Board of Trustees



MEMO

TO: Dr. Jonathan Bullock, President
FROM: Madge Shoot, Comptroller
DATE: May 24, 2022
RE: Approval of FY 2024 RAMP Document

Included in the Board's packet is a copy of the FY 2024 Resource Allocation Management Program (RAMP) Projects which we wish to submit to the Illinois Community College Board. Funding is being requested for the following project:

Renovation of Existing Campus Buildings—this includes the rehabilitation of the Kluthe Center for Higher Education, Northwest Classroom Building and the Northeast Classroom building as well as a renovation of the West Building.

The Programmatic Justification sections of the project applications describe the benefits of the requested projects. These projects are vital to our continued ability to fulfill the mission of meeting the higher education needs of our students.



Lazaro Lopez, Ed.D.
Chairman

Brian Durham, Ed.D.
Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: _____

District #: _____
5 Digit Code (e.g., 50101)

ICCB Project # Identifier: _____
District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: _____
(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: _____

District Project Rank # (1 of 3): _____
(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: _____
(25% minimum)

Estimated State Funds: _____

Estimated Total Funds:

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES: _____

LAND: _____

EQUIPMENT: _____

UTILITIES: _____

REMODELING & REHABILITATION: _____

SITE IMPROVEMENTS: _____

PLANNING: _____

Other: _____

TOTAL Funds Requested:

Project Scope:

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☐ Yes ☐ No**Does this project have the approval of your local governing board?**☐ Yes ☐ No **Date of Board Meeting:** _____**District Contact Name:** _____**District Contact Email Address:** _____**District Contact Phone Number:** _____*Signature* _____ *Date* _____



Lazaro Lopez, Ed.D.
Chairman

Brian Durham, Ed.D.
Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Lake Land College

District #: 517-01

5 Digit Code (e.g., 50101)

ICCB Project # Identifier: 517-01R2022-3

District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: Remodel

(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: Remodel of Northeast Classroom Building

District Project Rank # (1 of 3): 3 of 3

(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds:
(25% minimum)

\$2,027,565

Estimated State Funds:

\$6,082,695

Estimated Total Funds:

\$8,110,260

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES:

LAND:

EQUIPMENT:

\$24,000

UTILITIES:

REMODELING & REHABILITATION:

SITE IMPROVEMENTS:

\$8,086,260

PLANNING:

Other:

TOTAL Funds Requested:

\$8,110,260

Project Scope:**Scope of work in building:**

This major remodeling project will include a comprehensive renovation of the Northeast Classroom Building. In addition, the project will remodel numerous spaces throughout the building including the ceilings, floors, doors and restrooms. The mechanical and electrical systems will also be improved to assure a comfortable learning environment, increase the efficiency of the lighting and to ensure a viable source of power for each room.

Scope of Work-On-Site**Plumbing**

Remodel toilets in restrooms.

Provide tempered water to faucets in restrooms.

Heating, Ventilating, and Air Conditioning (HVAC)

Extensive renovation of heating and air conditioning systems in the Northeast Classroom building.

Electrical

Upgrade duct bank and electrical service from existing power house.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Programs involved:

Math and Science
 Social Science
 Humanities
 Student Common Areas
 Student Study Areas
 Instructional Design

The original buildings on the Lake Land College campus were completed in the early 1970s. The college has made numerous, renovations and improvements in order to accommodate the growth in the number of students it serves, repair/replace inefficient or worn-out equipment, comply with federal and state laws relevant to disabled students, or update classroom space to facilitate a new instructional program. The college has attempted to address the maintenance and improvement projects in our existing buildings through the use of Protection, Health, and Safety funds, ADA funds, Capital Renewal Grants, as well as various college based budgetary funds. These projects have helped to address individual problems, but will not be sufficient to deal with many of the more serious structural, design, and mechanical issues the college faces as the buildings continue to age.

What will the project accomplish?

A comprehensive renovation project would allow the college the opportunity to better configure the designs of our classrooms to accommodate the changes in the learning process that have occurred from the early 1970s to today. Better lighting, acoustics, energy efficiency, and other enhancements would not only improve the quality of education to Lake Land College's students, but also greatly improve the appearance of these buildings.

How will the project meet the College's instructional objectives?

Lake Land College strives to provide its students with the highest quality education, in a modern and innovative learning environment. Having facilities that accommodate the growth of technology in the classroom is an integral part of today's demanding educational standards. Lake Land College's student growth has necessitated the addition of new buildings on our campus. New buildings, however, are only part of the equation. Lake Land College must maintain, and update its original buildings to ensure that all of its students have access to suitable facilities throughout the campus. Updated classroom space will ensure that a student taking a class in one of Lake Land College's original buildings has access to the same type of learning opportunities as the student taking a class in a newer structure.

How will the new or remodeled space better serve instructional/ programmatic areas as compared to existing facilities?

Renovated space will allow Lake Land College to offer the needed technology support to properly educate tomorrow's students. Many of the educational tools available today did not exist when the original campus buildings were constructed and wired in the early 1970s.

What facilities are already available?

The existing Luther Student Center, Northwest Classroom Building and Field House Buildings were completed in the early 1970s as part of the original campus. The Kluthe Center for Higher Education in

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☒ Yes ☐ No**Does this project have the approval of your local governing board?**☒ Yes ☐ No **Date of Board Meeting** June 13, 2022**District Contact Name:** Greg Nuxoll**District Contact Email Address:** gnuxoll1@lakelandcollege.edu**District Contact Phone Number:** 217-234-5224**Signature** _____ **Date** _____



Lazaro Lopez, Ed.D.
Chairman

Brian Durham, Ed.D.
Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Lake land College

District #: 517-01

5 Digit Code (e.g., 50101)

ICCB Project # Identifier: 517-01R2022-2

District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: Remodel

(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: Remodel of Northwest Classroom Building

District Project Rank # (1 of 3): 2 of 3

(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds:
(25% minimum)

\$3,413,948

Estimated State Funds:

\$10,241,842

Estimated Total Funds:

\$13,655,790

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES:

LAND:

EQUIPMENT:

\$324,000

UTILITIES:

REMODELING & REHABILITATION:

\$13,331,790

SITE IMPROVEMENTS:

PLANNING:

Other:

TOTAL Funds Requested:

\$13,655,790

Project Scope:**Scope of work in building:**

This major remodeling project will include a comprehensive renovation of the Northwest Classroom Building. In addition, the project will remodel numerous spaces throughout the building including the ceilings, floors, doors and restrooms. The mechanical and electrical systems will also be improved to assure a comfortable learning environment, increase the efficiency of the lighting and to ensure a viable source of power for each room.

Scope of Work-On-Site**Plumbing**

Remodel toilets in restrooms.

Provide tempered water to faucets in restrooms.

Heating, Ventilating, and Air Conditioning (HVAC)

Extensive renovation of heating and air conditioning systems in the Northwest Classroom Building.

Electrical

Upgrade duct bank and electrical service from existing power house.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Programs involved:

Math and Science
 Social Science
 Humanities
 Allied Health
 Student Common Areas
 Student Study Areas
 Instructional Design

The original buildings on the Lake Land College campus were completed in the early 1970s. The college has made numerous, renovations and improvements in order to accommodate the growth in the number of students it serves, repair/replace inefficient or worn-out equipment, comply with federal and state laws relevant to disabled students, or update classroom space to facilitate a new instructional program. The college has attempted to address the maintenance and improvement projects in our existing buildings through the use of Protection, Health, and Safety funds, ADA funds, Capital Renewal Grants, as well as various college based budgetary funds. These projects have helped to address individual problems, but will not be sufficient to deal with many of the more serious structural, design, and mechanical issues the college faces as the buildings continue to age.

What will the project accomplish?

A comprehensive renovation project would allow the college the opportunity to better configure the designs of our classrooms to accommodate the changes in the learning process that have occurred from the early 1970s to today. Better lighting, acoustics, energy efficiency, and other enhancements would not only improve the quality of education to Lake Land College's students, but also greatly improve the appearance of these buildings.

How will the project meet the College's instructional objectives?

Lake Land College strives to provide its students with the highest quality education, in a modern and innovative learning environment. Having facilities that accommodate the growth of technology in the classroom is an integral part of today's demanding educational standards. Lake Land College's student growth has necessitated the addition of new buildings on our campus. New buildings, however, are only part of the equation. Lake Land College must maintain, and update its original buildings to ensure that all of its students have access to suitable facilities throughout the campus. Updated classroom space will ensure that a student taking a class in one of Lake Land College's original buildings has access to the same type of learning opportunities as the student taking a class in a newer structure.

How will the new or remodeled space better serve instructional/ programmatic areas as compared to existing facilities?

