

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**IECC Board of Trustees Meeting**

**Tuesday, June 17, 2025**



**Location:**

**Lincoln Trail College, Statesmen Grill  
11220 State Highway 1  
Robinson, IL 62454**

**Dinner – 5:30 p.m.  
Meeting – 6:15 p.m.**

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**Tuesday, June 17, 2025**

**6:15 p.m.**

**Lincoln Trail College, Statesmen Grill**

**11220 State Highway 1**

**Robinson, IL 62454**

1. Call to Order & Roll Call Chairman Carter
  
2. Welcome from the Chair Chairman Carter
  
3. Recognition of Visitors and Guests President Ambrose
  - A. Visitors and Guests
  - B. IECCEA Representative
  
4. Honorable Recognition Chancellor Gower
  - A. President Tona Ambrose- Phi Theta  
Kappa Paragon Award
  - B. Dr. Gerald Edgren- Retiring FCC  
President/Vice Chancellor of Academic  
Affairs
  - C. Board Resolution Honoring 6  
Dr. Gerald "Jay" Edgren
  
5. Public Comments
  
6. Reports
  - A. Trustees

B.	Chancellor		
C.	Presidents & Divisions		
7.	Approval of Consent Agenda	Chancellor Gower	
A.	Disposition of Minutes		8
B.	Inter-Fund Loans		13
C.	Building & Maintenance Fund Resolution		15
D.	Policy 500.5 Credit for Prior Learning		17
E.	Affiliation Agreements		19
8.	Action on Items Removed from Consent Agenda	Chancellor Gower	
9.	Policy First Reading (and Possible Approval) None.	Chancellor Gower	
10.	Policy Second Reading None.	Chancellor Gower	
11.	Staff Recommendations for Approval		
A.	Payment of Accrued Bills	Chancellor Gower	31
B.	Working Cash Resolution	Chancellor Gower	32
C.	Lease Agreements	Mr. Hawkins	34
D.	Insurance Renewal	Mr. Hawkins	125

E.	<i>Bond Resolution- Resolution providing for the issue of \$6,175,000 Taxable General Obligation Community College Bonds, Series 2025A, and \$865,000 General Obligation Community College Bonds, Series 2025B, for the purpose of paying claims against and increasing the working cash fund of the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.</i>	Chancellor Gower 126
F.	CDB Trust Agreement	Mr. Hawkins 152
G.	OCC Emergency Repair	Chancellor Gower 156
H.	Bid Exception IBT FY '24 Grant	Mr. Hawkins 157
I.	Bid Exception TRIO STEM Lab	Mr. Hawkins 159
12.	Bid Committee Report None.	Chancellor Gower
13.	District Finance	Mr. Hawkins
A.	Financial Report	160
B.	Approval of Financial Obligations	
14.	Executive Session	Chancellor Gower

- A. 2(c)(1) Employment/Appointment Matters
  - B. 2(c)(2) Collective Negotiating Matters
  - C. 2(c)(12) Litigation
15. Approval of Executive Session Minutes Chancellor Gower
- A. Written Executive Session Minutes
  - B. Audio Executive Session Minutes
  - C. Semi-Annual Review of Executive Session Minutes 169
16. Approval of Personnel Report Mrs. McDowell 171
17. Litigation Chancellor Gower
18. Adjournment

## **MEMORANDUM**

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: June 17, 2025  
RE: Resolution Honoring Dr. Gerald "Jay" Edgren

Enclosed for the Board's consideration is a resolution recognizing Dr. Gerald "Jay" Edgren for his outstanding service to Illinois Eastern Community Colleges in light of his upcoming retirement.

During his tenure, Jay has provided steady leadership at both the campus and system levels, guiding Frontier Community College with care and vision while also contributing significantly to academic realignment and systemwide initiatives. His work has strengthened campus infrastructure, advanced academic alignment, and helped lay the foundation for Guided Pathways. Perhaps most notably, Jay has consistently approached his work with professionalism, humility, and a clear commitment to our students and communities.

I respectfully recommend the Board's adoption of the enclosed resolution.

RG

Attachment

**Illinois Eastern Community Colleges  
Board of Trustees  
Resolution Honoring Dr. Gerald “Jay” Edgren**

**WHEREAS**, Dr. Gerald “Jay” Edgren has served Illinois Eastern Community Colleges with distinction as President of Frontier Community College and as Vice Chancellor of Academic Affairs, providing steadfast leadership, strategic vision, and an unwavering commitment to student access and academic excellence; and

**WHEREAS**, Dr. Edgren has been a vocal advocate for IECC’s ongoing organizational restructuring, not only understanding the imperative for change but helping to shape and champion the reforms necessary to strengthen institutional coherence, improve systemwide collaboration, and support student success; and

**WHEREAS**, during his tenure as President of Frontier Community College, Dr. Edgren has demonstrated exceptional stewardship of the campus—physically and reputationally—leading efforts that enhanced both its infrastructure and its identity within the community, including the development of the Rotary one-room schoolhouse pavilion, the installation of prominent campus signage, and the expansion of athletic facilities to support student recruitment and engagement; and

**WHEREAS**, Dr. Edgren’s commitment to Frontier’s future was further demonstrated through his leadership in the planning and advancement of the new Athletic Conditioning Facility, a project that reflects both his vision for student wellness and his deep care for the long-term vitality of the college; and

**WHEREAS**, as Vice Chancellor of Academic Affairs, Dr. Edgren has supported academic alignment, program innovation, and thoughtful leadership in policy and process development, helping to lay a stronger foundation for the Guided Pathways framework and institutional accreditation efforts; and

**WHEREAS**, Dr. Edgren has served IECC with humility, professionalism, and dedication—earning the respect and admiration of students, colleagues, and community partners alike;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Illinois Eastern Community Colleges does hereby express its deepest gratitude and appreciation to Dr. Gerald “Jay” Edgren for his outstanding service and leadership to Frontier Community College and the IECC system;

**BE IT FURTHER RESOLVED**, that this Resolution be entered into the permanent record of this Board and that a copy be presented to Dr. Edgren as a lasting expression of the Board’s recognition, respect, and sincere thanks.

Adopted this 17th day of June, 2025 by the Board of Trustees of Illinois Eastern Community Colleges District #529 at Lincoln Trail College, Crawford County, Illinois and witnessed by:

\_\_\_\_\_  
Chair, Board of Trustees  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Chancellor  
Illinois Eastern Community Colleges

Ryan Gower, Ph.D.  
Chancellor

1. Call to Order & Roll Call – Chairman Gary Carter called the meeting to order at 6:15 p.m. and directed Board Secretary Sonja Wease to call the roll.

Susan Batchelor:	Present
Roger Browning:	Present
Gary Carter:	Present
Brenda Culver:	Absent
John McLaughlin:	Present
Jan Ridgely:	Absent
Mireya Rose (Student Trustee):	Present
Barbara Shimer:	Present

Present: 5, Absent: 2.

2. Welcome from the Chair – Chairman Carter welcomed all who were present for the meeting.

### 3. Recognition of Visitors and Guests

3.A. Visitors and Guests – Chief Information Officer Paul Tait, Sharmila Kakac, Nixie Hnetkovsky, Mandy Gre pares, & Tara Farleigh.

3.B. IECCEA Representative – Nixie Hnetkovsky thanked Dr. Edgren for all his hard work at Frontier Community College and wished him well in his retirement. Ms. Hnetkovsky also thanked Executive Director of Human Resources Andrea McDowell and Chief Financial Officer Ryan Hawkins for getting the retroactive pay to faculty members earlier than anticipated.

### 4. Bond Hearing

*"Conduct of Public Hearing concerning the intent of the Board to sell \$8,000,000 Funding Bonds for the purpose of paying claims against the District and \$2,500,000 Working Cash Fund Bonds for the purpose of increasing the working cash fund of the District"* **Document Registry 25-05-01**

Motion to recess the regular meeting and reconvene immediately following the public hearing. This motion, made by Susan Batchelor and seconded by Roger Browning, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

Motion to exit public hearing and re-enter regular session. This motion, made by Susan Batchelor and seconded by John McLaughlin, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

Motion to approve a resolution to sell bonds of the District in an amount not to exceed

\$8,000,000 for the purpose of paying claims against the District and not to exceed \$2,500,000 for the purpose of increasing the working cash fund of the District. This motion, made by Roger Browning and seconded by Susan Batchelor, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

#### 5. Public Comments - None

#### 6. Reports

##### 6.A. Trustees - None

6.B. Chancellor – No additional information to his previously sent report.

6.C. Presidents & Divisions – Reports were presented by the Presidents & Vice Chancellors of each division.

#### 7. Approval of Consent Agenda

Motion to approve the consent agenda as presented. This motion, made by John McLaughlin and seconded by Barbara Shimer, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

7.A. Disposition of Minutes – Open meeting minutes as prepared for the regular meeting held on April 22, 2025 were presented for approval.

7.B. Policy 500.12 Student Mental Health Needs – The policy was revised to reflect changes in staffing and to continue adherence to Public Act 101-0251, the Mental Health Early Action on Campus Act. The Board waived the second reading and approved Policy 500.12 as presented. **Document Registry 25-05-02**

7.C. Policy 800.12 Minors & Visitors in the Classroom – This new policy clarifies IECC’s position regarding individuals in the classroom who are not enrolled in the course. The Board waived the second reading and approved Policy 800.12 as presented. **Document Registry 25-05-03**

7.D. Paramedic and EMT Program Fees – Fee changes due to the reactivation of a Paramedic certificate. The three changes to fee assessment are: 1) Paramedic Certificate Program: Program Liability Insurance Fee at \$15; 2) Paramedic Certificate Program: Uniform Purchase Fee at actual cost; 3) EMT Program: change the \$38 fee for the EMT program uniform to a cost recovery fee.

7.E. Affiliation Agreements – Chancellor Gower recommended approval of the affiliation agreements 3C Therapy & Wellness; Harrisburg Medical Center, Inc.; Southern Illinois Hospital Services; and Southern Illinois Medical Services, NFP.

#### 8. Action on Items Removed from Consent Agenda - None

#### 9. Policy First Reading (and Possible Approval) - None

#### 10. Policy Second Reading - None

## 11. Staff Recommendations for Approval

### 11.A. Calendar Year 2024 Report 403(b) Plan

Motion to approve the Calendar Year Report for the IECC 403(b) Plan as presented with a total of 149 participants and total assets of \$7,062,052. This motion, made by Roger Browning and seconded by Susan Batchelor, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

### 11.B. Redevelopment Agreement City of Olney

Motion to approve the Redevelopment Agreement with the City of Olney that includes a reimbursement for eligible costs for the plan development and site preparation of the new addition to Wattleworth Hall at Olney Central College dedicated to Allied Health. **Document Registry 25-05-04** This motion, made by Barbara Shimer and seconded by Susan Batchelor, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, John McLaughlin: Abstain (With Conflict), Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 4, Nay: 0, Absent: 2, Abstain (With Conflict): 1

### 11.C. FY 2026 Tentative Budget

Motion to approve the Budget Resolution and Tentative Budget for the fiscal year beginning July 1, 2025 as presented. **Document Registry 25-05-05** This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

## 12. Bid Committee Report - None.

## 13. District Finance

### 13.A. Financial Report

#### 13.B. Approval of Financial Obligations

Motion to approve payment of district obligations for April 2025 in the total amount of \$1,759,481.80. This motion, made by Roger Browning and seconded by Barbara Shimer, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea

Yea: 5, Nay: 0, Absent: 2

## 14. Executive Session - None

### 14.C. 2(c)(12) Litigation

### 15. Approval of Executive Session Minutes

Motion to approve the closed session minutes from the regular meeting held on April 22, 2025. This motion, made by Susan Batchelor and seconded by Mireya Rose, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

### 16. Approval of Personnel Report

#### 400.1 Employment of Personnel

1. Ben Morgan, Temporary, Full-time Automotive Instructor, OCC, Academic Affairs effective August 13, 2025 – May 14, 2026
2. Chad Killinger, Head Women's Basketball Coach, WVC effective June 2, 2025

#### 400.2 Change in Status

1. Paul Tait, Manager of Technology Infrastructure, DO to Chief Information Officer, DO effective May 12, 2025
2. Chelsea Dulany, Business Office Assistant, FCC, Business Operations to Business Office Specialist, FCC, Business Operations effective June 2, 2025
3. Jennifer Dunn, Student Services Specialist, FCC, Student Affairs to Student Services Software Specialist, FCC, Student Affairs effective June 2, 2025.
4. Danyelle Ayres, Coordinator of ICAPS & Instruction to Director of ICAPS and Instruction & Transition effective June 2, 2025
5. Sharis Wilson, Coordinator of Adult Literacy to Director of Literacy and AE Operations effective June 2, 2025

#### 400.3 Change of Status for Specific Positions Related to FLSA Legislation effective June 2, 2025

1. Julie Autuberry, TRIO Upward Bound Academic Coordinator
2. Kara Blanton, Academic Advisor
3. Derek Dunn, Coordinator of Marketing & Communications
4. Jennifer Jennings, Assistant Director, TRIO Upward Bound
5. Angel Kerner, Academic Advisor
6. Brady Martin, Academic Advisor
7. Christy Morley, TRIO Upward Bound Academic Coordinator
8. Amanda Nelson, Academic Advisor
9. Eric Resor, Academic Advisor
10. Jodi Schneider, Academic Advisor
11. Candice Young, TRIO Upward Bound Academic Coordinator

**400.4 Educational Level Change**

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Angelia Williams	MA+36	MA+48	\$1,000

**400.5 Retirement Ratification(s)**

1. Calvin Melvin, MIT Instructor effective May 31, 2025

Motion to approve the personnel report as presented. This motion, made by John McLaughlin and seconded by Susan Batchelor, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

17. Litigation – Chancellor Gower reported that the District has received a signed agreement with the court with a dismissal with prejudice regarding the Workforce Education lawsuit.

## 18. Adjournment

Motion to adjourn at 7:06 p.m. This motion, made by Mireya Rose and seconded by Barbara Shimer, Carried.

Brenda Culver: Absent, Jan Ridgely: Absent, Susan Batchelor: Yea, Roger Browning: Yea, Gary Carter: Yea, John McLaughlin: Yea, Mireya Rose (Student Trustee): Yea, Barbara Shimer: Yea  
Yea: 5, Nay: 0, Absent: 2

Approved: Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Inter-Fund Loans Resolution

During each fiscal year, it is not uncommon for transfers to be made between existing funds to meet obligations of the District.

Each fiscal year, in lieu of making permanent transfers between funds, the Board of Trustees is asked to approve a resolution authorizing these inter-fund loans and transfers. These inter-fund loans are for the purpose of meeting the ordinary and necessary expenditures of the district.

I ask that the Board adopt the attached resolution which authorizes the Treasurer of the District to make inter-fund loans as required during Fiscal Year 2026, and that such inter-fund loans be repaid and retransferred to the proper fund no later than June 30, 2026.