Renovated space will allow Lake Land College to offer the needed technology support to properly educate tomorrow's students. Many of the educational tools available today did not exist when the original campus buildings were constructed and wired in the early 1970s.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☒ Yes ☐ No**Does this project have the approval of your local governing board?**☒ Yes ☐ No **Date of Board Meeting** June 13, 2022**District Contact Name:** Greg Nuxoll**District Contact Email Address:** gnuxoll1@lakelandcollege.edu**District Contact Phone Number:** 217-234-5224**Signature** _____ **Date** _____



Lazaro Lopez, Ed.D.
Chairman

Brian Durham, Ed.D.
Executive Director

Illinois Community College Board

Capital Project Application

Complete one application for each project.

District/College: Lake Land College

District #: 517-01

5 Digit Code (e.g., 50101)

ICCB Project # Identifier: 517-01R2022-4

District #, type (NC, R, SP, U, SI or DF), Fiscal Year – District Ranking # (e.g., 500-01NC2021-1)

Project Type: Remodel

(New Construction, Remodel, Site Purchase, Utilities, Site Improvement and Deferred Maintenance)

Project Title: West Building Remodel

District Project Rank # (1 of 3): 4 of 4

(Top 3 receive full prioritization points, 4 and beyond are reduced progressively)

Estimated Local Funds: \$1,375,000
(25% minimum)

Estimated State Funds: \$4,125,000

Estimated Total Funds: \$5,500,000

Budget Detail

BLDGS, ADDITIONS, AND/OR STRUCTURES:	\$4,840,000
LAND:	\$0
EQUIPMENT:	\$208,000
UTILITIES:	
REMODELING & REHABILITATION:	\$0
SITE IMPROVEMENTS:	\$0
PLANNING:	
Other:	\$452,000
TOTAL Funds Requested:	\$5,500,000

Project Scope:**Scope of work in building:**

This major remodeling project will include a comprehensive renovation of the West Building. In addition, the project will remodel numerous spaces throughout the building including the ceilings, floors, doors and restrooms. The mechanical and electrical systems will also be improved to assure a comfortable learning environment, increase the efficiency of the lighting and to ensure a viable source of power for each room.

Scope of Work-On-Site***General***

Site renovation includes minimal landscaping and sidewalks.

Plumbing

Remodel toilets in restrooms.

Provide tempered water to faucets in restrooms.

Heating, Ventilating, and Air Conditioning (HVAC)

Extensive renovation of heating and air conditioning systems in the West Building.

Electrical

Upgrade duct bank and electrical service from existing power house.

Upgrade building lighting to more efficient fixtures.

Project Justification:

If project includes **Missing Core Campus Components** 1501.603 h)2); **Program Considerations** 1501.603 h)1); **Prior ICCB or State obligations** 1501.603 h)6) or **Structural Considerations** 1501.603 h)7), then please use this space for justification as this will greatly affect priority status.

Programs involved:

Cosmetology
Agriculture
Technology

The West Building was completed in the early 2000s. The college has made numerous, renovations and improvements in order to accommodate the growth in the number of students it serves, repair/replace inefficient or worn-out equipment, comply with federal and state laws relevant to disabled students, or update classroom space to facilitate a new instructional program. The college has attempted to address the maintenance and improvement projects in our existing buildings through the use of Protection, Health, and Safety funds, ADA funds, Capital Renewal Grants, as well as various college based budgetary funds. These projects have helped to address individual problems, but will not be sufficient to deal with many of the more serious structural, design, and mechanical issues the college faces as the buildings continue to age.

What will the project accomplish?

A comprehensive renovation project would allow the college the opportunity to better configure the designs of our classrooms to accommodate the changes in the learning process that have occurred from the early 1970s to today. Better lighting, acoustics, energy efficiency, and other enhancements would not only improve the quality of education to Lake Land College's students, but also greatly improve the appearance of these buildings.

How will the project meet the College's instructional objectives?

Lake Land College strives to provide its students with the highest quality education, in a modern and innovative learning environment. Having facilities that accommodate the growth of technology in the classroom is an integral part of today's demanding educational standards. Lake Land College's student growth has necessitated the addition of new buildings on our campus. New buildings, however, are only part of the equation. Lake Land College must maintain, and update its original buildings to ensure that all of its students have access to suitable facilities throughout the campus. Updated classroom space will ensure that a student taking a class in one of Lake Land College's original buildings has access to the same type of learning opportunities as the student taking a class in a newer structure.

How will the new or remodeled space better serve instructional/ programmatic areas as compared to existing facilities?

Renovated space will allow Lake Land College to offer the needed technology support to properly educate tomorrow's students. Many of the educational tools available today did not exist when the original campus buildings were constructed and wired in the early 1970s. Also, allow for the introduction of a new program to train Barbers along with our Cosmetology students.

Additional Documentation Required Prior to Funding (this will be required before funding is released):

- For New Construction please see requirements referenced in Administrative Rules section 1501.603 b).
- For Remodel and Rehab please see requirements referenced in Administrative Rules section 1501.603 c).
- For Secondary Site Purchase please see requirements referenced in Administrative Rules section 1501.603 d).

Do project criteria meet Section 1501.603 a) of ICCB Administrative Rules?☒ Yes ☐ No**Does this project have the approval of your local governing board?**☒ Yes ☐ No **Date of Board Meeting** June 13, 2022**District Contact Name:** Greg Nuxoll**District Contact Email Address:** gnuxoll1@lakelandcollege.edu**District Contact Phone Number:** 217-234-5224**Signature** _____ **Date** _____



MEMO

TO: Dr. Josh Bullock
President

Lisa Cole
Director of Data Analytics

FROM: Lisa Madlem
Director of Assessment & Program Review

DATE: May 18, 2022

RE: FY 2022 ICCB Program Review Report

As required by the Illinois Community College Board (ICCB), Lake Land College completes an annual review of programs on a five-year rotational basis and submits a mandatory detailed report to them. Below is a complete list of the programs reviewed this year. I respectfully request Board of Trustee approval for this year's report at the June meeting.

PROGRAMS REVIEWED

Degree	Program
Associate in Applied Science	Physical Therapy Assistant
Associate in Applied Science	Medical Assistant
Associate in Applied Science	IT Graphic Design
Associate in Applied Science	Medical Coding & Health Information
Associate in Applied Science	IT Computer Applications
Associate in Applied Science	IT Network Administration
Associate in Applied Science	IT Programming
Associate in Applied Science	IT Web Design
Associate in Applied Science	Broadcast Communication
Associate in Applied Science	Law Enforcement
Associate in Applied Science	Computer Integrated Manufacturing Technology
Associate in Applied Science	Electronics Engineering Technology
Associate in Applied Science	Electronics Systems Specialist
Certificate	Medical Assistant
Certificate	Massage Therapy
Certificate	Desktop Publishing
Certificate	Medical Coding Specialist

Certificate	IT Computer Applications
Certificate	IT Network Administration
Certificate	IT Programming
Certificate	IT Web Design
Certificate	IT Digital Media Specialist
Certificate	Medical Transcriptionist
Certificate	Radio Broadcasting
Certificate	Broadcast Communication
Certificate	Computer Technician
Certificate	Electronic Control Technician
NDP	Computer Application Specialist
NDP	TV Field/Studio Production
NDP	Geospatial Technology
NDP	Criminal Justice Leadership
NDP	Law Enforcement Operations
NDP	Computer System
NDP	Programmable Logic Controller
Academic Discipline Review	Communications
Cross-Disciplinary Instruction	English Language Acquisition (including IELCE)
Student & Academic Support Services	Admissions, Registration & Records, Recruiting



MEMO

TO: Board of Trustees
Dr. Josh Bullock, President

FROM: Dustha Wahls, Director of Human Resources

CC: Greg Nuxoll, Vice-President for Business Services

DATE: May 31, 2022

RE: FY 2023 Proposed Salary Grade Schedule

Please find attached the proposed FY23 Salary Grade and Range Schedule recommendation for starting salaries for new full-time employees. This year, we elected to have Korn Ferry review the College's base salary structure outside of the regular three-year cycle to assess and enhance the competitiveness of our current compensation structure. As a result, increases in starting salaries for FY 2023 will vary by grade, as outlined in the Salary Grade Schedule. Current employees falling below the new minimum of their range after the FY 2023 5% wage increase will receive an additional wage adjustment for FY 2023 to ensure they meet the minimum of the FY 2023 Salary Grade Schedule. This proposed Schedule would be effective July 1, 2022.

Lake Land College Adminstrative, Supervisory, Support Pay Ranges

07/01/22-06/30/23

Pay Ranges for Lake Land College							Mid Point Increase From FY22
Grade	Point Min	Point Mid	Point Max	Minimum	Midpoint	Maximum	
19	614	674	734	\$ 107,200	\$ 134,000	\$ 167,500	2.08%
18	519	566	613	\$ 91,400	\$ 114,200	\$ 142,800	2.34%
17	439	479	518	\$ 78,600	\$ 98,300	\$ 122,900	2.79%
16	371	405	438	\$ 67,800	\$ 84,700	\$ 105,900	3.01%
15	314	342	370	\$ 58,600	\$ 73,200	\$ 91,500	3.17%
14	269	291	313	\$ 51,000	\$ 63,800	\$ 79,800	3.41%
13	228	248	268	\$ 44,800	\$ 56,000	\$ 70,000	9.68%
12	192	210	227	\$ 39,200	\$ 49,000	\$ 61,300	7.88%
11	161	176	191	\$ 35,300	\$ 44,100	\$ 55,100	9.10%
10	135	148	160	\$ 32,000	\$ 40,000	\$ 50,000	10.27%
9	114	124	134	\$ 29,200	\$ 36,500	\$ 45,600	11.40%



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

CC: Dave Earp, Supervisor of Print and Mail Services

DATE: May 25, 2022

RE: Approval of Purchase of New Printer for Print Shop

The print shop is in the second phase of upgrading their color printer fleet. The current Ricoh machine they are utilizing is 7 years old and has over 2 million prints on it. The master service contract associated with the Ricoh is set to expire in November of 2022.

Dave Earp, Supervisor of Print and Mail Services has been negotiating with Cannon, Konica Minolta and Ricoh to replace the existing unit. After a complete review of the proposals it is my recommendation that we purchase the Ricoh 7210 and necessary finishing attachments at the cost of \$99,689.25. This will also include a five year service contract with a base cost of \$260 per month plus overages.

In addition, Ricoh will provide a check to Lake Land College for \$4,000 for the trade in of the following existing printer and all associated attachments: Ricoh 7100 S/N C84125692.

Per board policy 10.4(f), a bid is not necessary for duplicating machines and supplies.

The funds to purchase the Ricoh machine will come from the favorable retained earnings balance located in Fund 05 of our financial statements.

I respectfully ask the Board of Trustees to approve the contract with Ricoh USA for a new color printer and associated attachments.



ORDER AGREEMENT

Sales Type: CASH

Master Maintenance and Sale Agreement Number: MMSAP00002630

Master Maintenance and Sale Agreement Date:

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: LAKE LAND COLLEGE		
Address Line 1: 5001 LAKE LAND BLVD		Contact: DAVE EARP
Address Line 2:		Phone:
City: MATTOON		E-mail: dearp@lakeland.cc.il.us
ST/Zip: IL/61938-9366	County: COLES	Fax:

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> PO Included PO# | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> TS PO# (if applicable) | <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input checked="" type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> |
| <input type="checkbox"/> Syndication | |
| <input type="checkbox"/> Add to Existing Service Contract #: | |

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, all of which are incorporated herein by reference and made part of this Order. This Order is not valid unless and until signed by and Authorized Signatory of Ricoh USA, Inc.

SERVICE INFORMATION SERVICE BILL TO INFORMATION

Customer Legal Name: LAKE LAND COLLEGE			
Address Line 1: 5001 LAKE LAND BLVD		Contact: DAVE EARP	
Address Line 2:		Phone:	
City: MATTOON		E-mail: dearp@lakeland.cc.il.us	
ST/Zip: IL/61938-9366	County: COLES	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60 Months	60 MONTHS	MONTHLY	GOLD

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
LAKE LAND COLLEGE	5001 LAKE LAND BLVD	MATTOON IL/61938-9366 COLES	DAVE EARP	dearp@lakeland.cc.il.us

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance MONTHLY	B/W Ovg	Total Color Allowance MONTHLY	Color Ovg	Service Base Base ⁶⁰ MONTHS	Sell Price	Extended Sell Price
RICOH PPROC7210X	1	GOLD	0	0.008	0	0.0305	\$260.00	\$93,832.00	\$93,832.00



CONFIGURABLE PTO MODEL									
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BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1	\$0.00	\$0.00
[OA] PPSE TRAINING - PLOCKMATIC TIER4 TRAINING	1	\$1,283.25	\$1,283.25
CO CUSTOMER REBATE CHECK	1	\$0.00	\$0.00
HYTEC BUNDLE FIERY BACKUP INCL SSD USB VINYL ENV INSTR ENV	1	\$114.00	\$114.00
[OA] FIERY CLONE CONSULTATION AND SERVICE	1	\$565.00	\$565.00
[OA] CIP ISF PPSE TRAINING - C72xx W/ E46 FIERY	1	\$3,895.00	\$3,895.00

ORDER TOTALS		
Service Type Offerings:	Product Total:	\$93,832.00
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	\$5,857.25
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	\$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	\$99,689.25
Additional Provisions: <i>Insert ANY additional provisions here</i> Rebate Certificate in the amount of \$4,000 Click rate covers up to and including 13 x 19 single sided Plockmatic service will be performed by a Ricoh Technician		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: Dave Earp	Printed Name:
Title:	Title:
Date:	Date:



Initials





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	LAKE LAND COLLEGE			Phone:	
Contact Name:	DAVE EARP				
Address:	5001 LAKE LAND BLVD			City:	MATTOON
State:	IL	Zip:	61938-9366	Fax/Email:	dearp@lakeland.cc.il.us

Make	Model	Serial Number
	PROC7100X	X435L700135/C84125692

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

CUSTOMER

Signature: _____

Name: Dave Earp

Title: _____

Date: _____

RICOH USA, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Initials



Certificate Of Completion

Envelope Id: 94C50EB2798C42169191C05E6524BB0D

Status: Delivered

Subject: Ricoh Docs for LAKE LAND COLLEGE to Review & Sign (Quote 31289372)

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 3

Initials: 0

Ricoch DocuSign

AutoNav: Enabled

PO Box 6117

Enveloped Stamping: Enabled

Macon, GA 31208

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

RicochDocuSign@Ricoch-usa.com

IP Address: 205.145.18.4

Record Tracking

Status: Original

Holder: Ricoch DocuSign

Location: DocuSign

6/1/2022 7:18:06 AM

RicochDocuSign@Ricoch-usa.com

Signer Events**Signature****Timestamp**

Dave Earp

Sent: 6/1/2022 7:18:07 AM

dearp@lakeland.cc.il.us

Viewed: 6/6/2022 9:06:09 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/6/2022 9:06:09 AM

ID: d6730fc9-154a-4f41-b6b4-4acbce0b04c3

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Hale Brianna Leigh

COPIED

Sent: 6/1/2022 7:18:08 AM

Brianna.Hale@ricoh-usa.com

Viewed: 6/6/2022 8:57:08 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/25/2019 11:55:06 AM

ID: aae042b6-0f1c-4887-8736-e9fe3108c801

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/1/2022 7:18:08 AM

Certified Delivered

Security Checked

6/6/2022 9:06:09 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.



Memo

To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 7, 2022

Re: Approval of Bid for LiveArc Welding Performance Management System

The College recently solicited bids for a LiveArc Welding Performance Management System. This system is an advanced welding trainer that combines simulator and live arc benefits in one easy-to-use training system. It is designed to quickly and efficiently recruit, screen, and train welding students and weld operators. This system was requested by the Technology Department through a one-time year-end budget request to enhance our current welding program.

For the bidding process, we advertised in major daily in-district newspapers and on the College's Facilities website, and mailed the specifications to area contractors. A total of two bids were received. Below is a listing of the bids that were received:

<u>Name</u>	<u>Total Bid</u>
ILMO Products Co. Mattoon, Illinois	\$61,761
DEPCO Enterprises, LLC Pittsburgh, Kansas	\$66,621

Based on the bids received, it is my recommendation that we award this bid to ILMO Products Co. of Mattoon, Illinois, for the LiveArc Welding Performance Management System.

Please do not hesitate to contact me if you have any questions or need any further clarification.

**Lake Land College LiveArc Welding
Performance Management System
Project No. 2022-015
BID DATE: June 6, 2022 - 1:30 PM**

[illegible]

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, held in Room 011 of the Board and Administration Center, 5001 Lake Land Boulevard, Mattoon, Illinois, in said Community College District at 6:00 o'clock P.M., on the 13th day of June, 2022.

* * *

The meeting was called to order by the Chair, and upon the roll being called, Mike Sullivan, the Chair, and the following Trustees were physically present at said location: _____

_____ and _____ (non-voting student trustee).

The following Trustees were allowed by a majority of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chair announced that in view of the current financial condition of the District, the Board of Trustees would consider the adoption of a resolution setting forth and describing in detail outstanding claims against the District, declaring its intention

to issue funding bonds to pay claims against the District, and directing that notice of such intention be published.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

Lake Land College

Board of Trustees



RESOLUTION setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds in a principal amount not to exceed \$17,000,000 for the purpose of paying claims against Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, and directing that notice of such intention be published as provided by law.