RG/akb  
Attachment



## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Building and Maintenance Fund Resolution

State statute requires that the Board of Trustees approve by a resolution granting authority to budget and expend funds collected from tax revenues for the purpose of operations and maintenance of the district campuses and properties.

The attached resolution authorizes the Chancellor of the District to budget and expend funds from a tax levied for operations, building and maintenance purposes, for the payment of salaries of maintenance and grounds workers, custodial employees, or any other operations and maintenance staff, engineers or such other contractors as required, and all costs of fuel, lights, gas, water, and custodial supplies and equipment or the cost of a professional survey of the condition of school buildings or of any one or more of the preceding items.

I ask the Board's approval of the Building and Maintenance Fund Resolution.

RG/akb

Attachment



MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 17, 2025  
RE: Credit for Prior Learning (Policy 500.5)

IECC allows students to receive academic credit for learning that occurs outside the classroom, such as work experience, military training, or recognized licensures and certifications, through the Credit for Prior Learning (CPL) policy.

Historically, Licensed Practical Nurses (LPNs) entering our RN program have received credit for prior coursework under the college's Transfer Credit Policy. Following a review by Academic Affairs, it has been recommended that LPNs instead receive credit for their nursing courses through the CPL policy, which better reflects the nature of this licensure-based learning.

To accommodate this change, the maximum amount of credit that can be awarded through CPL is being increased from 25% to 40% of any credential, allowing IECC to properly recognize LPNs' prior nursing experience while ensuring all general education courses continue to transfer through existing transfer credit policies.

The proposed changes to Policy 500.5 have been reviewed and approved by the Academic Affairs Leadership Team as well as the Strategic Engagement Planning Council.

Mr. Chairman, I respectfully request that the Board waive the second reading and approve Policy 500.5 as presented.

RG/ge  
Attachment

STUDENT - 500

### **Credit for Prior Learning (500.5)**

Date Adopted: December 19, 1989

Revised: April 20, 2015

Revised: November 19, 2019

Revised: January 18, 2022 Effective Date: 7/1/2022

Revised: April 25, 2023

Illinois Eastern Community Colleges understands college-level knowledge is obtained from learning experiences, as well as in a classroom. In recognition and support of this, students enrolled in a degree or certificate program at IECC may be eligible for academic credit for their prior learning experiences as determined by an evaluative process administered by the deans of instruction or designees. The deans of instruction or designees also monitor, evaluate, and make recommendations for revisions to credit for prior learning activities, as appropriate.

#### **Eligible Learning Experiences**

When properly documented, the following learning experiences will be assessed for credit at IECC:

- Military Training/Experience
- Certifications and Licensures
- Standardized Tests/Proficiency Examinations
- State Seal of Biliteracy
- Portfolio Evaluation

#### **Awarding Credit for Prior Learning (CPL)**

IECC will validate credit on a course-by-course basis and award credit when the documented learning experience demonstrates achievement of all terminal objectives for a specific course or courses. The following will also be considerations:

- CPL will not be awarded twice for the same learning.
- CPL will not be awarded for work that does not meet or exceed a grade level of "C".
- CPL will not be used to award financial aid or veteran's benefits.
- CPL cannot be used to improve an existing grade or replace a grade of withdrawal or incomplete.
- CPL credit will be posted to the student's academic record as Transfer Credit.
- No more than ~~twenty-five (25)~~ **forty (40)** percent of the required credit hours for a certificate or degree can be awarded from CPL.
- IECC does not accept CPL that was awarded at other institutions and CPL awarded at IECC will typically not transfer to other colleges.
- CPL will not be applied to the graduation credit hour minimum that must be completed at IECC.
- CPL will not be computed in the student's GPA.
- Unless otherwise defined procedurally, CPL will be awarded for learning experiences that have occurred within the last 3 years, while also considering older documented learning experiences on a case-by-case basis with the supposition that the knowledge has been retained.

Procedures will, at a minimum, outline the process for students to request CPL (including acceptable proof of the experience) and provide data on the specific or type of credit that may be granted by IECC.

## MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 17, 2025  
RE: Affiliation Agreements

An affiliation agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into a standard clinical affiliation agreement with the following organizations:

- Clay Co. Rehabilitation Center
- CTF Illinois
- Edwards Co. Health Office
- Rehabilitation & Performance Institute
- Stone Bridge Memory Care
- Trilogy Rehab Services, LLC
- Wabash Co. Health Department

IECC wishes to enter into a standard non-clinical affiliation agreement with the following organization:

- Kid's Kingdom Preschool Inc. Day Care Center

IECC wishes to enter into a negotiated standard clinical affiliation agreement with the following organization:

- SIHF Healthcare

I ask the Board's approval of these affiliation agreements.

RG/sc

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**  
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College  
**CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and \_\_\_\_\_  
\_\_\_\_\_(hereinafter referred to as AGENCY): of \_\_\_\_\_  
\_\_\_\_\_(city) (state)  
\_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical laboratory practice by students of the DISTRICT, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and IECC Faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

1. The AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of the DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service or Department Supervisor on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical laboratory experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of the AGENCY. IECC Faculty assumes full responsibility and supervision of the students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. The AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529 and will comply with the policies of the health AGENCY.

IECC Faculty and students assigned to or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of the AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the department director, supervisor, or Director of Nursing Service on behalf of the AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and IECC Faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. IECC Faculty and students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at the AGENCY.

12. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of IECC Faculty and students.

13. This agreement will remain in effect until July 1, 2027, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials as of the date of last signature.

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529

Signature: \_\_\_\_\_

\_\_\_\_\_  
Chair, IECC Board of Trustees

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Illinois Eastern Community College District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**  
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College  
**NON-CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and \_\_\_\_\_ (hereinafter referred to as AGENCY): of \_\_\_\_\_ (city) (state) \_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for Internships by students of the DISTRICT, and

WHEREAS, the AGENCY has agreed to make its facilities available to the students and faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

1. The AGENCY agrees to make its facilities available for internship training subject to the conditions and limitations contained herein.
2. The arrangements for use of said facilities of the AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Sponsoring Department on behalf of the AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the training.

3. DISTRICT #529 Program Coordinator will provide faculty contact information to the student(s) and AGENCY supervisor of the student(s). The specific assignment of learning experiences will be made and arranged by the AGENCY Supervisor, in consultation with the DISTRICT #529 Program Coordinator. The Program Coordinator will periodically visit the AGENCY for the purpose of evaluation and discussion with the AGENCY Supervisor.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY. The student(s) will be given the same consideration as employees in regard to safety, health and general employment conditions. The AGENCY will retain full and final decisions for assignments made to the student(s). The DISTRICT #529 Program Coordinator will be notified of any concerns or issues during the internship. The student(s) shall be subject to discharge at any time because of inefficiency or because of conditions within the AGENCY. This process will be cleared through the DISTRICT #529 Program Coordinator who will remove the student(s) from the internship.

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

5. If a physical exam or TB test is required, these will be scheduled at the expense of the student.

6. The student(s) and Program Coordinator will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

7. The status of the student intern(s) should be that of student learner(s). Any schedule of compensation shall be agreed on by the AGENCY, DISTRICT #529 Program Coordinator and

student(s). Compensation is not a requirement. Neither DISTRICT #529 or AGENCY hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program. Student(s) shall be covered by professional liability insurance through DISTRICT #529 prior to any assignment at the AGENCY.

8. This agreement will remain in effect until July 1, 2027, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 degree and certificate programs, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials as of the date of last signature.

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
Chair, IECC Board of Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Illinois Eastern Community College District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529**  
Frontier Community College | Lincoln Trail College | Olney Central College | Wabash Valley College  
**CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the date of last signature by and between ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, FRONTIER COMMUNITY COLLEGE, LINCOLN TRAIL COLLEGE, OLNEY CENTRAL COLLEGE and WABASH VALLEY COLLEGE, for its degree and certificate programs (hereinafter referred to as DISTRICT #529) and SIHF Healthcare (hereinafter referred to as AGENCY): with its corporate office located at 2041 Goose Lake Road, Sauget, Illinois, 62206.

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of AGENCY'S facilities for clinical practice by students of DISTRICT #529, and

WHEREAS, AGENCY has agreed to make its facilities available to the students and IECC Faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and performed by the parties hereto, the parties do herewith agree as follows:

1. AGENCY agrees to make its facilities available in all areas of patient care which are appropriate for educational experiences for observation and participation by the students and IECC Faculty and/or staff of DISTRICT #529, subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of AGENCY will be made by the designated employee(s) on behalf of DISTRICT #529 and the Administrator, and the Director of Nursing Service or Department Supervisor on behalf of AGENCY. The plan and program will be organized and agreed to by said persons prior to the commencement of the courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical experience and will be available to the students.

The specific assignment of learning experiences to specific students will be made and arranged by the IECC Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Department Supervisor, or Coordinator on behalf of AGENCY. IECC Faculty assumes full responsibility and supervision of the students during their clinical experience in AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of AGENCY; and the IECC Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of patient care and safeguard of patients assigned to students. AGENCY professional personnel will retain full and final decisions for patient care assigned to students.

5. Supervision of the health of all students making use of any of AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529 and will comply with the policies of AGENCY.

IECC Faculty and students assigned to or making use of any clinical area of AGENCY under the contemplated program will meet the health requirements of AGENCY.

This agreement forbids discrimination against any student on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish AGENCY, upon request, an attestation for each participating student showing that said student fully complies with the health requirements required by AGENCY.

6. The IECC Faculty of DISTRICT #529 participating in the program will receive an orientation to AGENCY by the appropriate AGENCY staff. DISTRICT #529 Faculty

participating in the program may be included in demonstrations of new equipment and techniques. Each new IECC Faculty member of DISTRICT #529 participating in the program will arrange with the appropriate department director or supervisor, on behalf of AGENCY, for an orientation prior to the assignment of the new IECC Faculty member to any clinical area.

7. DISTRICT #529 will provide orientation for the educational program for AGENCY staff.

8. AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the department director, supervisor, or Director of Nursing Service on behalf of AGENCY, and by the IECC Faculty, Department Head, and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and IECC Faculty will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records and will sign an AGENCY confidentiality statement prior to placement at an AGENCY facility.

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. IECC Faculty and students shall be covered by occurrence type professional liability insurance in the amount of one million (\$1,000,000) per occurrence and five million (\$5,000,000) annual aggregate prior to any assignment for practice at AGENCY.

12. AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at AGENCY, and conference room facilities for use of IECC Faculty and students.

13. This agreement will remain in effect until July 1, 2027, at which time it will be reviewed for renewal. Either party hereto may terminate this AGREEMENT by at least one (1)

school calendar year's written notice to the other party. All students enrolled in DISTRICT #529 and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their clinical experience needed for graduation at AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials as of the date of last signature.

SIHF Healthcare

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT #529

Signature: \_\_\_\_\_

\_\_\_\_\_  
Chair, IECC Board of Trustees

Name: Larry McCulley

Date: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Illinois Eastern Community Colleges District No. 529 does not discriminate on the basis of race, color, sex, pregnancy, gender identity, sexual orientation, age, marital status, parental status, religious affiliation, veteran status, national origin, ancestry, order of protection status, conviction record, physical or mental disability, genetic information, or any other protected category. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon requests.

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Payment of Accrued Bills

The District's fiscal year ends on June 30, and under general accounting rules, the District pays bills incurred in June, but invoiced in July, as expenses for Fiscal Year 2025. By July 30 all accrued bills received during this run-out period will be paid. Therefore, these accrued bills will be paid before the Board approves them.

At each regular Board meeting, the Board receives an electronic copy of bills for review and payment. At the August Board meeting, that electronic report will include current bills for approval plus the bills that were paid in the accrual period. Each of these accrual period payments will be designated with an A (for accrual) beside the vendor.

This procedure has been followed in prior years and I request the Board's approval to pay the accrued bills prior to Board approval, with the understanding that these bills will be made available electronically for Board review at the August Board meeting.

RG/akb

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Working Cash Fund Resolution

The Board of Trustees is required to approve a resolution authorizing the permanent transfer of interest earned on the Working Cash Fund to the General Fund for the purpose of paying general obligations of the District.

The Treasurer of the District has or will transfer an amount not to exceed \$250,000 from the Working Cash Fund to the General Fund prior to June 30, 2025. This transfer represents the estimated interest earnings of the fund as of June 30, 2025.

Additionally, under 110 ILCS 805/3-33.6a, the Board may abate the Working Cash to any fund of the District most in need. With the passage of this resolution, the Treasurer will permanently transfer \$1,500,000 from the Working Cash Fund to the Liability and Protection Fund. As of June 30, 2025, the Working Cash Fund principal will be \$4,815,000.

I recommend that the Board adopt the attached resolution authorizing the Treasurer to permanently transfer approximately up to \$1,750,000 from the Working Cash Fund for the purposes outlined.

RG/akb  
Attachment



## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Lease Agreements

The following leases are submitted for Board consideration and action:

1. IECC/LTC Storybrooke Pre-K (Regional Office of Education #12) Lease – The lease began on September 18, 2019, and is for approximately 4,200 square feet in the Industrial Annex of LTC for classroom facilities for a pre-k program. The lease term is being extended to May 31, 2026, at \$2,160 per month rent, with an annual auto renewal if mutually agreed to in writing.
2. IECC/WVC Foundation Lease – Wabash Valley College Administration occupies approximately 2,900 square feet of the Foundation Building at 2201 College Drive, Mt. Carmel, Illinois. In exchange for this use, the College District provides mowing, snow clearing, and routine maintenance of the building. This lease period is being renewed for five years, commencing July 1, 2025, and will expire June 30, 2030.
3. IECC/FCC Foundation Lease – The Frontier Community College Foundation purchased a facility commonly known as Bobcat Den for the use of Illinois Eastern Community College District #529/Frontier Community College. The District leased the building on July 28, 2014. In exchange for usage of the building, the college provides maintenance to the building's interior and exterior, provides janitorial services, telephone, insurance, gas, and electric service to the Bobcat Den. The Foundation has agreed to extend the lease to June 30, 2026, under the current lease agreement.
4. IECC/Buckeroo Early Education Center – This lease is for the use of two (2) classrooms (1,200 sq. ft.) in Wattleworth Hall to be used as classroom facilities for the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5. The lease commences July 1, 2025, through June 30, 2026. The total monthly rent is \$1,500.
5. IECC/OCC ROE (ASSIST) Lease – The lease is for three classrooms at OCC on the second floor of Wattleworth Hall, and four office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilities for the facilitation of the ASSIST program. The lease period is August 1, 2025, through May 31, 2026, at the current monthly rate of \$5,200.