RESOLUTION NUMBER: 0622-011

DATE: 6-13-22

* * *

WHEREAS, pursuant to the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended (the "Act"), Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "District"), is authorized to issue bonds to pay claims against the District; and

WHEREAS, the District has presently outstanding and unpaid claims in the aggregate amount of \$17,000,000 (the "Claims"), all of the Claims having been heretofore authorized and allowed for proper community college purposes; and

WHEREAS, there are not sufficient funds on hand and available with which to pay the Claims, and the Board of Trustees of the District (the "*Board*") has determined and does hereby determine that it is necessary and in the best interests of the District that the Claims be paid from proceeds of bonds in the principal amount of \$17,000,000 (the "*Bonds*"); and

WHEREAS, before the Bonds can be issued pursuant to the Act, the Board must examine and consider the Claims and must adopt a resolution declaring the Claims to be authorized and allowed for proper community college purposes, set forth and describe in detail the Claims, declare its intention to issue the Bonds for the purpose of paying the Claims and direct that notice of such intention to issue the Bonds be given as provided by law; and

WHEREAS, the Board has examined and considered the Claims:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. The Claims. The Claims are the District's outstanding General Obligation Debt Certificates (Limited Tax), Series 2022, and it is hereby found, determined and declared that the Claims are presently outstanding and unpaid, were heretofore authorized and allowed for proper community college purposes and constitute valid and binding obligations of the District.

Section 3. Declaration of Intent. The Board does hereby determine and declare its intention to avail the provisions of Article 3A of the Act and to issue Bonds in the amount of \$17,000,000 for the purpose of paying the Claims.

Section 4. Notice of Intent. In accordance with the provisions of Section 5 of the Local Government Debt Reform Act of the State of Illinois, as amended, notice of said intention to avail of the provisions of Article 3A of the Act and to issue the Bonds shall be given by publication of such notice once in the *Journal Gazette*, the same being a newspaper of general circulation in the District.

Section 5. Form of Notice. The notice of intention to issue the Bonds shall be in substantially the following form:

**NOTICE OF INTENTION OF
 COMMUNITY COLLEGE DISTRICT NO. 517,
 COUNTIES OF COLES, CHRISTIAN, CLARK, CLAY, CRAWFORD, CUMBERLAND, DOUGLAS,
 EDGAR, EFFINGHAM, FAYETTE, JASPER, MACON, MONTGOMERY, MOULTRIE AND SHELBY AND
 STATE OF ILLINOIS
 TO ISSUE \$17,000,000 FUNDING BONDS**

PUBLIC NOTICE is hereby given that on the 13th day of June, 2022, the Board of Trustees (the "*Board*") of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "*District*"), adopted a resolution declaring its intention and determination to issue bonds in the aggregate amount of \$17,000,000 for the purpose of paying presently outstanding and unpaid claims against the District, all of which unpaid claims have been heretofore authorized and allowed for proper community college purposes and it is the intention of the Board to avail of the provisions of Article 3A (Sections 3A-6 to 3A-9, inclusive) of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and to issue said bonds for the purpose of paying such unpaid claims.

A petition may be filed with the Secretary of the Board (the "*Secretary*") within thirty (30) days after the date of publication of this notice, signed by not less than 12,389 voters of the District, said number of voters being equal to ten per cent (10%) of the registered voters of the District, requesting that the proposition to issue said bonds as authorized by the provisions of said Article 3A be submitted to the voters of the District. If such petition is filed with the Secretary within thirty (30) days after the date of publication of this notice, an election on the proposition to issue said bonds shall be held on the 8th day of November, 2022. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the

provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the District shall thereafter be authorized to issue said bonds for the purpose hereinabove provided.

By order of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois.

DATED this 13th day of June, 2022.

Tom Wright
Secretary, Board of Trustees,
Community College District No. 517,
Counties of Coles, Christian, Clark, Clay,
Crawford, Cumberland, Douglas, Edgar,
Effingham, Fayette, Jasper, Macon,
Montgomery, Moultrie and Shelby and
State of Illinois

Mike Sullivan
Chair, Board of Trustees,
Community College District No. 517,
Counties of Coles, Christian, Clark, Clay,
Crawford, Cumberland, Douglas, Edgar,
Effingham, Fayette, Jasper, Macon,
Montgomery, Moultrie and Shelby and
State of Illinois

Section 6. Further Proceedings. If no petition signed by the requisite number of voters is filed with the Secretary of the Board within thirty (30) days after the date of the publication of such notice of intention to issue the Bonds, the Board shall, by appropriate proceedings to be hereafter taken, fix the details concerning the issue of the Bonds and provide for the levy of a direct annual tax to pay the principal and interest on the same.

Section 7. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Repealer and Effective Date. All resolutions and parts of resolutions in conflict herewith be and the same are hereby repealed and that this Resolution be in full force and effect forthwith upon its adoption.

Adopted June 13, 2022.

Chair, Board of Trustees

Secretary, Board of Trustees

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the Chair directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

Whereupon the Chair declared the motion carried and said resolution adopted, and in open meeting approved and signed said resolution and directed the Secretary to record the same in full in the records of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
 COUNTY OF COLES)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "Board"), and that as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 13th day of June, 2022, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds in a principal amount not to exceed \$17,000,000 for the purpose of paying claims against Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, and directing that notice of such intention be published as provided by law.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Public Community College Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board in the conduct of said meeting and in the adoption of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of June, 2022.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

PETITION

We, the undersigned, do hereby certify that we are voters of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, and as such voters, we do hereby request that the following proposition be submitted to the voters of said Community College District: "Shall the Board of Trustees of Lake Land Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, be authorized to issue \$17,000,000 bonds for the purpose of paying claims against said Community College District as provided for by Article 3A (Sections 3A-6 to 3A-9, inclusive) of the Public Community College Act?"; and we do hereby further request that the Secretary of said Board of Trustees of said Community College District certify said proposition to the County Clerks of The Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, Illinois, for submission to said voters at the election to be held on the 8th day of November, 2022:

SIGNATURE	STREET ADDRESS OR RURAL ROUTE NUMBER	CITY, VILLAGE OR TOWN	COUNTY
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois
_____	_____	_____	County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is _____ (Street Address), _____ (City, Village or Town), _____ County, _____ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Community College District and that their respective residences are correctly stated therein.

Signed and sworn to before me this
 ____ day of _____, 2022.

 Illinois Notary Public

My commission expires _____

(NOTARY SEAL)

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, held in Room 011 of the Board and Administration Center, 5001 Lake Land Boulevard, Mattoon, Illinois, in said Community College District at 6:00 o'clock P.M., on the 13th day of June, 2022.

* * *

The meeting was called to order by the Chair, and upon the roll being called, Mike Sullivan, the Chair, and the following Trustees were physically present at said location: _____

_____ and _____ (non-voting student trustee).

The following Trustees were allowed by a majority of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chair announced that the Bond Issue Notification Act requires that a public hearing be called and held in connection with the sale of general obligation funding bonds in the amount of \$17,000,000 for the purpose of paying claims against the District

and that the Board of Trustees would consider the adoption of a resolution calling such public hearing.

Whereupon Trustee _____ presented and the Secretary read by title a resolution as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

Lake Land College Board of Trustees



RESOLUTION calling a public hearing concerning the intent of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, to sell \$17,000,000 general obligation funding bonds.

RESOLUTION NUMBER: 0622-012

DATE: 6-13-22

* * *

WHEREAS, Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "*District*"), is a duly organized and existing community college district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board of Trustees of the District (the "*Board*") intends to sell bonds in the amount of \$17,000,000 for the purpose of paying claims against the District (the "*Bonds*"); and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the Board to hold a public hearing concerning the Board's intent to sell the Bonds before adopting a resolution providing for the sale of the Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

Section 2. Public Hearing. The Board hereby calls a public hearing to be held at 6:00 o'clock P.M. on the 11th day of July, 2022, in Room 011 of the Board and Administration Center, 5001 Lake Land Boulevard, Mattoon, Illinois, in the District, concerning the Board's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the "*Hearing*").

Section 3. Notice. The Secretary of the Board (the "*Secretary*") shall (i) publish notice of the Hearing at least once in the *Journal Gazette*, the same being a newspaper of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) post at least 72 hours before the Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 72-hour period preceding the Hearing.

Section 4. Form of Notice. Notice of the Hearing shall appear above the name of the Secretary and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 517, COUNTIES OF COLES, CHRISTIAN, CLARK, CLAY,
CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FAYETTE, JASPER, MACON,
MONTGOMERY, MOULTRIE AND SHELBY AND STATE OF ILLINOIS
TO SELL \$17,000,000 FUNDING BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "*District*"), will hold a public hearing on the 11th day of July, 2022, at 6:00 o'clock P.M. The hearing will be held in Room 011 of the Board and Administration Center, 5001 Lake Land Boulevard, Mattoon, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District in the amount of \$17,000,000 for the purpose of paying claims against the District.