The following leases are submitted as informational review of outstanding commitments of the District:

1. IECC/JAL Lease – The lease is for approximately 2,519 square feet in West Frankfort, Illinois to be used by IECC for the Workforce Education Department. The lease commences May 15, 2023, and shall extend for a term of three (3) years to be reviewed annually on July 1 ending at midnight on June 30, 2026, unless earlier terminated or extended. There is no rent but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.
2. IECC/WVC WVJC Radio Tower – Lease of Property – The District leased 1.68 acres in Wabash County for thirty years for the placement of the WVJC antenna from October 1, 1976, to September 30, 2006. The current owner has agreed to extend the lease from July 1, 2013, for thirty years, to June 30, 2043, at a cost of \$30 for the thirty-year period.
3. IECC/OCC Oil Derrick Lease of Property – The District leases an approximate 2,209 square feet piece of property, including access thereto, located at the north west corner of the intersection of Illinois Route 130 and St. John Street. The City of Olney has erected an oil derrick on this property for which the City pays the District rent of \$1.00 per year. The lease was extended on August 18, 2009, for twenty years to August 17, 2029.
4. IECC/Wabash Telephone Cooperative – The lease is for the placement of an upright communications cabinet, generator, and fence on approximately 450 square feet on the northeast corner of the Lincoln Trail College campus. In exchange for the lease, Wabash Telephone Cooperative provides a dedicated fiber connection for use in academic and administrative functions at LTC. The term of the lease is March 20, 2024, through June 30, 2034.
5. IECC/FCC and Fairfield Park District of Fairfield, Illinois – Intergovernmental Agreement between IECC/FCC and Fairfield Park District of Fairfield, Illinois, as amended by Board action on January 14, 2015, for the Lease, Operation and Use of a certain softball diamond at Southwest Park, Fairfield, Illinois through the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessors.
6. IECC/FCC First Brands Group, LLC Lease – The lease is for IECC and FCC to use the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for IECC/FCC training and instruction of the College’s truck driving training and related instruction. The lease is in effect from October 1, 2024 through June 30, 2026. At the end of the contracted period this Agreement can be extended upon agreement of both parties. There is no fee for use of this facility.
7. IECC/LTC/ICN Intergovernmental Agreement – The agreement provides the Illinois Century Network (ICN) with approximately 294 sq. ft. to install and maintain data equipment for the operation of an Intermediate Light Amplification for interconnecting

- high-speed data connections. The term of the lease began June 18, 2013, and runs through June 18, 2033. In consideration IECC receives high-speed internet service at no charge.
8. IECC/LTC Crawford County Recreation Center – The lease term began October 18, 2023, and expires May 31, 2033. The terms provide for the operation of the natatorium, wellness area, and gymnasium as a recreation center for Crawford County. The rent is set at \$1 per year.
  9. IECC/LTC/Twin Rivers Lease – The lease began January 2018 and is for approximately 560 square feet of office space for the facilitation of the Twin Rivers Regional Vocational System. The lease term is being extended to June 30, 2026, at the monthly rent of \$250.
  10. IECC/WRC – The lease is for the softball field and baseball field and is leased to Britton’s Bullpen in exchange for mowing and maintenance of the two fields and two adjoining buildings. Lease term from July 1, 2024, through June 30, 2029.
  11. IECC/C.E.F.S. Economic Opportunity Corporation WIA – This lease with C.E.F.S. is for office space at Olney Central College and includes 120 square feet of office and common space which includes break room, restrooms, and conference room for facilitation of the Workforce Investment Act. The lease period is July 1, 2024, through June 30, 2026, at the current monthly rent of \$225.
  12. IECC/FCC/LTC/OCC/WVC – The lease (Bluebolt Outdoor LLC) provides space on the FCC, LTC, OCC, and WVC campuses for the placement of solar powered benches/newspaper kiosks. The term of the lease begins June 18, 2024, and expires on the fourth (4<sup>th</sup>) anniversary of the installation of when the units were completed. The lease contains two additional four (4) year terms. Rent is paid monthly at a rate of ten percent (10%) of the gross advertising reserves generated by the units.
  13. IECC/LTC JMO Modular Lease – The lease began on July 20, 2023, and is for one (1) 28 x 68 mobile classroom building to be used by the Broadband Telecom program at Lincoln Trail. The term of this lease is from June 1, 2025, to end 10 days after the last day of regular classes or June 1, 2027, whichever is earlier. The total yearly rent is \$20,000 per year. The lease is partially funded by the State of Illinois through CDB Project No. 810-040-009.
  14. IECC/Rise Broadband – The lease is for the placement of broadband equipment on the District radio station tower located at 15511 River Road, Mt. Carmel, Illinois. Lease term is for one (1) year from October 6, 2025, to October 5, 2026. Additionally, the agreement automatically renews for one (1) additional term of one (1) year unless Landlord notifies tenant within 30 days of lease term. The lease provides monthly rent at \$150 and wireless connection for monitoring tower connectivity.

**LEASE AGREEMENT**  
**BETWEEN**  
**STORYBROOKE PRE-K**  
**(A Regional Office of Education 12 Preschool Program)**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of August 2025 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and Storybrooke Pre-K Program (A Regional Office of Education 12 Preschool Program), whose address is 300 W. Main Street, Suite 307, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of three classrooms in the Industrial Annex of Lincoln Trail College, 11220 State Hwy 1, Robinson, IL 62454 (approximately 4,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a pre-K program to allow local residents to have access to educational opportunities for children aged 3-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2025, through May 31, 2026, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Thousand One Hundred Sixty Dollars (\$2,160) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed

\_\_\_\_\_.

**LESSEE: Regional Office of Education #12**

By: \_\_\_\_\_

Its: Jeremy Brush, Regional Superintendent

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut Street  
Olney, IL 62450

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LEASE AGREEMENT**

The agreement is made this 17<sup>th</sup> day of June 2025, between Wabash Valley College Foundation (“Lessor”) and Illinois Eastern Community College District #529 (“Lessee”).

Lessor leases to Lessee approximately 2,900 square feet of interior space on the first and second floor, and basement of the building located at 2201 College Drive, Mt. Carmel, Illinois, and such other space in the building as may be mutually agreed upon. In exchange, the College District agrees to provide mowing, snow clearing and routine maintenance of the building, and to keep the building in general good repair during the term of occupancy. The term of the lease is for a period of five years, commencing on July 1, 2025, through June 30, 2030.

Lessee shall occupy and use the premises as an administrative site for offices and programs for Wabash Valley College, and such other activities as the college may choose. Either party may terminate the lease by giving 30 days’ notice.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed \_\_\_\_\_, 2025.

**LESSEE: Illinois Eastern Community College District #529**  
233 East Chestnut Street  
Olney, IL 62450

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSOR: Wabash Valley College Foundation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LEASE**

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Fitness Center/Bobcat Den, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College.

WHEREAS, the Foundation agrees to extend the lease of the property to the College to June 30, 2026.

WHEREAS, the Foundation agrees to allow the College access and usage of the facility for students, staff, and Board of Trustee activities,

WHEREAS, the College agrees to provide maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, gas and electric service to the Fitness Center/Theatre from the budget at Frontier Community College.

WHEREAS, the Foundation and College plan to make certain leasehold improvements to the facility, the parties agree that such improvements will become the property of the College.

WHEREAS, the Foundation agrees that any fixtures purchased and installed by the College will remain the property of the College. At the termination of this agreement, the College shall be allowed to remove such fixtures if such removal does not cause substantial damage to the facility.

THEREFORE, be it resolved by the College and the Foundation that the parties agree to the conditions set forth above.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed \_\_\_\_\_, 2025.

**LESSEE: Illinois Eastern Community College District #529**

233 East Chestnut Street

Olney, IL 62450

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSOR: Frontier Community College Foundation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LEASE AGREEMENT**  
**BETWEEN**  
**Buckeroo Early Education Center**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of July 2025 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut Street, Olney, Illinois 62450 hereinafter called the LESSOR and Buckeroo Early Education Center, whose address is 826 Lamson Street, Flora, Illinois 62839, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of two classrooms and small storage area in Wattleworth Hall currently known as Cozy Corner (approximately 1,200 sq. ft.), to be used exclusively as classroom facilities for the facilitation of a childcare program to allow local residents to have access to educational opportunities for children aged 2-5.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2025, through June 30, 2026, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed One Thousand Five Hundred (\$1,500) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, on call maintenance service for days OCC is not in session, and electricity.
6. Food service for breakfast and lunch will be available on days OCC is in session to LESSEE at a cost agreed to by OCC Food Service and LESSOR.
7. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR once approved by the LESSOR.
8. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alterations, or improvements thereto.
9. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in every instance.

10. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
11. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
12. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed

\_\_\_\_\_.

**LESSEE: Buckeroo Early Education Center**

By: \_\_\_\_\_

Its: Pam Hancock, Owner

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut Street

Olney, IL 62450

By: \_\_\_\_\_

Its: \_\_\_\_\_

## LEASE AGREEMENT

BETWEEN

ASSIST

(A Regional Office of Education Truant and Alternative Education Program)

AND

ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 1st day of August 2025 between the Illinois Eastern Community Colleges District #529 whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and ASSIST Program (A Regional Office of Education 12 Truant and Alternative Education Program), whose address is 300 W. Main Street, Suite 307, Robinson, Illinois 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: use of three classrooms at Olney Central College on the second floor of Wattleworth Hall, and four office spaces on the second floor of Wattleworth Hall to be used exclusively as classroom facilities and office facilitates for the facilitation of the ASSIST program to allow local residents to have access to educational opportunities for children grades 6<sup>th</sup>-12<sup>th</sup>.
3. To have and to hold the premises with the appurtenances under the following terms: commencing August 1, 2025, through May 31, 2026, and may be terminated by either party giving the other ninety (90) days' written notice. The lease could automatically renew May 31, 2026, at the end of the initial lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Five Thousand Two Hundred Dollars (\$5,200) monthly. The rent shall be due and paid by the 5<sup>th</sup> day of each month. Rent for part of a month will be prorated accordingly. Any prorated rent for the first month will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, water, telephone, wireless internet, sewage service, trash removal, janitorial service, and electricity.
6. The LESSEE shall have the right to install and maintain such signs, as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alterations, or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall, under the terms of this Lease Agreement, ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied. The LESSEE shall under the terms of this Lease Agreement repair or replace damage to any portion of the leased space identified above during the term of this lease at LESSEE expense.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed

\_\_\_\_\_.

**LESSEE: Regional Office of Education #12**

By: \_\_\_\_\_

Its: Jeremy Brush, Regional Superintendent

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut Street

Olney, IL 62450

By: \_\_\_\_\_

Its: \_\_\_\_\_

## LEASE

THIS CONTRACT OF LEASE made and entered into by and between the Board of Trustees of Community College District No. 530, Counties of Williamson, Jackson, Franklin, Randolph and Perry, State of Illinois, popularly known as **John A. Logan College**, hereinafter referred to as **Lessor**, and **Illinois Eastern Community College**, operating through its Illinois chapter hereinafter referred to as **Lessee**:

WITNESSETH:

1. **Premises Leased.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by this Lessee, subject to the terms and conditions herein, the following described property situated in Williamson County, Illinois:

Approximately 2519 square feet as shown in Attachment A located on the John A. Logan College campus in West Frankfort, Williamson County, Illinois.

to have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

***\*\* Additional facilities usage of the Lessor by the Lessee is not guaranteed and shall be subject to availability and agreement between the Lessor and Lessee.***

2. **Term.** This Lease shall commence on the 15<sup>th</sup> day of May, 2023, and shall extend for a term of 3 years to be reviewed annually on July 1 ending at midnight on the 30<sup>th</sup> day of June, 2026 unless earlier terminated or extended as permitted in paragraph 13 hereafter.

3. **Use of Premises.** Lessee agrees to use the premises solely and for the purpose of operating an office location for Coal Mining Technologies Program and Training. While Lessee will follow its own calendar for meetings and events, it will conform to the College policies on being closed due to emergencies, including but not limited to, inclement weather if the closure affects the facility in which the Lessee is located.

4. **Possession.** Possession shall be given to the Lessee on the 15<sup>th</sup> day of May, 2023, as long as remodeling/renovation is completed as agreed to in the construction documents.

5. **Rent.** Lessee shall not pay to the Lessor, but rather equalization produced through classes and training shall be shared with Lessor and more specifically defined through a separate agreement.

6. **Utilities.** Lessor shall provide, at Lessor's expense electrical, natural gas, water, sewer, and trash pickup, all as part of Lessor's obligation under this Lease.

7. **Repairs, Maintenance and Services**

a) Lessor's Repairs. Lessor shall maintain the interior and exterior walls, doors and roof, plumbing, wiring, heating, ventilation and air-conditioning systems of the structure upon the leased premises in a reasonable state of repair as may be required to keep and maintain the same in a good and tenantable condition. Lessor shall be responsible for any repair and maintenance not explicitly assigned to Lessee by the terms of this Lease. Any repairs or maintenance that Lessee feels is necessary, appropriate and prevents the intended use of the premises under the terms of this Agreement shall be identified to the Lessor in writing and Lessor shall communicate with Lessee to affirm said determination

and make arrangement for said repairs. If Lessor fails to make repairs as required by this paragraph in a timely fashion and such failure results in the premises failing to be good and tenantable (for example, failure to provide adequate heat in the winter or air conditioning in the summer), Lessee may abate or proportionately reduce rent for all days that the premises is not tenantable. If Lessee is deprived of the use of a substantial portion of the leased premises during the making of any such repairs by Lessor, then the Lessor and Lessee agree to discuss the situation and make a joint determination of whether or not rent shall be abated or proportionately reduced, according to the extent to which Lessee is deprived of such use.

- b) Lessee's Property. Lessee shall provide, keep and maintain the furnishings and equipment used by Lessee in its operations together with any additional personal property attached hereto as Exhibit B. Upon termination of the lease or any extension of the lease, the Lessee shall be granted thirty days to remove, at Lessee's cost, any of the items of property listed on Exhibit B.
- c) Additional Services To Be Provided (Initial if Included; N/A if not applicable):

\_\_\_\_\_ *Custodial Services*  
N/A *Telephone Service*  
N/A *Facsimile Service*  
N/A *Internet Service*  
N/A *Support Personnel*  
N/A *Mail/Copying Services*

- d) Restricted Parking. There is not any restricted parking associated with this Lease.

8. **Insurance:**

- a) Lessor will keep the building structure insured against loss by fire or other casualty, and during the term of this Lease, maintain public liability insurance with policy limits not less than \$1 million per occurrence and \$3 million in aggregate. \$1 million property damage insurance shall be maintained. The policy representing such insurance shall name Lessee, its successors or heirs and assigns as an additional insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessee, its successor or its heirs and assigns ten (10) days prior notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease. Lessor will not insure personal property of Lessee.
  
- b) Lessee shall, during the term of this lease, maintain public liability insurance on the leased premises and on the business operated by the Lessee. The limits of such public liability insurance shall not be less than \$1 million per occurrence and \$3 million in aggregate. \$1 million in property damage shall be maintained. The policy representing such insurance shall name Lessor, or its heirs, successors and assigns as an additional insured. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving Lessor, its successor or its heirs and assigns ten (10) days prior notice, and a certificate of such insurance shall be delivered to Lessor prior to the inception of this lease.

9. **Signs.** Lessee may install exterior signs approved by Lessor with expressed written permission from Lessor. Lessee agrees not to utilize any form of advertising that may or shall be deemed objectionable to Lessor and the general public, including, but not limited to, loud speakers, phonograph or related electronic equipment,

radios or similar devices which will be operated in such a manner as to project sound outside the leased premises.

10. **Alterations.** The Lessee shall not alter or remodel the building.

11. **Assignment.** Neither Lessor nor Lessee shall assign this Lease or sublet the leased premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld. Any such assignment or subletting shall in no way relieve Lessee from liability for the obligation imposed by this Lease. Lessee may only be released from liability by a specific written release executed by Lessor.

12. **Compliance With Laws.** Lessee agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the leased premises and, if required solely by reason of Lessee's type of business, to make nonstructural repairs, improvements and alternations to the interior of the building on the leased premises and the common areas required by such authority.

13: **Termination or Extension of Agreement:**

- a) At the election of either Party, this Lease may be terminated by providing ninety (90) days prior written notice to the other party during the initial term of the lease or any extension thereof, provided the termination is not within the 1<sup>st</sup> twelve (12) months.
- b) At the election of the Lessee, this Lease may be extended for an additional 12-month term upon the same terms and conditions of the initial Lease. Lessee shall provide Lessor written notice of its election to renew the lease not less than 60 days prior to the expiration of the then lease term.

14. **Entire Agreement.** This Lease agreement contains the entire agreement of both parties hereto and no other oral or written agreement shall be binding on the parties hereto. This Lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Succession.** This Lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

16. **Notices.** Any notice provided for herein shall be given by certified mail with postage prepaid, addressed:

**John A. Logan College  
700 Logan College Drive  
Carterville, Illinois 62918**

The person and the place to which notices are to be mailed may be changed by either party or by notice to the other party. Should Lessee become more than thirty (30) days in arrearage in any rent payment, Lessor may then notify Lessee of such arrearage. Upon such notification, Lessee shall have an additional thirty (30) days in which to cure-all and pay back rent. Upon doing so, the rent shall continue unabated. If, thirty (30) days after the notice provided by Lessor, Lessee shall have failed to fully pay all then due rent, Lessor shall, at its option, have authority to terminate this Lease.

17. **Casualty.** The Lessor assumes no responsibility for reconstruction of buildings. Upon destruction or damage of any of the improvements on the leased premises due to fire, flooding, windstorm, tornado, hail or other act of nature not

attributable to any actions on the part of the Lessor, the Lessor shall not be required to replace or repair the same. In the event of a partial damage to the building, Lessor shall, at its option, notify Lessee of its intent to repair the building. In such event, Lessee has the option of either terminating the entire Lease, or agreeing to continue to occupy the building during repairs, at a pro-rated rent, to compensate Lessee for the limited use caused by the damage to the building. Upon complete repair of the facility, the rent shall again be at the rate set out above.

18. **Taxes.** Lessor shall pay any and all ad valorem taxes, property taxes, any water improvement district and special assessments levied against said premises and the improvements thereon during the term of this Lease. Such taxes and assessments shall be pro-rated.

19. **Condemnation.** In the event all of the leased premises, or such part thereof as renders the leased premises unsuitable for use in the activity or business of the Lessee, shall be acquired or taken by eminent domain for any public or quasi-public purpose, then the term of this Lease shall cease and terminate as of the date of taking.

In the event that a partial taking does not render the leased premises unsuitable for use in the activity or business of the Lessee, this Lease shall continue in full force and effect with a reduction in the rent proportionate to the amount and usefulness or necessity of the leased premises actually taken.

All damages awarded as a result of any taking, except such damages as are herein defined as Lessee's damages, shall be awarded to Lessor. Lessee shall be entitled to receive all damages which are compensation for damages to the leasehold estate and for

removal of Lessee's business, fixtures, furniture and equipment. Lessee's right to damages shall be a right against the taking authority alone, and Lessee shall not be entitled to recover any damages from Lessor.

20. **Title and Quiet Enjoyment.** Lessor covenants and warrants that it is the owner in fee simple absolute of the leased premises, subject to any outstanding liens or encumbrances, and may lease said premises as herein provided. Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject to the terms and conditions of this Lease.

21. **Succession.** This Lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

22. **Delivery of Possession on Termination.** Lessee agrees that at the end of the term of this Lease, or an extension thereof, Lessee will surrender possession of the premises to Lessor in as good as condition as when received, reasonable wear and tear, loss of destruction by fire, act of God or unavoidable casualty accepted.

23. **Board Approval Contingency.** This lease shall be contingent upon approval by John A. Logan College Board of Trustees.

THIS AGREEMENT executed in part at Carterville, Williamson County, Illinois, on the 10<sup>th</sup> day of May 2023.

**LESSOR:**

**Board of Trustees of Community College District No. 530,  
Counties of Williamson, Jackson, Franklin, Randolph and  
Perry, State of Illinois, popularly known as John A. Logan College**

By: \_\_\_\_\_  
**President**

Attest: \_\_\_\_\_

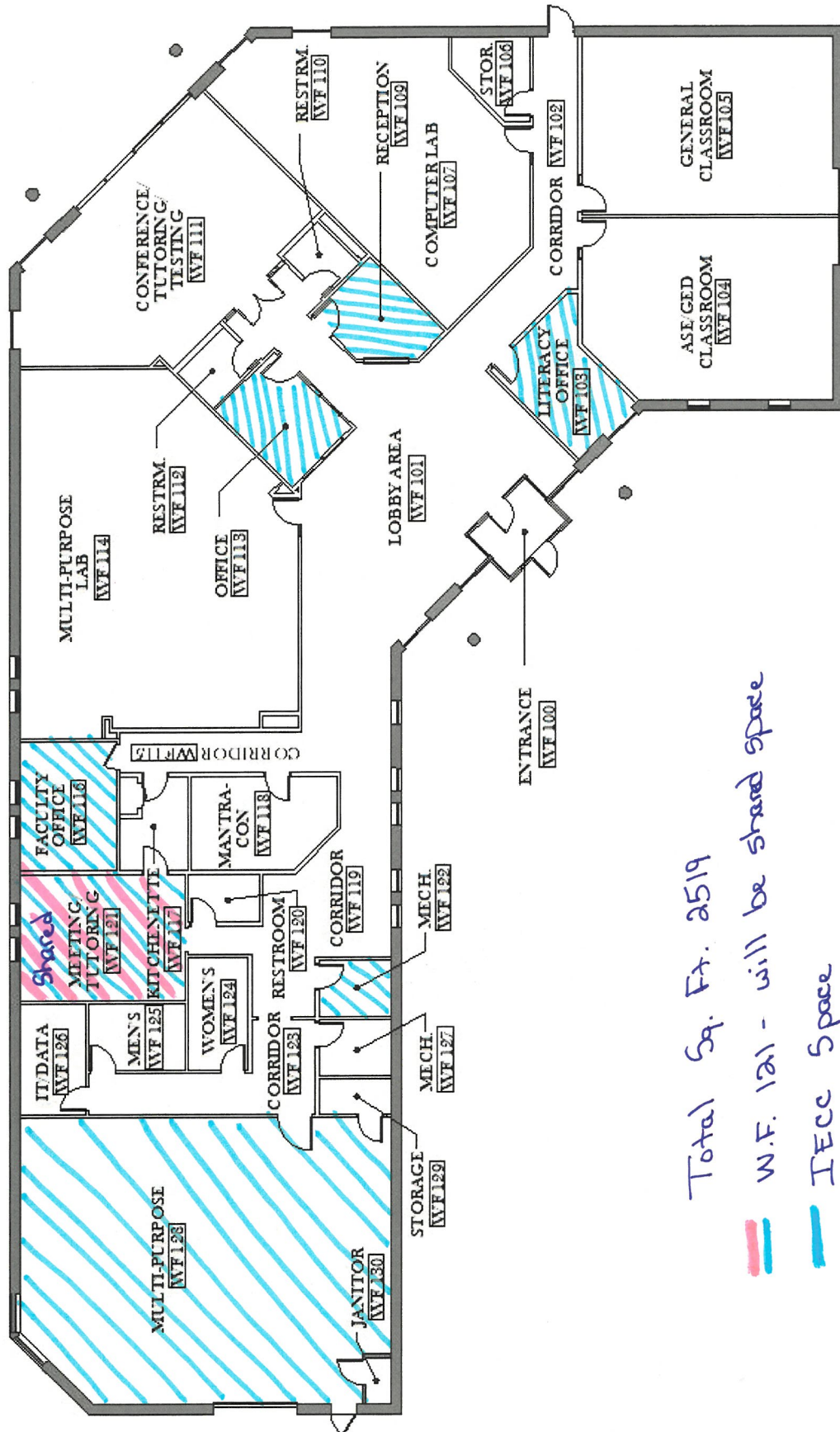
**LESSEE:**

**Illinois Eastern Community College**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Attachment A



Total Sq. Ft. 2519

W.F. 121 - will be shared space

IECC Space

## Lease Agreement

THIS AGREEMENT, made and entered into by and between Ron E, Peach, hereinafter referred to as LESSOR, and The Board of Trustees of Illinois Eastern Community Colleges, District No. 529 (IECC), of the Counties of Richland, Clark, Crawford, Clay, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, by and through its duly authorized representative, Terry Bruce, CEO, hereinafter referred to as LESSEE;

1. LESSOR is the owner of certain land located in Sections Eight (8) and Nine (9) of Township One (1) South, Range Twelve (12) West of the Second Principal Meridian, Wabash County, Illinois, which premises lie in a generally Northeasterly direction from the City of Mt. Carmel.
2. LESSEE is the owner and operator of a certain radio station with call letters WVJC; which station operates and broadcasts on the campus of Wabash Valley College in the City of Mt. Carmel, a college within the IECC District, Wabash County, Illinois.
3. In order to provide better service for said radio station and its broadcasting activities, LESSEE wishes to erect, install and maintain a tower for transmission purposes upon a portion of land owned by LESSOR.
4. LESSOR wishes to enter into such lease and to allow the use of his land for the aforementioned purposes.

NOW, THEREFORE, the parties hereto do agree as follows:

- A. Leasing and Premises: For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sums hereinafter required to be paid and the mutual covenants and agreements herein contained, LESSOR does hereby lease, let and demise unto LESSEE the following described premises:

A part of Lot 15 of Sections 3, 4, 5, 8, 9 and 10, Township 1 South, Range 12 West of the Second Principal Meridian, Wabash County, Illinois, described as follows: Commencing at the Southwest corner of said Lot 15, thence North 29° 00' West a distance of 1411.9 feet to an iron pin; thence North 60° 35' 12" East a distance of 384 feet to an iron pin being the point of beginning; thence North 60° 35' 12" East a distance of 50 feet to an iron pin; South 29° 00' East a distance of 500 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence South 29° 00' East a distance of 137 feet to a point; thence South 60° 35' 12" West a distance of 450 feet to a point; thence North 29° 00' West a distance of 69.8 feet to a point; thence North 60° 35' 12" East a distance of 200 feet to a point; thence North 29° 00' West a distance of 567.2 feet to the point of beginning, containing 1.68 acres, more or less.

- B. Rental: The total rent for the initial term of this agreement shall be the sum of Thirty Dollars (\$30.00), which sum shall be paid by LESSEE to LESSOR at the rate of One Dollar (\$1.00) per year, beginning on July 1, 2013, and continuing thereafter upon the same day of each year during the said term of this agreement.

- C. Term: The initial term of this lease shall be thirty (30) years, beginning on July 1, 2013 and ending on June 30, 2043.
- D. Possession: LESSOR shall place LESSEE in possession of the said premises at the commencement of the term hereof and LESSEE may have and retain the quiet and peaceful possession of said premises during the term of this agreement.
- E. Use of Premises: This lease is granted specifically for the purpose of allowing LESSEE to build, erect, install, operate, maintain, repair, rebuilt, reconstruct and use a tower and appurtenances for the broadcasting of radio signals. LESSEE may erect and maintain said tower and all appurtenant structures provided that all governmental provisions, including ordinances and regulations of the City of Mt. Carmel, are fully complied with and provided, that LESSEE shall erect and maintain such tower and appurtenances at its own expense and shall indemnify LESSOR for any loss or damage to persons or property caused thereby.
- F. Easement: LESSOR further grants to LESSEE an easement for ingress, egress and regress, and for the installation and maintenance of such power lines or other utility facilities as shall be required by LESSEE along, over and through the following described premises:  
An easement 16.5 feet in width for ingress and egress from the Northeast corner of the above described property to the public road which runs along the East side of Lot 15 is provided by the LESSOR, said easement to run north 60° 35' 12" East from said Northeast corner to the public road and said 16.5 feet in width being South of said line.
- G. Taxes: LESSEE shall make reasonable efforts to obtain the removal from the tax rolls of Wabash County, Illinois, of the herein demised premises. In the event such premises remain taxable, LESSEE agrees to reimburse LESSOR for such proportionate share of the taxes upon LESSOR'S unimproved land as is attributable to the herein demised premises. The payment herein prescribed shall be computed by multiplying the total tax assessed upon LESSOR'S adjacent unimproved land by a fraction, the numerator of which shall equal the number of acres in the demised premises and the denominator of which shall equal the number of acres in the tract of land of LESSOR of which the demises premises are a part. LESSEE agrees to pay all such taxes which are assessed against the LESSEE and/or the LESSOR due to personal property and improvements constructed or maintained by LESSEE on or about the leased premises: provided, however, LESSOR shall give prior notification of any taxes for which LESSEE is to be charged, so LESSEE will have the opportunity to appear before the taxing authority and contest said assessment.
- H. Repairs and Destruction of Improvements: LESSEE shall, throughout the term of this lease, at its own cost and without any expenses to LESSOR, keep and maintain the premises, including any and all of LESSEE'S buildings, improvements or appurtenances thereto, in a good, sanitary and neat order, condition and repair and,

except as otherwise provided in this agreement, to restore and rehabilitate any such improvements of any kind that may be destroyed or damaged by fire, wind, casualty or any other cause whatever. LESSOR shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatever.

- I. Indemnification of Lessor: LESSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the demised premises or any other premises situated near said premises, or who shall be in, on or about the same, whether such loss, injury, death or damage may be caused by or in any way resulting from or arise out of any act, omission or negligence of LESSEE, its officers, employees, servants, students or any other person whatever, or of any occupant, subtenant, visitor or user of any portion of the premises, or which shall result from or be caused by any matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. LESSEE Shall indemnify LESSOR, and shall save, defend and hold harmless LESSOR against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. LESSEE hereby waives all claims against LESSOR for damages to any structures or improvements that are now on or may be hereafter placed or built upon the said premises and to the property of LESSEE in, on or about the said premises, and for injuries to persons or property in or about the premises from any cause arising at any time.
  