By order of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois.

DATED the 13th day of June, 2022.

Tom Wright
Secretary, Board of Trustees, Community
College District No. 517, Counties of Coles,
Christian, Clark, Clay, Crawford, Cumberland,
Douglas, Edgar, Effingham, Fayette, Jasper,
Macon, Montgomery, Moultrie and Shelby
and State of Illinois

Section 5. Hearing Requirements. At the Hearing the Board shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Board shall not adopt a resolution selling the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repeal. All resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted June 13, 2022.

Chair, Board of Trustees

Secretary, Board of Trustees

Trustee _____ moved and Trustee _____
seconded the motion that said resolution as presented and read by title be adopted.

After a full and complete discussion thereof, the Chair directed the Secretary to call the roll for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

Whereupon the Chair declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
 COUNTY OF COLES)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois (the "Board"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 13th day of June, 2022, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION calling a public hearing concerning the intent of the Board of Trustees of Community College District No. 517, Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois, to sell \$17,000,000 general obligation funding bonds.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Public Community College Act of the State of Illinois, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 13th day of June, 2022.

Secretary, Board of Trustees

LAKE LAND COLLEGE

MEMO

TO: Jean Anne Highland, Chief of Staff

FROM: Beth Craig, Grants Writer and Coordinator

CC: Lynn Breer, Director of Institutional Research and Reporting

RE: Acceptance of Early Childhood Access Consortium for Equity Opportunity Grant

Lake Land College has received an Early Childhood Access Consortium for Equity Opportunity grant for **\$696,605.68** from the Illinois Community College Board (ICCB). This grant was created to provide support to colleges in providing streamlined paths to degrees, licenses and credentials to members of the early childhood incumbent workforce.

With this grant, our Early Childhood program will work closely with Early Childhood Higher Education Navigators in the district to promote our degree program to incumbent workers who are currently employed in childcare settings, and wish to complete their postsecondary education in the field. The Higher Education Navigators have received funding to help incumbent workers pay for tuition, fees, books, childcare and transportation.

At Lake Land College, a Coach will be hired to provide services to these students, such as academic advisement, assistance completing financial aid and scholarship applications, goal setting and classroom assistance. The Coach will also track students and assist them with support services, attendance, tutoring, and other services needed for student success.

In addition, space for an off-campus childcare facility will be leased and a program will be created for 10 children ages three to five where they will attend from 8 am to noon Monday through Friday. This facility will be located in the city of Mattoon, and will allow Early Childhood students to work in a childcare setting under the supervision of the faculty director. A part time teacher will be hired to teach in the classroom. This facility will benefit incumbent workers who are students at Lake Land College as well as other adult students and community members.

One evening per week, a course will be held at the Lake Land College Kluthe Center for Higher Education & Technology in Effingham to educate incumbent workers who are working during the day and need to complete their educational needs. This classroom will feature HyFlex technology, which will allow students to receive an in person feel of the course from faculty while students connect from work, home or a location anywhere that is convenient for them.

I respectfully request that the Board of Trustees accept this grant award.



MEMO

To: Dr. Josh Bullock, President
From: Greg Nuxoll, Vice President for Business Services
Date: June 8, 2022
Subject: Lease Renewal Agreement with Local Workforce
Innovation Area #23

Attached, please find a proposed lease renewal agreement between the College, as Lessor, and the Local Workforce Innovation Area #23, as Lessee, for the period of July 1, 2022, through June 30, 2023. This lease agreement is for property located on Campus at the Workforce Development Center. The College is leasing out 431 square feet at \$15 per square foot as the College is agreeing to all maintenance, utilities and services related to the property.

I respectfully request that the Board approve this lease.

Attachment

Facility Lease Agreement

This lease, made this _____ 2022, in Mattoon, Illinois, by and between Lake Land College of Mattoon, Illinois, hereinafter referred to as Lessor, and Local Workforce Innovation Area 23, hereinafter referred to as Lessee.

WITNESSETH:

1. Lessor hereby leases to the Lessee space in the described attached office buildings at 5001 Lake Land Boulevard, Mattoon, Illinois 61938. The area consists of approximately 431 square feet.

The term of this lease shall be deemed to have commenced upon the 1st day of July, 2022, and shall terminate on the 30th day of June, 2023. Notwithstanding the foregoing, unless written notice is given to the party desiring to terminate this lease to the other party sixty (60) days prior to the end of the lease then this lease shall extend for an additional year on the same terms and conditions. Lessee may be allowed to terminate for lack of federal funding.

2. Lessee agrees to use and occupy the premises for the purpose of operating a Workforce Innovation Act and Trade Adjustment Assistance.

3. Lessee agrees to pay to Lessor as rent for the premises the sum of \$1,616.25 per quarter, payable on the first day of every quarter of the term herein, the time of each such rental payment being of the essence of this agreement. Payment of rent is to be made to 5001 Lake Land Boulevard, Mattoon, Illinois 61938 or at such other place as Lessor may from time to time direct.

4. All cost of maintaining of the interior of the office building, including the furnace, air conditioner, plumbing and light fixtures shall be paid by the Lessor.

5. Lessor shall be responsible for janitorial service, trash removal, and snow removal.

6. Lessor shall be responsible for utilities, including gas, electricity, water and sewer.

7. All expense of maintenance of the exterior of the building, including lawn care, shall be the responsibility of the Lessor.

8. Lessee accepts "premises" with their appurtenances and fixtures in their present condition, and, upon termination of its Lease, will surrender the "premises" in as good order and condition, as when received, reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty accepted.

9. Should a substantial portion of the leased premises, or of the property of which it is a part, be substantially damaged by fire or other casualty or be taken by eminent domain, the Lessor, may elect to terminate this Lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for the intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

- (a) the Lessor fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) the Lessor fails to restore the leased premises to the condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The Lessor reserves, and the Lessee grants to Lessor, all rights which the Lessee may have for damages or injury to the leased premises for damages or injury to the leased premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

10. Lessee agrees not to assign this Lease nor sublet the "premises" or any part thereof without the prior written consent of the Lessor, which consent may be granted or withheld in Lessor's absolute discretion. The ban as to subleasing the subject "premises" does not apply to the sublease to the Lessor by the Lessee attached hereto and incorporated herein by reference and dated that same date herein. Subletting or assignment of this lease by Lessee shall not release Lessee from any part of his obligations under this Lease and acceptance of an assignment of this Lease, or sublease of the "premises", by any person, shall be construed as a promise on the part of such assignee or Sub-Lessor to be bound by and perform all of the agreements of Lessee herein contained.

11. Lessee agrees not to make any contract for the construction, repair, or improvement of, or, to, the "premises", or any part thereof, or for any work to be done or materials furnished on or to the "premises", or any part thereof, without the prior written consent of Lessor, and without providing in such contract or agreement that no lien of mechanics or materialman shall be created or shall arise against the leased "premises", building, or improvements at any time located on said "premises".

12. This Lease may be terminated by either party at their election in the event of the breach by the other party of any of the agreements herein contained, unless said breaching party cures such breach within thirty (30) days of notice thereof from the other, except that Lessor may terminate this Lease for non-payment of rent on thirty (30) days written notice to Lessee.

13. A waiver by Lessor of any one instance of default by Lessee in the performance of any provision of its Lease shall not be construed as a waiver of any other prior or

subsequent default, nor a relinquishment by Lessor of Lessor's right hereunder to have Lessee perform this Lease in strict accordance with its provisions, time being of the essence of this Lease. Without limiting the foregoing, the acceptance of rent after it falls due, or after knowledge of any breach hereof by Lessee, whether required by law or not, shall not constitute, nor be construed as, a waiver by Lessor of any right or remedy arising out of any prior or subsequent default by Lessee, nor a waiver of Lessor's right to insist on Lessee's performance of all of his obligations hereunder in strict accordance of the provisions of this Lease.

14. The rights and remedies of the Parties under this Lease are not exclusive, but shall be cumulative, and to exercise of any right or remedy by a Party shall not prevent the exercise of any other right or remedy by the Party, whether provided for by this Lease or by law.

15. All of the agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, and permitted successors and assigns pursuant to paragraph 14 above, of the respective Parties hereto.

16. This Lease shall be executed in duplicate, each such executed copy to be considered an original.

17. Lessee agrees, at the expiration, or earlier termination, of this Lease, and without notice or demand, to give peaceable possession of the premises to Lessor.

18. In the event of default by either party, in the terms of this Lease, the defaulting party shall pay the other parties reasonable attorney fees and Court costs necessarily incurred for enforcement of the terms of the Lease.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Lake Land College

Local Workforce Innovation Area 23

Print Authorized Agent of Lessor

Print Authorized Agent of Lessee

Title

Title

Signature

Signature



MEMO

TO: Dr. Josh Bullock, President

FROM: Greg Nuxoll, Vice President for Business Services

DATE: June 8, 2022

RE: Approval for New Roof at the Kluthe Building in Effingham, IL

The College is currently installing new air conditioning units at the Kluthe Building in Effingham, IL. The new A/C units are much more efficient and smaller than the original, existing units currently on the existing roof. Once the new units are installed on the roof, the College faces the issues of a roof repair due to the smaller units or to put an entirely new roof on the building. Considering the College needs at least a repair and the College plans to renovate the Kluthe Building in the next few years, I recommend moving forward in the near future with the installation of a new roof.

The College has worked with the CTS Group, a Verergy Company, to lead the project in areas of cost estimating, bid administration, engineering and design. Based on price quotes assembled by the CTS Group, a Verergy Company, the total estimated costs of the entire project will be \$340,879 with the pricing including a 20-year warranty. If approved, the College will formally amend the existing Master Performance Contract with CTS to reflect the Kluthe related work.

The College is in the midst of completing a new bond. The renovation of the Kluthe Building in Effingham was one of the projects to be completed with the new bond funds. Rather than wait as much as a few years to put on a new roof as part of the entire building renovation, the College would use a portion of the new bonds to fund the new roof.

I respectfully ask the Board to approve moving forward with the new roof installation project at the Kluthe Building in Effingham, IL for the total cost of \$340,879, contingent upon a formal amendment of the existing Master Performance Contract with the CTS Group.

Please do not hesitate to contact me if you have any questions or need any further clarification.



Lake Land College
Kluthe Center Effingham Illinois
Roof Replacement

4/25/22

Scope of Work:

1. Roof Work

- a. Coordinate replacement of roof while HVAC units are being installed
- b. Remove existing roof
- c. Dispose of existing roof properly
- d. Install 60 mil TPO roof
- e. Includes 20-year warranty
- f. Includes new waste vent pipe stack to replace existing
- g. Includes cover blocking and decking issues repair
- h. Includes construction management
- i. Includes warranty, bonds, insurance
- j. Guaranteed maximum price
- k. Includes stamped, drawing and permitting.

Project Price: \$340,879



Memo

To: Dr. Josh Bullock, President

From: Greg Nuxoll, Vice President for Business Services

Date: June 8, 2022

Re: Approval to enter into a Purchase Real Estate Agreement

At the May 2022 Board Meeting, the Board granted approval to the College to formally offer to purchase 30.1 acres of land directly adjacent to the north of the College for the purchase price of \$620,000.

The College worked with its legal counsel, Robbins Schwartz, to develop a standard real estate purchase and sales agreement. Last week, the College and the Seller has agreed upon contract terms and ready to start the closing portion of the real estate transaction.

I am including a copy of the agreed upon contract for your review.

It is my recommendation that the Board grant approval for the College to enter into the real estate purchase contract and move forward to finalizing the purchase of the 30.1 acres of land directly adjacent to the north of the College for the purchase price of \$620,000.

Please do not hesitate to contact me if you have any questions or need any further clarification.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made this ____ day of June 2022, by and between Reggie H. Phillips and Martha R. Phillips, having an address of 2402 18th Street in Charleston, Illinois 61920, hereinafter referred to as "**Seller**," and Lake Land College, Community College District No. 517, an Illinois public community college, having the address of 5001 Lake Land Boulevard in Mattoon, Illinois 61938, hereinafter referred to as "**Purchaser**." Purchaser and Seller sometimes herein referred to individual as a "**Party**" or "**party**" and collectively as the "**Parties**" or "**parties**". This Agreement shall become effective on the date of the full execution and delivery by the Parties hereto ("**Effective Date**").

RECITALS:

WITNESSETH:

WHEREAS, Seller is the title owner of fee simple title to certain real estate and any improvements thereupon or thereto, comprising approximately 30.1 acres and commonly known as a portion of Lake Land College Sub and located adjacent to Lake Land Living Apartments at a service address of 2110 Laker Avenue in Mattoon, Illinois 61938, and identified as PIN No. 10-0-00032-000, hereinafter referred to as "**Property**," located in Coles County, Illinois, the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof by this reference;

WHEREAS, Seller desires to sell and Purchaser desires to purchase, the Property (as defined hereinabove) in accordance with the terms and conditions set forth in this Agreement and without limitation to Seller's obligation and covenants contained herein or otherwise arising;

WHEREAS, Seller and Purchaser have negotiated for the purchase of the Property and have agreed to confirm this Agreement upon the terms and conditions herein expressed;

NOW, THEREFORE, in consideration of the Property, the agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURCHASE AND SALE.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all of the following (a) all of Seller's right, title, estate, and interest in and to the Property, (b) all rights, privileges, easements, and right of ways appurtenant to said Property, including without limitation to all mineral rights, if any, underlying the Property owned by Seller, (c) all improvements and fixtures located on or in the Property, (d) all tangible personal property located on and used in connection with the Property, owned by Seller and remaining on the Property as of the date of Closing, defined hereinbelow, (e) all rights, warranties, guarantees, utility, contracts, approvals, permits, certificates of occupancy, surveys, plans and specifications, and any agreements, covenants, or indemnifications that Seller received from any third party, including any prior owner, and relating to the above. The Property is currently subject to the Farm Lease which shall terminate upon Closing as further described herein.

2. **PURCHASE PRICE.** The purchase price (the "**Purchase Price**") for the Property shall be Six Hundred Twenty Thousand Dollars (\$620,000.00) due and payable to Seller at Closing, defined hereinbelow, subject to any credits or adjustments as provided herein, simultaneously with delivery of deed, by certified or bank checks, or by one or more wire transfers of immediately available funds to an account designated by Seller.

3. **CLOSING.** The closing of the transaction contemplated by this Agreement (herein referred to as the "**Closing**" or "**Closing Date**") shall be held at the office of the Title Company on a date which is sixty (60) days after the Effective Date or as otherwise mutually agreed to by the parties hereto. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow (the "**Closing Escrow**") to be opened with the Escrowee on or before the Closing Date, with such special provisions inserted in the Closing Escrow as may be required to conform to this Agreement; provided, however, in the event of a conflict between the terms of this Agreement and the Closing Escrow, the terms of this Agreement shall control.

4. **DELIVERIES AT CLOSING.**

(a) **Seller's Deliveries:** At Closing, Seller shall deliver to the Purchaser the following documents:

(i) A Warranty Deed conveying to Purchaser the Property, subject to the Permitted Exceptions (as hereinafter defined) (the "**Deed**");

(ii) A Certificate of Non-Foreign Status of Seller as required by Section 1445 of the Internal Revenue Code;

(iii) Any reasonable and customary documentation required by the Title Company (as hereinafter defined) in order for the Title Company to issue the Title Policy (as hereinafter defined);

(iv) A personal "Gap" undertaking, if required by the Title Company to effectuate a "New York Style" Closing;

(v) A closing statement in a manner which reflects the terms and conditions, as applicable, of this Agreement (the "**Closing Statement**"); (vi) An ALTA Statement, as required by the Title Company.

(b) **Purchaser's Deliveries:** At Closing, Purchaser shall deliver to the Escrowee, or Seller directly, as Purchaser may elect, the following:

(i) The Purchase Price in accordance with Paragraph 2 above, plus Purchaser's share of closing costs;

(ii) Such proof of Purchaser's authority and authorization to enter into this transaction as may be required by the Title Company;

(iii) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy; and

(iv) An acknowledgment of Purchaser's acceptance of the Closing Statement.

(c) **Joint Deliveries:** At Closing, Purchaser and Seller shall jointly deliver the following documents to the Escrowee:

(i) To the extent required, state, county and municipal transfer tax declarations.

5. **ALLOCATION OF CLOSING COSTS AND EXPENSES.**

(a) **Seller's Closing Costs:** Seller shall be responsible to pay for (i) all expenses in connection with the payment, release, and satisfaction of any encumbrances caused by Seller and recording costs to release any such encumbrances, (ii) Seller's attorneys' fees, (iii) the premium for Purchaser's standard owner's policy of title insurance and the costs of the State of Illinois policy fee for such standard owner's policy, (iv) one-half (1/2) of the customary escrow, if any, and closing fees charged by the closing Title Company, (v) all transfer taxes and documentary stamps payable to the State of Illinois or Coles County in connection with the conveyance of the Property to Purchaser that are customarily charged to the seller (if no ordinance or custom, then shall be paid by Seller), (vi) real estate tax prorations as provided in Section 6 below, and (vii) such other expenses provided to be paid by Seller herein or not otherwise provided for herein and traditionally a seller's costs in a transaction of this size and type in Coles County, Illinois.