- J. Warranties and Representations: LESSOR covenants that he is seized of the demised premises in fee simple and has full right to make this lease, and that LESSEE shall have quiet and peaceful possession of the premises during the term of this agreement. Except as stated above, LESSOR makes no warranties of any type or kind, express or implied.
  
- K. Electrical Interference: LESSOR will not grant a lease to any other party for use of LESSOR'S property if such use would in any way adversely affect or interfere with LESSEE'S operation of its communications system nor allow another user of LESSOR'S facilities a use which causes uncorrected interference with LESSEE'S operations nor place a new structure nearby which blocks or partially blocks LESSEE'S transmissions in a manner which significantly interferes with LESSEE'S operations.
  
- L. Default: In the event of the failure of LESSEE to make payments of the rental as herein provided, to pay taxes or other assessments when such become due and payable, if any, or to otherwise breach any of the terms and conditions of this agreement, LESSOR may declare this contract terminated by giving written notice thereof to LESSEE not less than ninety (90) days prior to the effective date of such termination. Any such notice shall indicate the nature of the default on the part of the LESSEE. Unless such default or defaults as may be specified in said notice

have been corrected on or before the expiration provided in such notice, LESSEE shall deliver possession of said premises to LESSOR.

- M. Waiver: The failure or refusal of LESSOR to declare default or termination under the provisions of this agreement as to any one or more events when such default or termination might be declared by him shall not be considered or construed as a waiver of any subsequent such events.
- N. Notice: Any notice required or permitted hereunder shall be sufficient if in writing and sent to the respective parties by registered or certified mail, return receipt requested, at the following addresses:  
LESSOR: Ron E. Peach, 330 Hindes Street, Mt. Carmel, Illinois 62863  
LESSEE: Terry Bruce, CEO, Illinois Eastern Community Colleges, 233 East Chestnut Street, Olney Illinois 62450
- O. Binding Effect: This agreement, and all the terms and conditions thereof, shall extend to and be binding upon the parties hereto and their personal representatives, heirs, devisees, assigns or successors.
- P. Continuing Use of Tower: In the event LESSEE shall fail to use said tower for broadcasting services for a period of twelve (12) consecutive months at any time following initial uses for such purposes, then this lease shall be null and void and LESSOR shall be entitled to reenter said premises and take possession thereof.
- Q. Relocation of Equipment: LESSOR will not require LESSEE to relocate its equipment in any way that will cause deterioration of LESSEE'S radio signal. Nor will it require LESSEE to move or alter its equipment in a manner that would require prior approval of the Federal Communications Commission without providing at least six (6) months written notice to LESSEE.
- R. Removal of Property: At the end of the term of this agreement, or of the term of any extension or subsequent term thereof, LESSEE shall have the right to remove from the said premises all buildings, structures and appurtenances and shall return the said land, as nearly as possible, to the condition existing at the day of execution of this agreement.
- S. Authority: This agreement is being executed by LESSEE pursuant to authority granted by resolution of the Board of Directors of said LESSEE.

IN WITNESS WHEREOF, this agreement has been executed in duplicate originals, any one of which may be considered as an original copy, on the dates set forth below.

\_\_\_\_\_  
Ron E. Peach  
"LESSOR"

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF WABASH     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Ron E. Peach.

\_\_\_\_\_  
Notary Public

ILLINOIS EASTERN COMMUNITY COLLEGE  
DISTRICT #529

By \_\_\_\_\_

Its     Chairman

ATTEST:

\_\_\_\_\_  
Its     Secretary

"LESSEE"

STATE OF ILLINOIS        )  
  )    SS.  
COUNTY OF RICHLAND    )

I, the undersigned, a Notary Public, in and for said County, in the state aforesaid do hereby certify that the Chairman, Board of Trustees, of ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and Harry Hillis, Jr., personally known to me to be the Secretary of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officials, they signed and delivered the said instrument as Chairman and Secretary, of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, and caused the seal of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529 to be there affixed, pursuant to authority given by the Board of Trustees of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, as their free and voluntary act and deed of said ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, A.D. 2013.

\_\_\_\_\_  
Notary Public

## LEASE

This agreement is made this 18<sup>th</sup> day of August 2009, between the **Illinois Eastern Community College District No. 529**, as Lessor, and the **City of Olney, Illinois**, a municipal corporation, as Lessee:

The Lessor leases to the Lessee the following described premises situated in the City of Olney, County of Richland and State of Illinois:

The circle drive, median, and access road located near the Northwest corner of the intersection of Illinois Route 130 and St. John Street in the City of Olney, and a tract of land forty-seven feet (47') square located immediately west of said circle drive, as more particularly shown on the aerial photograph attached hereto and incorporated herein by reference.

To hold these premises unto the Lessee for a term of twenty (20) years beginning on the date of execution of this agreement, subject to the following terms and conditions:

**1. Renewal and Termination:** Lessor and Lessee each have the right to terminate this lease by giving the other party six months' written notice of the election to terminate. Lessee has the right to renew this lease for a further period of twenty (20) years on the same terms and rental by giving the Lessor six months' written notice of the election to renew. Any notice to the Lessor may be served by mailing a copy of the notice to the Lessor at 233 East Chestnut Street, Olney, Illinois 62450, or at such other place as the Lessor from time to time in writing may appoint. Any notice to the Lessee may be served by mailing a copy of the notice to the Lessee at 300 S. Whittle Avenue, Olney, Illinois 62450.

**2. Rental:** Lessee shall pay rent for the premises during the continuance of this lease at the rate of One Dollar (\$1.00) per year payable on the 1st day of January of each year during the term of this lease.

**3. Use of Premises:** The property shall be used by the Lessee for a park which shall include the location of an oil derrick thereon. The Lessee shall use the property only as permitted by the Zoning Ordinance and any other regulations of the City of Olney or any other governmental authorities. The Lessee shall keep the property in good order and repair as is required for other city parks. The Lessee shall have the right to make such alterations, additions and improvements on the premises as it shall deem necessary, provided that the Lessee shall not construct or allow to continue anything that is an eyesore or is in a dilapidated state.

**4. Assignment of Lease:** The Lessee shall not assign this lease or sublet the premises or any part thereof without the written consent of the Lessor.

**5. Surrender of Premises:** Upon the termination of this lease, the Lessee shall surrender the premises to the Lessor in as good condition as at the beginning of the term of this lease. All additions and improvements made during the term of this lease shall be regarded as removable fixtures which shall be removed prior to the termination of this lease. The Lessee specifically agrees to remove the oil derrick and any other additions and improvements at its own cost and without any obligation on the part of the Lessor to pay any of the costs of removal.

6. **Insurance:** The oil derrick and any other buildings or structures placed on the leased premises shall be insured by Lessee and the Lessee shall be solely responsible for the normal maintenance and repair of the buildings and structures. The Lessee shall provide general liability insurance for the protection of the public. The Lessee agrees to indemnify and hold the Lessor harmless from any and all liability as a result of the placement of the oil derrick and any other structures on the leased premises and the use of the leased premises for a city park.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

LESSOR:

ILLINOIS EASTERN COMMUNITY  
COLLEGE DISTRICT NO. 529

By: \_\_\_\_\_

IECC Board Chairman

ATTEST:

\_\_\_\_\_  
IECC Board Secretary

LESSEE:  
CITY OF OLNEY, ILLINOIS

By: \_\_\_\_\_

City of Olney Mayor

ATTEST:

\_\_\_\_\_  
City of Olney Clerk

# EXHIBIT A



## AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_ day of March, 2024 (the “**Effective Date**”), by and between Illinois Eastern Community College / Lincoln Trail College (“**Lessor**”), and Wabash Telephone Cooperative, Inc. (“**Lessee**”). Lessor and Lessee are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located at 11220 State Highway 1, Robinson, Illinois (the “**Property**”);

**WHEREAS**, Lessee desires to lease from Lessor the Leased Space (defined below) on the Property;

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

A. **Ground Space.** Lessor hereby leases to Lessee approximately 450 square feet of space in the north east corner of parcel 05-1-25-000-007-000, off E 1150<sup>th</sup> Ave., located on the Property. (See Exhibit A) Lessee may construct, install, operate, modify, replace, make additions to, and repair and maintain a 6’x 9’ Concrete hut, two buried fiber optic cables not smaller than 96 count along with privacy and security fencing, and access road, including any required culvert off of E 1150<sup>th</sup> Ave, (collectively, the “**Colocation Facilities**”) within the Equipment Space. All costs, expenses and labor related to the Colocation Facilities are the responsibility of Lessee. Lessor shall have no responsibility for the Colocation Facilities.

B. **Connection Space.** Lessee shall have non-exclusive rights of way on, over, across and under the Property or otherwise permitted by Lessor, to construct, install, operate, modify, replace make additions to, and repair and maintain wire, fiber, cables and conduit (the “**Connection Facilities**”) to connect the Facilities, to connect the Facilities to power sources, and to connect the Facilities to Lessor’s communications system located in the public right of way (the “**Connection Space**”).

1. **Permits.** Lessee shall, at its sole cost and expense, obtain and maintain all necessary licenses, permits, and approvals for the installation, operation and use of the Facilities.

2. **Maintenance and Repair.** Lessee shall be responsible for proper maintenance of the Facilities in good condition and repair, and in compliance with all present and future laws, rules and regulations enforceable by the Federal Communications Commission (“**FCC**”), the Federal Aviation Administration (“**FAA**”), and other federal, state and local governmental authorities and agencies (“**Applicable Laws**”), at its sole cost and expense.

3. **Title to Facilities.** Lessee will maintain ownership of all Facilities and is responsible for all insurance, risk of casualty losses, and associated liability of ownership. Lessor acknowledges and agrees that Lessor waives and has no lien rights in the Facilities.

4. **Removal of Facilities.** Lessee may remove the Facilities from the Property at any time, whether all or any part of the same are deemed real or personal property. Within one hundred and twenty (120) days of the date of termination of this Agreement, Lessee shall remove all of its Facilities from the Property (except footings below three (3) feet), at Lessee's sole cost and expense, and surrender the Leased Space completely and in good condition, reasonable wear excepted.

C. **Easement.** Lessor hereby grants to Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement, which includes, but is not limited to, the right at Lessee's sole expense (a) to place Facilities on, over, across and under the Property; (b) to trim, cut and clear vegetation, trees, and undergrowth, and move earthen materials upon the Property; and (c) to enter and temporarily rest upon the Property, for the purposes set forth in this Agreement, including the right to bring in and use all necessary tools and machinery. The easement rights herein granted shall terminate upon termination or expiration of this Lease.

D. **Access.** Lessee, its Affiliates, and its and their assignees, and each of their employees, contractors, and agents shall be entitled to unrestricted seven (7) days a week, twenty-four (24) hours a day access to the Leased Space and the Upgraded Power Supply pursuant to the maps and procedures set forth in *Exhibit A*.

E. **Term: Termination.** This Agreement shall commence on March 20, 2024 (the "**Commencement Date**"), and shall continue thereafter for an initial term of ten (10) years, with the first expiration date being June 30, 2034 (the "**Initial Term**"). This Agreement shall automatically renew for three (3) five (5) year terms (each a "**Renewal Term**"), unless Lessee provides notice to Lessor of its election to terminate this Agreement not less than one hundred and twenty (120) days prior to the conclusion of the then-current Term. The Initial Term and the Renewal Terms are collectively and individually referred to herein as the "**Term**". Notwithstanding the preceding and in addition to any other right of termination provided in this Agreement, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days' notice to Lessor. Lessee shall repair all damage caused in connection with removal and shall restore the areas affected by the Equipment to the condition and appearance in which they were found prior to installation of the Equipment, reasonable wear and tear and damage by casualty excepted.

F. **Renumeration:** Lessee agrees that in lieu of monthly rental payments, they will provide an independent fiber data connection through Lessee's terminal for Lincoln Trail College. Data connection shall not be less than 1 gig or 1,000 meg download and 1 gig or 1,000 meg upload speed. The data connection shall be made available for use in academic instruction and general administrative needs of the college. All costs of installation and maintenance, including any relocation necessary, of the connection shall be the responsibility of the Lessee.

G. **Taxes.** Lessee shall be solely responsible for payment of all sales or use taxes and assessments, and any other taxes hereinafter becoming due on account of or arising out of Lessee's use of the Equipment Space and Ground Space, upon whichever Party they may be levied ("**Taxes**"); provided, however, each Party shall be responsible for their own personal property, real property and income taxes. In lieu of paying such Taxes, Lessee may provide Lessor with a tax exemption certificate acceptable to the taxing authority.

H. **Indemnification.**

1. Each Party (the “*Indemnifying Party*”) will indemnify, defend and hold harmless the other party, its affiliates and any of its or their shareholders, members, owners, officers, directors, employees, and contractors (“*Indemnified Parties*”) from and against any claims, actions, lawsuits, losses, liabilities, damages, costs, and expenses (including reasonable attorneys’ fees) arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property or bodily injury (including death) to the extent caused directly and proximately by the negligence or willful misconduct of the Indemnifying Party, its employees, contractors, representatives, or agents.

2. The Indemnified Parties will (a) notify the Indemnifying Party promptly in writing of any claim or commencement of any action by third parties for which the Indemnified Parties alleges that the Indemnifying Party is responsible under this Section (“*Claim*”); and (b) tender the defense of such Claim to the Indemnifying Party. The Indemnified Parties also will cooperate in a reasonable manner with the defense or settlement of such Claim. The Indemnifying Party shall keep the Indemnified Parties reasonably and timely apprised of the status of the Claim. The Indemnified Parties shall have the right to retain their own counsel, at their expense.

3. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Parties of any Claim unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the Claim has been tendered to the Indemnifying party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a Claim or consent to judgment with regard to the same without the prior written consent of the Indemnified Parties which consent shall not be unreasonably withheld, conditioned or delayed; provided that if the Indemnified Parties refuse such settlement or judgment, the Indemnified Parties shall, at their own cost and expense, take over the defense against the Claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Parties against the Claim for any amounts in excess of such refused settlement or judgment.

I. **LIMITATION OF LIABILITY.** NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, AND/OR ANY OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACTS OR OMISSIONS HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

J. **WARRANTY DISCLAIMER.** THE EQUIPMENT SPACE AND GROUND SPACE ARE PROVIDED ON AN “AS IS” BASIS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

K. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default (an “*Uncured Event of Default*”), then the other Party may upon written notice terminate this Agreement.

L. **Compliance with Applicable Law.** This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

M. **Insurance.** Lessee shall maintain in full force and effect during the Term of this Agreement the following policies of insurance shall name Lessor as an “additional insured”:

1. Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per accident/ occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence.

3. An umbrella policy of not less than Two Million Dollars (\$2,000,000.00).

4. Lessee shall, as reasonably requested by Lessor, provide proof of the insurance specified above, reasonably acceptable to Lessor, reflecting all such coverages.

N. **Notice.** Any notice to a Party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; or (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt required. Notices will be deemed given on the date of receipt if delivered pursuant to method (a), the next business day after mailing if sent pursuant to method (b), and upon receipt or refusal of receipt if sent pursuant to method (c). Notices will be addressed to the Parties as follows, or to such other address designated by notice to the other Party:

**Lessor:**

Wabash Telephone Cooperative, Inc.  
Attn: Justin Gephart  
14415 Highway 45  
Louisville, IL 62858

**Lessee:**

Illinois Eastern Community College /  
Lincoln Trail College  
Attn: Ryan Gower  
233 E. Chestnut Street  
Olney, IL 62450

O. **Assignment.** Notwithstanding anything to the contrary contained in this Agreement, Lessee shall not have the right to assign all or any part of its interest in this Agreement to any other person or entity, without the express prior written consent of Lessor; *provided, however*, upon prior written notice to Lessor, Lessee shall be permitted to assign its rights and obligations under this Agreement to a person or entity acquiring all or substantially all of its assets or equity, whether by sale, merger, consolidation or otherwise, or to any person or entity which is directly or indirectly (through one or more subsidiaries) Controlled by, Controlling or under common Control with Licensee (an “*Affiliate*”). “*Control*” means: (i) holding fifty percent (50%) or more ownership or beneficial interest of income and capital of such entity; or (ii) ownership of at least fifty percent (50%) of the voting power or voting equity of such entity; or (iii) having sole or shared management of a general partner or member of such entity; or (iv) regardless of the

percentage ownership interest held, having the ability to appoint a majority of the board of directors, managers or other governing body of such entity or otherwise direct management policies of such entity by contract or otherwise.

P. **Quiet Enjoyment.** Lessor represents and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Property; (iii) Lessee shall have quiet enjoyment of the Property throughout the Term of this Agreement; (iv) Lessor will not intentionally disturb Lessee's occupation of the Property as long as Lessee is not in default under this Agreement; and (v) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

Q. **Miscellaneous.**

1. **Authority.** Each Party represents and warrants to the other Party that: (a) it has the right, power and authority to enter into and perform its obligations under this Agreement; and (b) the person executing this Agreement on its behalf has been duly authorized to bind said Party hereto.

2. **Independent Contractors.** The Parties are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize either Party to act as an agent for the other Party. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

3. **Binding Effect.** The terms, conditions and agreements made and entered into by the Parties hereto are declared and agreed to be binding upon and inure to the benefit of the Parties' respective successors and/or permitted assigns.

4. **Third Party Beneficiaries.** This Agreement shall not provide any person that is not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

5. **Joint Work Product.** This Agreement is the joint work product of the Parties and has been negotiated by the Parties and will be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences will be drawn against either Party.

6. **Headings.** The titles to sections of this Agreement are not part of the same and shall have no effect upon the construction or interpretation of any part thereof.

7. **Non-Waiver.** The failure of either Party to insist on strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement will not waive such rights and such Party will be permitted to enforce such rights at any time and take such actions as may be lawful and authorized under this Agreement, whether at law or in equity. No express waiver by any Party shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenants, term, or condition shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

8. **Survival.** The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination of this Agreement (e.g., **Section H**, Indemnification; **Section I**) will survive the termination of this Agreement.

9. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of the Agreement will remain in full force and effect and will not be affected unless removal of that provision results in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

10. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law provisions.

11. **Entire Agreement; Amendments.** This Agreement contains all agreements, promises, warranties, representations and understandings between the Parties regarding the subject matter hereof, and supersedes all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

12. **Costs of Enforcement.** If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs and expenses from the other Party.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures are acceptable and shall be given the same effect as the original.

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

**LESSOR:**

**LESSEE:**

**WABASH TELEPHONE COOPERATIVE, INC.**

**ILLINOIS EASTERN COMMUNITY  
COLLEGE / LINCOLN TRAIL COLLEGE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made as of January 14, 2015, by and between Illinois Eastern Community Colleges District No. 529/Frontier Community College, hereinafter referred to as Frontier and the Fairfield Park District of Fairfield, Illinois, a unit of local government, located in Fairfield, Illinois, hereinafter referred to as the Park District.

WITNESSETH:

WHEREAS, the Park District, as Lessee holds two leaseholds expiring December 31, 2022, unless sooner cancelled by the Lessors, covering three softball/baseball diamonds located at Southwest Park, Fairfield, Illinois, and this agreement concerns the middle softball diamond; and

WHEREAS, the parties hereto are desirous of developing said softball diamond for the mutual benefit of the students of Frontier and the residents of the Park District as a recreational facility; and

WHEREAS, the Park District has made numerous improvements to the softball diamond to accommodate the requirements of Frontier for college level softball and Frontier has agreed to reimburse the Park District for these improvements; and

WHEREAS, the parties have agreed to these improvements and hereby agree that the improved softball diamond shall continue to be leased and managed by the Park District pursuant to the terms of this Agreement:

WHEREAS, Article 8, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS the parties have determined that it is in the best interests of the students of Frontier and the residents of the Park District, for the parties to enter into this Agreement with respect to the modification and improvement of the softball diamond and to carry out the purposes of this Agreement; and the governing bodies of each party hereto have adopted an ordinance or resolution approving this Intergovernmental Agreement and authorizing its execution.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Modifications Required by Frontier for College Level Usage of the Softball Diamond**

Frontier shall, at its sole expense, make all necessary changes to the softball diamond to comply with college requirements. Said changes shall be agreed to and made in cooperation with the Park District. The Park District and Frontier have agreed upon a basic list of required changes and such changes have been made as agreed. Frontier agrees to pay for these modifications. Once the softball diamond modifications have been fully executed, Frontier shall assume sole responsibility for the maintenance and upkeep of the softball diamond as contained within the existing fencing, and including such fencing and related poles. Frontier and the Park District agree to discuss and mutually agree upon development of any improvements beyond and outside of the existing fence, including but not limited to, bleachers, structures, and signage. It is anticipated that such improvements will be done at the expense of Frontier.

## **2. Scheduling and Shared Use of the Softball Diamond**

Priority shall be given to the use of the softball diamond by Frontier. Use of the softball diamond shall be scheduled between the designated representative of the Park District and the designated representative of Frontier. The Park District and Frontier shall cooperate as necessary to make scheduling changes and to avoid scheduling conflicts. Frontier shall have staff in attendance at Frontier usage for purpose of supervision when the softball diamond is used for Frontier purposes. In the event of a disagreement among the parties as to any matter covered by this paragraph, the decision of Frontier with regard to such issue shall be final, but Frontier shall give due deference to the Park District in decisions. All other disagreements are covered by paragraph 7 of this agreement.

## **3. Liability Insurance and Indemnification**

Each of the parties hereto shall maintain general liability insurance having liability limits in an amount not less than One Million Dollars (\$1,000,000.00) in force at such party's expense at all times during the term of this agreement and shall name the other party as an additional insured with respect to such policies of insurance. Proof of such insurance shall be given by each party by way of a certificate of insurance to be provided to the other party no less frequently than annually and when otherwise requested by the other party.

The Park District agrees to defend, indemnify and hold harmless Frontier, its officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of the Park District's use of the facility and by the general public of the facility, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of Frontier.

Frontier agrees to defend, indemnify, and hold harmless the Park District, its Commissioners, officers, agents, and employees harmless of and from all liabilities and claims of liabilities arising out of Frontier's use of the facility, when scheduled for use by Frontier, except to the extent that such liabilities and claims arise out of the direct or indirect conduct, act, or omission of the Park District.

## **4. Terms of Agreement**

This Agreement shall be effective upon execution hereof by both of the parties hereto after approval by their respective governing boards and shall continue for the duration of the existing leaseholds of the Park District and any extension or renewal thereof through and including July 1, 2040, unless sooner terminated by the Lessor's. Unless either party notifies the other within the last year of this agreement, this agreement shall terminate at the date specified. If neither party exercises its right of termination or extension of the initial term or of its desire not to extend the Agreement, the Agreement shall be extended for additional successive one year terms upon the same terms as then existing. In the event of the termination of this Agreement by either party as above provided, such party shall be responsible for all obligations incurred by it during the term of this Agreement. Upon termination of the Agreement, all real estate and improvements made subject hereof shall be the sole property of the Park District.

## **5. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

## **6. Amendment**

This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended duly upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

## **7. Arbitration**

It is hereby agreed that in case of any disagreement or difference shall arise at any time hereafter between the parties hereto, or any person claiming under them, in relation to this Agreement, either as the construction or operation thereof or the respective rights and liabilities there under, such disagreement or difference shall be submitted to the arbitration of two persons, one to be appointed by each party to this Agreement, and the third to be appointed by the two so appointed. If either party shall refuse or neglect to appoint an arbitrator and served written notice thereof upon the other party requiring it to appoint an arbitrator, then the arbitrator so first appointed shall have the power to proceed to arbitrate and determine the matters of this Agreement or difference as if he were the arbitrator appointed by both the parties hereto for that purpose, and his decision in writing shall be final, provided such decision shall be made within twenty (20) days after the reference of said arbitrators. All decisions of the arbitrators shall be binding upon the parties hereto as if entered by a court of competent jurisdiction.

## **8. Notices**

All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service as follows:

If to the Park District:

Board Chairman  
Fairfield Park District  
Fairfield, IL 62837

If to the College:

Chief Executive Officer  
233 East Chestnut Street  
Olney, IL 62450

In the event of the change of either of the above addresses, to the party whose address changes shall notify the other party in writing of such change and the new address.

## **9. Severability**

If for any reason any provision of this Agreement is determined by the Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be severed and this Agreement shall remain in full force and effect with the provision severed or modified by Court Order provided that said provision determined invalid does not substantially impair the intent or substance of this Agreement so that the purposes of this Agreement are not fulfilled and the benefits to the parties hereto are not realized. If said provision does substantially impair the intent or substance, the parties shall attempt to agree on an amendment to this Agreement to address the changes necessary as a result of said Court determination. However, if the parties are unsuccessful in negotiating an amendment, this Agreement shall terminate.

**10. Waiver of Performance**

The waiver by either party of any term, covenant or condition herein, or the failure of such party to insist upon strict and prompt performances therewith, shall not be deemed or construed to constitute a waiver of such terms, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

**11. Governing Law and Exclusive Jurisdiction**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

**12. Authority of Officers**

Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

**FAIRFIELD PARK DISTRICT, FAIRFIELD, ILLINOIS, A UNIT OF LOCAL GOVERNMENT**

BY: \_\_\_\_\_  
Board Chairman

ATTEST: \_\_\_\_\_  
Board Clerk

**ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

BY: \_\_\_\_\_  
Board Chairman

ATTEST: \_\_\_\_\_  
Board Secretary

## **FACILITIES AGREEMENT**

**810 LEININGER ROAD  
FAIRFIELD, ILLINOIS**

October 15, 2024

PLAN: ILLINOIS EASTERN COMMUNITY COLLEGE (IECC) and FRONTIER COMMUNITY COLLEGE (FCC) WILL CONDUCT TRUCK DRIVING TRAINING ON THE SITE OWNED BY FIRST BRANDS GROUP, LLC (FBG) LOCATED AT 810 LEININGER ROAD, FAIRFIELD, ILLINOIS.

### RESPONSIBILITIES:

- First Brands Group, LLC will provide to Frontier Community College and Illinois Eastern Community College FBG'S authorization and permitted use of the parking lot located at the former Airtex facility located at 810 Leininger Road, Fairfield, Illinois for FCC's and IECC's training and instruction of the College's truck driving training and related instruction.
- FCC and IECC will be responsible for any required sealing and stripping of the parking lot required for the operation of the College's truck driving training and instruction.
- FCC and IECC will provide curriculum and instructors and FCC and IECC will register all students and collect program tuition and fees.
- FCC and IECC will provide for the benefit of FBG and for the benefit of FCC and IECC and each student, faculty member or other college personnel participating in the program and engaging in any activities at the Facility, professional liability and comprehensive general liability insurance, which shall be primary insurance in the amount of one million dollars per occurrence.
- FCC and IECC shall maintain workers compensation insurance for all faculty members and College personnel providing services at the Facility as required by the Illinois Workers Compensation Act.
- This contract will be in effect throughout the duration of the training and instruction conducted by FCC at the 810 Leininger Road, Fairfield, Illinois location from October 1, 2024, through June 30, 2026. At the end of the contracted period this Agreement can be extended upon agreement of both parties. In the event FCC and IECC determine to cease usage for student training or instruction at FBG's facility at 810 Leininger Road, Fairfield, Illinois, this Agreement may be terminated upon thirty (30) days' written notice to the First Brands Group.

FEE FOR SERVICES: No fees will be exchanged for the use of the facility.

Signed,

FIRST BRANDS GROUP, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

ILLINOIS EASTERN COMMUNITY COLLEGE

By: \_\_\_\_\_

Date: \_\_\_\_\_

FRONTIER COMMUNITY COLLEGE

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") made and entered by and between THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES (hereinafter called "CMS") and Illinois Eastern Community College (hereinafter called "Partner").

### RECITALS

WHEREAS, CMS, created the Illinois Century Network ("ICN") by 20 ILCS 3921/1-20, owns, manages, and maintains a high-speed telecommunications network that provides reliable communication links to and among Illinois schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities that provide service to Illinois citizens; and

WHEREAS, CMS through the ICN provides Intermediate Light Amplification ("ILA") sites to interconnect fifteen major Local Access and Transport Areas ("LATA") in Illinois, each of which has multiple high-speed connections to the Internet; and

WHEREAS, CMS desires to co-locate ILA space and Partner desires to provide said space in the Partner Building;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

**Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

**Events of Default:** Events of default ("Events of Default") include, but are not limited to, the failure of either party to supply the services identified in Exhibit A and required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:

- A. Action or failure to act which affects the safety or welfare of employees, staff or contractors of either party;
- B. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
- C. Failure to supply any portion of the services herein at the time fixed for performance and in the manner specified herein;
- D. Discontinuance of the supply of the services for reasons not beyond a party's reasonable control; or
- E. Failure to materially comply with any term of this Agreement.

**Remedies:** The occurrence of any Event of Default which the defaulting party fails to cure within sixty (60) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within sixty (60) calendar days after notice, the defaulting party fails to commence and continue diligent efforts to cure, shall permit the non-defaulting party to declare defaulting party in default. Whether to declare Vendor in default is within the sole discretion of the Chief Purchasing Officer. The Partner's sole and exclusive remedy for any default by CMS is to terminate this Agreement pursuant to the Termination section below.