(b) **Purchaser's Closing Costs:** Purchaser shall be responsible to pay for (i) Purchaser's attorneys' fees, (ii) the recording fee for the Deed, (iii) the cost of Purchaser's survey and/or appraisal, if any, (iv) Purchaser's expenses for tests, surveys, and inspections or other costs related to Purchaser's due diligence review; (v) the final search fees, (vi) the full costs of any money lender's escrow and lender's title policy (including any endorsements thereto), (vii) one-half (1/2) of the customary escrow, if any, and closing fees charged by the closing Title Company, (viii) the costs of any required wiring fee charged by the closing Title Company, (ix) all transfer taxes and

documentary stamps payable to the State of Illinois or Coles County in connection with the conveyance of the Property to Purchaser that are customarily charged to the purchaser (if no ordinance or custom, then shall be paid by Seller), and (x) such other expenses provided to be paid by Purchaser herein or not otherwise provided for herein and traditionally a buyer's costs in a transaction of this size and type in Coles County, Illinois.

6. **PRORATIONS.** The following prorations, except as specifically provided herein to the contrary, shall be made as of the Closing Date and shall be applied to reduce or increase the balance of the Purchase Price, as applicable:

(a) **Taxes.** Seller shall be liable for all real property ad valorem taxes and personal property taxes, special taxes and assessments (collectively "**Property Taxes**") for the calendar year 2021 payable in 2022 and 2022 payable in 2023, which shall be prorated as of midnight preceding the date of Closing based upon one hundred and five percent (105%) the most recent prior year's issued Property Taxes bill. Purchaser shall thereafter be liable for all subsequent Property Taxes. All special assessments which are a lien upon the Property as of the date of this Agreement shall be Seller's expense, unless such assessments are payable in future installments, in which event only the installment for year of Closing shall be apportioned through the Closing Date, and all future installments shall be paid by Purchaser. All such taxes and special assessments shall constitute a credit to Buyer against the Purchase Price, and shall release Seller from any further liability to Purchaser in connection therewith.

(b) **Farm Lease Rent.** As set forth in Section 13.

7. **TITLE INSURANCE.**

(a) **Title Commitment.** Within three (3) business days after the Effective Date, Seller shall order for deliver to Purchaser a commitment (the "**Commitment**") for an ALTA Owner's Policy of Title Insurance issued by a title insurance company authorized to do business in Coles County, Illinois (the "**Title Company**") showing title to the Land and improvements vested in Seller, subject only to: (i) the standard printed exceptions and general exceptions contained in the Commitment, (ii) general taxes not yet due and payable, (iii) matters created by, through or under Purchaser; and (iv) all matters approved or waived by Purchaser pursuant to Paragraph 7(b) below (hereinafter collectively referred to as the "**Permitted Exceptions**").

(b) **Title Approval.** Purchaser shall have a period of fifteen (15) days following receipt of the Commitment and legible copies of the documents referred to therein as conditions or exceptions to title to the Property to review such items and to deliver to Seller a notice of the objections that Purchaser may have to anything contained in or set forth in or disclosed by the Commitment ("**Unpermitted Exceptions**"). Any exception to which Purchaser does not object within said time period shall be considered a "**Permitted Exception**." If Purchaser timely delivers notice of any Unpermitted Exceptions to Seller, Seller may within fifteen (15) days after receipt of the notice of Purchaser's Unpermitted Exceptions advise Purchaser as to whether Seller intends to correct or satisfy the Unpermitted Exceptions; provided, however, Seller shall have no obligation to correct or satisfy the Unpermitted Exceptions. If Seller is unable or unwilling to so correct the Unpermitted Exceptions, then Purchaser shall have the right, at its election but as its sole and exclusive remedy, to (a) waive the Unpermitted Exceptions and accept title to the Property subject to such Unpermitted Exceptions (in which event such exceptions shall be deemed a "Permitted Exception"), or (b) terminate this Agreement. In the event that on or before the end of the said 15-day period, Purchaser has not waived all of the Unpermitted Exceptions that have not been agreed to be corrected or satisfied by Seller (which Seller shall complete on or before Closing), then Purchaser shall be deemed to have elected to terminate this Agreement. In the event Purchaser elects or is deemed to terminate this Agreement, neither party hereto shall have any further obligation or liability under this Agreement, except as otherwise provided to the contrary in this Agreement.

(c) **Title Policy.** As of the Closing Date, Seller shall cause the Title Company to issue to Purchaser its ALTA Owner's Policy of Title Insurance or irrevocable commitment to issue same (the "**Title Policy**") covering the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions. Any endorsement requirements requested by Purchaser (including extended coverage) shall be paid for solely by Purchaser.

8. **PLAT OF SURVEY.** Seller shall deliver to Purchaser any existing plat of survey of the Property, in Seller's actual possession.

9. REPRESENTATIONS.

(a) **Representations of Seller.** In order to induce Purchaser to enter into this Agreement, Seller, to the best of Seller's actual knowledge without independent inquiry, represents to Purchaser as follows:

(i) **Notice of Legal Violations.** Seller has received no notices of any violations of any laws, ordinances or regulations applicable to the Property which have not been cured.

(ii) **Binding Documents.** This Agreement has been, and all the documents to be delivered by Seller to Purchaser at Closing will be, duly authorized, executed and delivered by Seller, are or will be legal, valid and binding obligations of Seller, will be sufficient at Closing to convey good and marketable title to Purchaser, are or will be at Closing enforceable in accordance with their respective terms, and do not and will not at Closing violate any provisions of any agreement to which Seller is a party or by which the Property is bound.

(iii) **No Pending Actions.** There are no actions, suits, or proceedings pending for which the Property is bound or, to Seller's actual knowledge without independent inquiry; threatened against or relating to Seller or the Property in any court or before any administrative agency.

(b) **Representations of Purchaser.** In order to induce Seller to enter into this Agreement, Purchaser represents to Seller as follows:

(i) **Purchaser's Authority.** Purchaser has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Purchaser hereunder.

(ii) **Requisite Action.** All requisite action has been taken or obtained by Purchaser in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

(iii) **Individual Authority.** The individual(s) executing this Agreement on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this Agreement.

10. CONDEMNATION PRIOR TO CLOSING.

(a) **Condemnation.** If, prior to the Closing Date, all or any significant portion (as defined in this of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller will notify Purchaser of such fact promptly after obtaining knowledge thereof and Purchaser will have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. For the purposes hereof, a "significant portion" of the Property will mean such portion of the Property which has a value (based on the aggregate of the cost of restoration and the diminution in the value of the Property after restoration) in excess of twenty-five (25%) percent of the Purchase Price.

11. **BROKERS.** The parties mutually warrant and represent to the other that no brokers have been authorized to act on their behalf in respect of the transactions contemplated hereby.

12. COVENANTS. Seller agrees that it:

(a) shall not, without first obtaining the written consent of Purchaser, enter into any contracts or agreements pertaining to the Property which would survive the Closing Date and be binding upon Purchaser;

(b) shall maintain in good standing all licenses, permits, certificates and authorizations required for the Property.

13. **FARM LEASE.** Seller and Purchaser agree to prorate the entire rent on the Property during the 2022 crop year pursuant to the farm lease by and between Phillips Investments, LLC, as lessor and Purchaser, as

Tenant ("Farm Lease") which became effective March 15, 2022, based on the calendar days from the beginning of the lease date, March 15, 2022, to the Closing Date. Seller and Purchaser acknowledge and agree the Farm Lease shall automatically terminate upon Closing and said lessor shall have no further obligations and/or liabilities to Purchaser on and after Closing.

14. DEFAULT.

(a) Default by Seller. In the event that any of Seller's representations or warranties contained herein are untrue (either when made, at Closing, or thereafter, as applicable) or if Seller shall have failed to have timely performed any of its obligations, covenants or agreements contained herein which are to be performed by Seller at any time, then Purchaser, at Purchaser's option may, in addition to all other remedies available at law or in equity:

(i) continue this Agreement in full force and effect and demand specific performance thereof by Seller and hold Seller liable for all direct damages arising from the breach thereof;

(ii) terminate this Agreement, by giving written notice thereof to Seller, such termination to become effective upon the giving of such notice.

(iii) Purchaser shall have the sole right at Purchaser's election to determine which of the foregoing remedies he shall pursue. The remedies herein given to Purchaser shall not be exclusive of any other remedy, but Purchaser shall, in the case of default or breach, or for any other reason herein contained, have every other remedy given this Agreement by law or in equity and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise.