If CMS becomes aware of equipment related issues, CMS agrees to contact Partner regarding any such issues and explain the nature of the event along with basic estimates of when these problems will be resolved. CMS also agrees to work with Partner to resolve all outages as quickly as possible considering the criticality of the issue. CMS agrees to use commercially reasonable efforts to resolve all other events within 15 business days. Upon resolution, CMS agrees to contact Partner with an explanation of all events so that open trouble tickets may be closed. If the event is related to the physical connection between the Partner network and the ICN's Partner ILA, Partner will be responsible for resolving the problem.

**PURPOSE OF AN ICN ILA:** Entities connecting to an ICN ILA have access to all other entities connected to the ICN and also to the commercial Internet. In addition to connectivity, CMS reserves the right to offer other advanced network services as needed to the entities, which it serves. This Agreement is being executed to enable CMS to maintain an ILA for the ICN in space provided by Partner.

**TERM:** The term and commencement date of this Agreement shall be for the period of twenty (20) years and shall commence on the date signed by CMS. Additions, deletions or modifications of the Agreement will not affect the commencement date and must be in writing. Nothing in this Agreement shall be considered to interfere with the right of CMS to own and control the equipment placed by CMS at Partner site and is and will remain the exclusive property of CMS and may be removed by CMS at any time. In addition, Partner agrees to grant CMS an option to renew this lease for an additional ten (10) year period unless Partner has terminated this Agreement as described herein. Such option will be under the same terms and conditions and executed in writing by CMS at least ninety (90) days prior to the end of the lease period.

**TERMINATION:** Either party to this Agreement may terminate this Agreement by providing six (6) months notice thereof, in writing by registered mail to the other party. This notice shall specify the first day of the month in which the Agreement shall terminate. This date will be the day upon which CMS shall have removed all the equipment (including racks, cables and other auxiliary equipment) at the Partner site. It is understood that CMS property is the property of the State of Illinois and must, by law, be accounted for in any and all situations.

**AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This Agreement is contingent upon and subject to the availability of funds. CMS, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases CMS's funding by reserving some or all of the CMS's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) CMS determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Partner will be notified in writing of the failure of appropriation or of a reduction or decrease.

**INSTALLATION:** The equipment of CMS to be attached to and installed for the purpose of creating a regional ICN POP at the Partner site may be placed in operation at CMS's discretion. All equipment (including racks, cables, and other auxiliary equipment) installations must be coordinated with Partner. If Partner installs Partner owned equipment in the joint CMS/Partner site, then Partner must coordinate these installations with CMS. CMS shall not install any equipment other than that specified under this Agreement without prior written approval from Partner.

**SUPERVISION OF SITE ENGINEERING:** While CMS/ICN retains exclusive engineering supervision over all CMS owned equipment, Partner shall have the right to supervise the installation of all CMS equipment to insure that CMS/ICN equipment does not interfere with any Partner network operations. This supervision shall include: (a) review for Partner network

acceptability of equipment to be installed by the CMS/ICN; (b) review of engineering specifications; (c) establishment of standards and practices consistent with and necessary for avoidance or elimination of interference with co-located Partner owned equipment or networks, and (d) review of protective devices and back-up power systems being installed by CMS/ICN. If CMS owned equipment causes interference and this interference cannot be eliminated within a reasonable length of time, not to exceed 48 hours, Partner may require CMS to cease using the equipment that is causing the interference except for short tests necessary for the elimination of interference. CMS shall comply with all required federal and state regulations. CMS shall be responsible to Partner for any additional costs associated with meeting required federal and state regulations if these costs are directly attributable to the installation of the CMS owned equipment in the Partner site.

**MAINTENANCE:** During the term of this Agreement, CMS shall service and maintain at the cost and expense of CMS all CMS owned equipment installed at the Partner. Partner shall allow CMS service personnel unlimited 24x7 access during the term of this Agreement. CMS shall furnish to Partner a list of authorized personnel who will install and maintain CMS owned equipment. Partner shall be responsible for maintenance of the building, the equipment room, and air conditioning and environmental systems and shall keep them in good operating condition. Upon termination or expiration of this Agreement, CMS will surrender the space to Partner in good condition except for reasonable wear and tear.

**NOTICE:** During the term of this agreement, each party shall provide the other advance notice of any scheduled maintenance that would preclude either party from providing the services as described in this agreement. This maintenance should be performed within the evening maintenance window for CMS. This notice shall occur via the contacts identified in Exhibit B, or through communications procedures mutually agreed to during the term (See COMMUNICATION). Requirements in this paragraph will in no way effect the timeliness of emergency maintenance and repair by either party.

**COMMUNICATION:** During the term of this agreement, CMS and Partner will mutually define and utilize a communications method to facilitate the expedient execution of this agreement.

**INSURANCE:** During the term of this Agreement, CMS will insure all CMS owned equipment installed at the Partner site. The insurance will provide coverage against all risks of direct physical loss or damage from any external cause with the customary perils as may be available from the State of Illinois insurance plan. In the event said equipment shall be destroyed or damaged from any cause or peril not resulting from the act, neglect, cause or negligence of Partner, the Partner shall not be liable or responsible for the destruction or damage to the equipment owned by CMS and installed at the Partner site. Partner shall maintain good and sufficient liability and property damage insurance for the space leased hereunder.

**LIABILITY FOR SERVICE OUTAGE:** Partner shall not be liable to CMS or ICN customers for any interruption of service due to electrical power or air conditioning interruptions either planned or unplanned, or for vandalism, fire or other service interruptions. CMS shall not be liable to Partner for any interruption of service due to electrical power or air conditioning interruptions either planned or unplanned, or for vandalism, fire or other service interruptions, which may occur anywhere on the ICN network, and affect services provided to Partner under this Agreement.

**WAIVER:** Failure or delay on the part of Partner or CMS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**SUBLETTING AND ASSIGNABILITY:** No sublease of the space at Partner site or assignment in whole or in part of this Agreement by CMS shall be binding upon Partner without its written consent. CMS shall use the Partner site for the purpose of providing an intelligent ILA site that allows constituent entities as permitted by Illinois statute and State agencies access to CMS. CMS shall be permitted to arrange for constituents to co-locate equipment within CMS leased

space in accordance with all other terms of this Agreement.

**ADDENDUM:** An Addendum may be made or modified from time to time as required under the terms of the Agreement. Each modification shall be dated and signed by the parties hereto and incorporated herein by reference.

**TECHNICAL POINT OF CONTACT:** Both CMS and Partner will name a primary and secondary technical point of contact for maintaining communications between the two parties. This information will be updated as Exhibit B.

**PEERING:** To reduce the amount of traffic routed from the POP site to the Internet, Partner and CMS/CN shall agree to exchange IP traffic bound for their respective networks.

**LAWS OF ILLINOIS:** This Agreement shall be governed in all respects by the laws of the State of Illinois.

In Witness whereof, the parties hereto have executed this Agreement as of the latest date set forth below.

**Illinois Easter Community College**

Terry L. Bruce 6/5/13  
Authorized Signature Date

Terry L. Bruce  
Printed Name

CEO/IECC  
Title

**Central Management Services**

Malcolm Weems  
by Jonelle Brent 6/18/13  
Authorized Signature Date

Malcolm Weems  
by Jonelle Brent  
Printed Name

Director  
by BCCS COS  
Title

**Attachments:**

- Exhibit A:** Definition and Value of Services Being Exchanged
- Exhibit B:** Primary and Secondary Technical Points of Contact
- Exhibit C:** Scope of Work (or separate document)
- Exhibit D:** Invoice Material and/or Labor Costs for the Installation (or separate document)

**EXHIBIT A  
DEFINITION AND VALUE OF SERVICES BEING EXCHANGED**

Partner shall provide CMS with the following:

- Invoicing and execution of the Scope of Work document, attached.
- Space for Equipment Racks (294 Sq Ft) for the placement of CMS owned standard communications equipment located at:  
11220 State Highway 1  
Robinson, IL 62454
- Power to support the equipment installed by CMS.  
Electrical needs: two ea 15amp circuits with NEMA L5-15R outlets, two ea 5-20 amp quad outlets with universal plate, one earth ground with 6 gage wire, and one 100 amp 2 pole feed.
- Access to Building Demarc for network egress.
- Connectivity to an UPS systems & emergency backup generator sufficient to meet CMS's electrical needs as specified by CMS.
- A fire suppression system appropriate for electronic equipment.
- HVAC in good operating condition sufficient to maintain all ICN equipment within appropriate operation temperatures.
- Appropriate security measures to restrict access to individuals authorized by CMS.
- Unescorted access on a 24x7 basis for individuals authorized by CMS.

The estimated value of the Partner's services is \$818.00 per month.

CMS shall provide Partner with the following:

- In lieu of monetary payment, CMS will provide Partner with ICN services, which services shall be mutually agreed upon by the parties, valued at \$818.00 per month. Partner shall have the option to select any combination of ICN services.
- Connectivity to the ICN through a port on network equipment located in space provided to CMS through this Agreement. This port will be under the management of CMS through ICN.
- As the CMS cost recovery model changes, Partner may be eligible for a bandwidth/services review. It is the responsibility of Partner to initiate this review by contacting CMS via the appropriate RTC.
- Internet bandwidth provided to Partner at a per MB cost described in the current Service Agreement pricing maintained by CMS for all constituencies in the state. The total bandwidth (or services) provided by CMS to Partner is described as an estimated value for services, above. If the cost recovery model that CMS maintains changes in any way, Partner may request CMS to re-evaluate the value provided by CMS and the bandwidth or services may be modified in order to provide services that are equivalent to the considerations provided by Partner.
- Partner and CMS may mutually agree to permit Partner to be compensated by CMS through the providing by CMS of space to Partner at other POP facilities maintained by CMS throughout the state. These facilities would provide network access, emergency power, UPS support, and physical security at no additional cost to Partner. CMS will determine the value of the alternate space(s) and provide that to Partner in writing prior to any mutual Agreement to modify the specific services that CMS is providing to Partner hereunder.
- Partner and CMS may mutually agree to permit Partner to be compensated through a combination of bandwidth, services and space at other POP facilities at Partner's request. CMS will determine the value of the services and provide that to Partner in writing prior to any mutual Agreement to modify the specific services that CMS is

providing to Partner hereunder.

- CMS agrees to the remote monitoring of all CMS owned or operated ICN network electronics for equipment or circuit failures, network problems or sub-optimization. If these events occur, CMS agrees to contact Partner regarding these events and explain the nature of the event along with basic estimates of when these problems will be resolved. CMS agrees to use commercially reasonable efforts to resolve all outages within 48 hours of notification or discovery. CMS also agrees to contact Partner with an explanation of all events so that open tickets may be closed. If the event is related to the physical connection between the Partner network and the Partner provided connection, Partner will be responsible for resolving the problem.
- CMS will require, over time, additional services to properly administer the CMS facility. Services that Partner may provide CMS will be billed to CMS on one-time as-requested basis via quotes requested by CMS and provided to CMS by Partner.
- To pay all the costs of material and labor necessary for the installation of an ILA site as described in the scope, a copy of which is attached hereto as Exhibit C. CMS will pay Partner in advance for the material and labor necessary to complete the installation of the ILA site based on firm cost estimates provided to and approved by CMS prior to the time that materials are purchased or labor is performed. Material and/or labor costs for the installation of the ILA site shall not exceed the cost estimate(s) pre-approved by CMS without the written consent of CMS. All other costs will be paid by CMS upon receipt of an invoice and in accordance with the State Prompt Payment Act (30 ILCS 540).

**EXHIBIT B  
PRIMARY AND SECONDARY TECHNICAL POINTS OF CONTACT**

<b>Illinois Easter Community College (Lincoln Trail College)</b>	
Primary Technical Contact	Alex Cline
Title	Director, I.T.
Address	233 E. Chestnut
Phone	618-879-9470
After hour contact #	618-354-8468
Secondary Technical Contact	Paul Tait
Title	Systems Admin
Address	233 E. Chestnut
Phone	618-879-9403
After hour contact #	618-843-4357

<b>Central Management Services / Illinois Century Network</b>	
Primary Technical Contact	Lisa Koltun
Title	Information System Analyst
Address	120 W. Jefferson Floor 1 NOC Springfield, IL 62702
Phone	217.558.1111
Email Address	Lisa.koltun@illinois.gov
After hour contact #	800.366.8768 Option 2
Secondary Technical Contact	Brian Wanless
Title	Information System Analyst
Email Address	Brian.wanless@illinois.gov
Address	120 W. Jefferson Floor 1 NOC Springfield, IL 62702
Phone	217.558.1111
After hour contact #	800.366.8768 Option 2
CMS HelpDesk (CMC)	HelpDesk
Title	HelpDesk
Email Address	Cms.bccs.icn.cmc@illinois.gov
After hour contact #	800.366.8768 Option 2

# **Exhibit C**

## **Scope of Work – Robinson PRV 31376**

CMS/ICN is seeking approval to purchase the following as part of ARRA project for ILA site Robinson - Lincoln Trail College:

- HVAC Carrier Air Conditioner System
- Concrete Pad for Generator
- Electrical to Generator hookup
- Room Fire code drywall and doors
- Ladder Racks and Computer Rack Wiring to Breaker Box Wiring
- Ground Plane – Installation of grounding planes to outside ground rods and grounding of each rack and equipment to grounding planes
- Installation of Natural Gas line to Generator

These items will be used at the ICN (Illinois Century Network) Lincoln Trail College ILA to run fiber and DWDM equipment in a protected environment. This equipment is a needed item to be able to keep the IBOP Project moving forward without creating problems while protecting the equipment used to run fiber equipment. The fiber infrastructure will link together disparate public and private networks throughout the state to provide affordable access to commodity Internet, private peering locations and research networks.