(b) Default by Purchaser. In the event that any of Purchaser's representations or warranties contained herein are untrue (either when made, at Closing, or thereafter, as applicable) or if Purchaser shall have failed to have timely performed any of its obligations, covenants or agreements contained herein which are to be performed by Purchaser at any time, then Seller, at Seller's option may, in addition to all other remedies available at law or in equity:

(i) continue this Agreement in full force and effect and demand specific performance thereof by Purchaser and hold Purchaser liable for all direct damages arising from the breach thereof;

(ii) terminate this Agreement, by giving written notice thereof to Purchaser, such termination to become effective upon the giving of such notice.

(iii) Seller shall have the sole right at Seller's election to determine which of the foregoing remedies he shall pursue. The remedies herein given to Seller shall not be exclusive of any other remedy, but Seller shall, in the case of default or breach, or for any other reason herein contained, have every other remedy given this Agreement by law or in equity and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise.

(c) Attorney Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party rising out of this Agreement, then in that event the prevailing party as determined by a court of competent jurisdiction shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

15. POSSESSION AND CONDITION OF PROPERTY. Seller shall deliver possession of the Property to Purchaser on the Closing Date. PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SHALL SELL AND PURCHASER SHALL PURCHASE THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS", AS OF THE DATE OF THIS AGREEMENT AND AS OF THE CLOSING DATE, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER,

WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER AS TO ANY MATTER, CONCERNING THE PROPERTY.

16. SUCCESSORS AND ASSIGNS. Purchaser may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller, the granting or denial of which consent shall not be unreasonably withheld; provided, however, that Purchaser shall have the right to assign this Agreement without the consent of Seller to any entity affiliated with and controlled by Purchaser subject to the following: (i) notice of such assignment is delivered to Seller and (ii) the Purchaser shall not be released from any liability under this Agreement as a result of any such assignment. No transfer or assignment by Purchaser in violation of the provisions hereof shall be valid or enforceable. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

17. NOTICES. Any notice, request, approval, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be conclusively deemed to be delivered when personally delivered or when (a) sent electronically or transmitted by fax to the applicable fax number indicated below followed with mailing by regular United States mail; or (b) deposited for prepaid overnight delivery with an overnight courier such as Federal Express or other national overnight courier service; and such notices are addressed to the following addresses:

IF TO SELLER: Lake Land College
c/o President Jonathan Bullock
5001 Lake Land Boulevard
Mattoon, IL 61938
Email: jbullock@lakelandcollege.edu

With copy to: Greg Nuxoll
Vice President for Business Services
5001 Lake Land Boulevard
Mattoon, IL 61938
Email: gnuxoll@lakelandcollege.edu

Matthew J. Gardner
Christopher R. Gorman
55 West Monroe, Suite 800
Chicago, IL 60603
mgardner@robbins-schwartz.com
cgorman@robbins-schwartz.com

IF TO PURCHASER: Phillips Investments, LLC
Hadley Phillips
Chief Operating Officer
2402 18th Street
Charleston, IL 61920
hadley@phillipsinvestments.net

The Parties may change their respective addresses, email addresses and/or fax numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.

Notice of change of address shall be given by written notice in the manner detailed in this Paragraph 17.

18. MISCELLANEOUS.

(a) This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party.

- (b) Time is of the essence of this Agreement.
- (c) Paragraph headings shall not be used in construing this Agreement.
- (d) Except as herein expressly provided, no waiver by a party of any breach of this Agreement by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance.
- (e) No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.
- (f) Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may not be unreasonably withheld.
- (g) This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- (h) No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in a writing signed by the party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.
- (i) If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of the period or the date of such performance shall be extended to the next business day.
- (j) The parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.
- (k) The effective date of this Agreement (the "**Effective Date**") shall be the latter of the date the Board of Trustees of Lake Land College formally approves the Agreement at a public meeting pursuant to the Illinois Open Meetings Act or the date set forth next to the signature of Seller contained below; but, in no event shall the Effective Date be later than _____, 2022.
- (m) Seller and Purchaser each reserves the right to complete this transaction as part of a tax-deferred like-kind exchange ("Exchange") within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended and the Regulations promulgated thereunder. Each party hereto expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g) on or before the Closing Date. Each party agrees, at no cost or expense to the other, to execute such documents, and take such actions as are necessary to assist the other party in a Section 1031 Exchange and to cooperate fully with the other party to accomplish the Exchange including, but not limited to, executing escrow instructions to document and effectuate the Exchange, provided that such Exchange does not impair or delay the consummation of the transaction provided for herein.
- (n) This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [including, without limitation, "pdf", "tif", "jpg", DocuSign or AdobeSign] or other counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

[Redacted Signature]

Reginald H. Phillips

[Redacted Signature]

Martha R. Phillips

PURCHASER: _____ Lake Land College, an Illinois public community college

BY: _____
ITS: Chairperson

EXHIBIT A

LEGAL DESCRIPTION

PARADISE FARMLAND PT SE 1/4 SEC 02 T11N R07E

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
Date: June 13, 2022**

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Alexander, Adam	Newspaper Editor - Student Newspaper	8/1/22
Alfauri, Hamza	Print Shop Technician Assistant	5/9/22
Babbs, Braydon	CBI Student Intern	5/17/22
Estacio, Estiven	Print Shop Technician Assistant	5/16/22
Frazier, Darrius	Admissions and Records Data Entry Assistant	5/10/22
Garcia Orozco, Karen	International Student Ambassador	5/23/22
Matheny, Andrew	International Student Ambassador	5/23/22

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Part-time		
Frazier, Darrius	Admissions and Records Data Entry Assistant	5/13/22
Reed, Kaleb	Admissions and Records Data Entry Assistant	5/13/22
Sample, Stephanie	Admissions and Records Data Entry Assistant	5/13/22
Thomas, Joseph	Admissions and Records Data Entry Assistant	5/13/22
Vonderheide, Anthony	Admissions and Records Data Entry Assistant	5/12/22

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Volunteer-unpaid		
Bloemer, Shawna	Dual Credit Instructor	5/11/22
Ghere, Lori	Dual Credit Instructor	5/26/22
Knebel, Laurna	Dual Credit Instructor	1/10/22
Pullen, Logan	Dual Credit Instructor	5/12/22
Full-time		
Carr, Sarah	Administrative Assist to Technology	6/20/22
Walk, Penny	Donor Information & Database Coordinator	6/29/22
Full-time Grant Funded		
Shriver, Lindsay	Outreach Advisor Trio DC	6/14/22
Part-time		
Aldarondo Perez, Alondra	Bookstore Rush Worker	5/5/22
Allee, Sydney	Admissions and Records Data Entry Assistant	5/17/22

Bartley, Ashley	Fitness Center Specialist	5/12/22
Bryson, Beverly	Bookstore Rush Worker	5/9/22
Butler, Kaylee	Dual Credit Coordinator	5/19/22
Cothorn, Kelly	Communications Specialist	5/18/22
Hyatt, Josey	Student Assistance Specialist	6/1/22
Rilenge, Jodie	Adjunct Faculty Allied Health Division	8/22/22
Rogers, Mary	Ofc Assistant to Allied Health Programs	6/6/22
Rothermel, Judith	Human Resources Assistant	5/16/22

Part-time-Grant Funded

Bauman, Lauren	Agriculture Education Intern	5/9/22
Benhoff, Brooke	Agriculture Education Intern	5/9/22
Draper, Bailey	Agriculture Education Intern	5/9/22
Foxworthy, Baylee	Agriculture Education Intern	5/9/22
Kessler, Riley	Agriculture Education Intern	5/9/22
Klockenga, Halle	Agriculture Education Intern	5/9/22
Osborne, Alexandria	Agriculture Education Intern	5/9/22
Scherer, Lindsey	Agriculture Education Intern	5/9/22
Sherrerd, Lillie	Agriculture Education Intern	5/9/22
Sims, Raegan	Agriculture Education Intern	5/9/22

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Coop, Tylana	Associate Dean of Correctional Programs	4/29/22
Cox, Jane	Administrative Assistant to Career Services	2/24/22
Jackson, Nicole	Donor Information & Database Coordinator	4/15/22
Montgomery, Cathy	Administrative Ast to Agriculture & Technology	5/13/22
Monti, Francesca	Correctional Office Assistant	4/27/22
Part-time		
Bushue, Tyler	Commercial Driver Training Instructor	5/18/22
Cushing, Jaime	Clinical Dentist	3/16/22
Donnel, Megan	Cosmetology Clinical Instr (hourly)	4/14/22
Greuel, Katherine	Lake Land College Student Trustee	4/18/22
Haslett, Suzanne	Clinical Dentist	6/30/21
Lawrence, Jessalyn	Covid Test Collection Assistant	3/30/22

Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Adams, Trisha	Correctional Office Assistant From Correctional Career Technology	4/18/22
Nead, Kaitlyn	Coordinator for Student Comm& Initiative From Admissions Representative	5/2/22