*Exhibit D*

Name	Date	Total Price	Notes
MilesTek	12/14/2011	\$485.50	Jack's Budget
Chester's Lock Shop	1/26/2012	\$530.00	LTC Maintenance Budget
Crawford Electric heating&Air	10/24/2011	\$7,950.00	Jack's Budget
Horrall Electric Inc.	12/14/2012	\$9,332.46	Jack's Budget
R&L Ready Mix Concrete	12/29/2011	\$267.00	LTC Maintenance Budget
Green Construction	1/23/2013	\$1,462.79	LTC Maintenance Budget
Anixter	12/14/2012	\$33.25	Jack's Budget
Niehaus Home Center	12/20/2011	\$590.31	LTC Maintenance Budget
Niehaus Home Center	12/27/2011	\$26.58	LTC Maintenance Budget
Niehaus Home Center	12/29/2011	\$14.49	LTC Maintenance Budget
Niehaus Home Center	1/3/2012	\$73.28	LTC Maintenance Budget
Niehaus Home Center	1/4/2012	\$39.20	LTC Maintenance Budget
Niehaus Home Center	1/19/2012	-\$32.95	LTC Maintenance Budget
Niehaus Home Center	12/23/2011	\$160.00	LTC Maintenance Budget
Sub Total		\$20,931.91	
<b>LABOR</b>			
<b>Name</b>	<b>Date</b>	<b>Total Hours</b>	
Labor for Jack Dunn	10/16/2012	\$217.52	Jack's Budget
Mileage for Jack Dunn		\$149.85	Jack's Budget
Labor for Larry Johnson	10/16/2012	\$60.00	
Labor for Larry Johnson	12/12/2011	\$60.00	
Labor for Larry Johnson	12/13/2011	\$90.00	
Labor for Larry Johnson	12/14/2011	\$90.00	
Labor for Larry Johnson	12/15/2011	\$120.00	
Labor for Larry Johnson	12/16/2011	\$90.00	
Labor for Larry Johnson	12/26/2011	\$120.00	
Labor for Larry Johnson	12/27/2011	\$120.00	
Labor for Larry Johnson	12/28/2011	\$120.00	
Labor for Larry Johnson	12/29/2011	\$90.00	
Labor for Jared Jenkins	12/12/2011	\$34.00	
Labor for Jared Jenkins	12/13/2011	\$51.00	
Labor for Jared Jenkins	12/14/2011	\$51.00	
Labor for Jared Jenkins	12/15/2011	\$68.00	
Labor for Jared Jenkins	12/16/2011	\$51.00	
Labor for Jared Jenkins	12/26/2011	\$68.00	
Labor for Jared Jenkins	12/27/2011	\$68.00	
Labor for Jared Jenkins	12/28/2011	\$68.00	
Labor for Jared Jenkins	12/29/2011	\$51.00	
		\$1,837.37	
Grand Total		\$22,769.28	

*Alex Clin* 4-9-13

## LEASE AGREEMENT

BETWEEN

THE CRAWFORD COUNTY RECREATION CENTER (CCRC)

AND

ILLINOIS EASTERN COMMUNITY COLLEGES

1. The Lease Agreement entered into this 18th day of October, 2023 between the Illinois Eastern Community College District #529 whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and The Crawford Country Recreation Center (A non-profit organization operating in Crawford County, IL), whose mailing address is PO Box 23, Robinson, IL 62454, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises consisting of approximately 40,000 square feet: the Recreation Center at Lincoln Trail College consisting of a natatorium, a wellness area for weights/equipment, a central gathering corridor and associated kitchen space, dry and wet changing rooms, two offices and associated reception area, four multipurpose rooms and an indoor athletic court with walking track.
3. To have and to hold the premises with the appurtenances under the following terms: commencing October 18, 2023 through May 31, 2033. The LESSEE may terminate the lease by giving ninety (90) days' written notice. The LESSOR may terminate the lease only in the event of violation of the terms of this lease. The LESSEE will be given the option to renew the lease May 31, 2033 under terms and conditions to be negotiated and mutually agreed upon by LESSOR and LESSEE.
4. The LESSEE agrees to use the premises for the sole purpose of providing fitness and community recreation services for its members, providing for meeting and event opportunities for the community, and hosting fundraising and other activities for the community. The LESSEE agrees to operate programs and maintain the facility and equipment in a manner that reflects well upon both the LESSEE and the LESSOR. Unless permitted by IECC Board Policy, alcohol will not be permitted at any events hosted on the leased premises. Discounted memberships will be made available to full-time students of Lincoln Trail College, with the amount of the discount to be determined by the LESSEE.
5. The LESEEE agrees to work collaboratively with the LESSOR to make the facility available for prospective student tours.
6. The LESSOR and LESSEE agree that rent for the stated premises shall be established at a rate of One Dollar (\$1.00) per year during the term of this lease agreement.

7. The LESSOR will be responsible for commons area maintenance including lawn, landscaping, sidewalks, and parking. The LESSEE agrees to close on any days Lincoln Trail College cancels classes due to inclement weather.
8. The LESSOR will be responsible for maintenance and repair of major building systems and utilities (HVAC, fire panel, fire suppression, water, garbage, sewer, phone, internet) during the term of the lease agreement. The LESSEE will be responsible for day-to-day maintenance and upkeep within the building, including janitorial services, fixtures and amenities (e.g. toilets, sinks, cabinets, lockers, mirrors, showers, security cameras, etc.) in the Recreation Center.
9. The LESSEE agrees to assume full responsibility for the swimming pool chemical and mechanical operation (e.g. pool pump, heater, and filtration system) and the LESSOR agrees to assume full responsibility for repair or replacement to the existing pool liner. At such time as the existing pool liner is replaced, the LESSEE will assume full responsibility for the repair/replacement of the new pool liner.
10. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat and air conditioning, electricity, water, telephone, wireless internet, sewage service, and dumpster service. The LESSEE agrees to reimburse the LESSOR on a monthly basis for gas, water, and electricity (metered and billed) used in the Recreation Center for the duration of the lease agreement.
11. The LESSEE shall have the right to install and maintain such signs, as are necessary for the identification of its place of business, as approved by the LESSOR. Additional build-outs or tenant improvements cannot be made without express written consent of the LESSOR in each and every instance.
12. The LESSOR will make 20 dedicated parking spaces available on the far west side of the main parking lot of Lincoln Trail College.
13. The LESSOR will maintain master keys to the facility and will provide to the LESSEE several sets of keys that can be made available to its designees. The LESSEE will assume the cost of rekeying the facility in the event that keys entrusted to it are lost, stolen, or not returned by its designees. The LESSOR, its agents and employees, shall have the right to enter the premises at all times with or without notice and shall in no event be liable for any inconvenience, disturbance, or other damage to LESSEE by reason of the performance of any activities or work in, upon, above, or under the premises.
14. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration, or improvements thereto.

15. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied. The LESSEE agrees to repair or replace at its own expense damage to any portion of the leased space as well as any other spaces affected by the operation of the CCRC in the event that the damage is caused by action beyond normal wear and tear reasonably anticipated during use by LESSEE, its invitees, guests, customers or anyone over whom LESSEE has responsibility or control.
16. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, public liability insurance in an amount of at least \$2,000,000.00/\$1,000,000.00 per occurrence and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an insured party, to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. The LESSEE further agrees to carry a \$3,000,000.00 umbrella policy and to maintain statutory minimum workers compensation, a waiver of subrogation, with the LESSOR as an additional insured.
  - a. Partial Loss. In the event of a partial loss to the leased premises due to an insured event, the parties agree that the following procedures will apply:
    - i. Notification. The LESSEE shall promptly notify the LESSOR in writing of any loss or damage to the leased premises that is covered by insurance, providing all relevant information.
    - ii. Claim. The LESSOR, as the building owner, shall make a claim with the insurance carrier to recover the costs of the repairs.
    - iii. Proceeds. The proceeds from said claim shall be used to repair and restore the premises to their pre-loss condition. The LESSOR will coordinate the repairs in compliance with governing state statutes. The LESSEE will cooperate in facilitating building access for repairs.
    - iv. Timeliness. The LESSOR will make reasonable efforts to complete the repairs promptly, and the LESSEE acknowledges that its use and enjoyment of the premises may be temporarily affected, and they are not entitled to any rent or utility abatement due to such inconveniences.
  - b. Total Loss. In the event of a total loss of the leased premises due to an insured event, the following procedures shall apply:
    - i. Lease termination. If the leased premises become a total loss due to an insured event, either party may terminate this agreement by providing written notice to the other party. The LESSEE shall vacate the premises upon receipt of the termination notice.
    - ii. The LESSOR shall not be liable for any further compensation or damages due to the termination of this lease agreement under these circumstances.
  - c. Indemnification. The LESSOR agrees to indemnify and hold the LESSEE harmless against any claims of losses, as follows:
    - i. LESSEE responsibility. The LESSEE shall indemnify, defend, and hold harmless the LESSOR from any claims, damages, losses or liabilities that arise out of the LESSEE's use, occupancy, or conduct in the leased premises during the term of this lease.

ii. Scope. This indemnification shall include, but not be limited to, any personal injury or property damage claims and reasonable legal expenses incurred by the LESSOR in defense of such claims.

- 17. The LESSEE agrees to comply with all applicable federal, state, and local laws and regulations.
- 18. The LESSEE shall be required to conduct criminal background checks of all employees at LESSEE's cost, in accordance with both State and Federal law. At request of LESSOR, LESSEE shall provide evidence of such background checks.
- 19. This Lease Agreement may not be assigned to another party by the LESSEE, nor is the LESSEE authorized to sublease the premises described in this lease agreement. Should the LESSEE terminate the lease or cease operations for the permissible operations as described in paragraph 4 above, the LESSOR will be given the first right of refusal to purchase the equipment in the wellness area (weights, resistance training machines, treadmills, stair steppers, spinners, etc.) at a pro-rated, fair market value that takes into account age and working condition.
- 20. Any notice required to be given by either party upon the other shall be in writing and shall be given by hand delivery, registered or certified mail (return receipt requested, or overnight delivery to LESSOR:

IECC – Dr. Ryan Gower; 233 E. Chestnut Street, Olney, IL 62450  
CCRC – Dan McDonald; PO Box 23, Robinson, IL 62454

IN WITNESS THEREOF, the parties hereto have signed and sealed their presence on the date executed November 2, 2003.

**LESSEE: The Crawford County Recreation Center**

By: Bill Sandiford  
Its: Bill Sandiford; President

WITNESS:

Maureen Shea

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut  
Olney, IL 62450

By: Ryan Gower  
Its: Ryan Gower, Chancellor

**LEASE AGREEMENT**  
**BETWEEN**  
**TWIN RIVERS REGIONAL VOCATIONAL SYSTEM**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of July 2024, between the Illinois Eastern Community Colleges whose address is 233 East Chestnut Street, Olney, Illinois 62450 hereinafter called the LESSOR and Twin Rivers Regional Vocational Systems whose address is 11220 State Highway 1, Robinson, IL 62454 hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known as IECC/LTC, 11220 State Hwy 1, Robinson, IL 62454 (Professional Annex Building Room 402 - approximately 560 sq. ft.), and to share common space of the building that includes the restrooms to be used exclusively as an office facility for the facilitation of the Twin Rivers Regional Vocational System to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2024, through June 30, 2026, and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Hundred Fifty Dollars (\$250) monthly. The rent shall be due by the 5th day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$250 will be forwarded to the LESSOR upon the completion, execution and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alterations or improvements thereto.

8. The LESSEE shall not make any additions, alterations, improvements, or repairs to the premises without written consent of the LESSOR in each and every instance.
9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days' written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed  
\_\_\_\_\_.

**LESSEE: Twin Rivers Vocational System**

11220 State Highway 1  
Robinson, IL 62454

By: \_\_\_\_\_  
Its: Troy Hickey

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut Street  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Dr. Ryan Gower, Chancellor

## AGREEMENT

**THIS AGREEMENT** is made and entered into this 18th day of June 2024, by and between Illinois Eastern Community College District #529 (“**Lessor**”), and Britton’s Bullpen. (“**Lessee**”).

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property located in Noble, Illinois, commonly known as the Terry L. Bruce West Richland Center; and

**WHEREAS**, Lessee desires to lease from Lessor the leased space defined as the baseball field and the softball field located North of the building. The baseball field and the softball field is in an area enclosed by fencing which is approximately 320 feet by 575 feet. The leased property also contains a batting cage, a 30 x 40 concrete building, and a 10 x 14 storage shed; and

**WHEREAS**, Lessor desires to lease to Lessee the Leased Space; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. In lieu of a cash rental, Lessee agrees to mow the outfields of the baseball and softball fields and maintain the baseball and softball infield spaces. Lessee shall also maintain the fences and spray so that weeds are controlled.
2. Lessor agrees to provide water and electricity sufficient to provide a maintenance of the baseball and softball fields.
3. Lessor hereby grants to Lessee, and its Affiliates, and its and their assignees, and each of their employees, contractors, and agents a non-exclusive easement of ingress and egress to traverse the Property, by foot and motor vehicle, to accomplish the purposes as set forth in this Agreement.
4. **Term: Termination.** This Agreement shall commence on July 1, 2024, and shall continue thereafter for an initial term of five (5) years. Notwithstanding, Lessee may, at its option, terminate this Agreement upon one hundred and twenty (120) days’ notice to Lessor.
5. **Default.** In the event either Party fails to perform a material obligation of this Agreement, the performing Party will give the non-performing Party written notice, and the non-performing Party shall have fifteen (15) days from the giving of written notice to cure a default that may be cured by the payment of money and thirty (30) days to cure any other default. In the event the non-performing Party fails to cure the default, then the other Party may upon written notice terminate this Agreement.

6. **Compliance with Applicable Law.** This Agreement and the Parties actions under this Agreement shall comply with all applicable federal, State, and local laws, ordinances, rules, regulations, court orders, and governmental agency orders.

7. **Insurance.** The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.

8. **Notice.** Any notice to a Party required or permitted under this Agreement shall be in writing and notices shall be addressed to the parties as follows:

**Lessor:**

Illinois Eastern Community Colleges  
Attn: Chancellor  
233 East Chestnut Street  
Olney, IL 62450

**Lessee:**

Britton's Bullpen  
Attn: Phillip Britton  
1809 South Whittle Avenue  
Olney, IL 62450

9. **Independent Contractors.** The Lessees are independent contractors. Nothing contained in this Agreement shall be construed to create a partnership between the Parties, or an employee relationship, or to authorize the Lessee to act as an agent for the Lessor. Neither Party has the authority to make any agreement or incur any liability on behalf of the other Party, nor is either Party liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the other Party.

10. **Governing Law; Venue; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

11. **Entire Agreement; Amendments.** This Agreement contains all agreements, promises, warranties, representations, and understandings between the Parties regarding the subject matter hereof, and supersede all prior oral or written agreements, promises, warranties, representations or understandings between the Parties and shall constitute the entire agreement between the Parties regarding the subject matter thereof. Any addition, variation, modification or amendment to this Agreement will be null, void and ineffective unless made in a writing signed by both Parties.

12. **Costs of Enforcement.** If either Party brings an action to enforce this Agreement, the prevailing Party in any such action shall be entitled to recover reasonable actual attorneys' fees, costs, and expenses from the other Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**LESSEE:**

**ILLINOIS EASTERN COMMUNITY COLLEGE**

**BRITTON'S BULLPEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Phillip Britton

Title: IECC Board Chairman

Title: \_\_\_\_\_

**LEASE AGREEMENT**  
**BETWEEN**  
**C.E.F.S. ECONOMIC OPPORTUNITY CORPORATION**  
**(WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM)**  
**AND**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

1. The Lease Agreement entered into this 1st day of July 2024 between the Illinois Eastern Community Colleges whose address is 233 East Chestnut, Olney, Illinois 62450 hereinafter called the LESSOR and C.E.F.S. Economic Opportunity Corporation (Workforce Innovation and Opportunity Act Program), whose address is 1805 South Banker Street, Effingham, Illinois 62401-0928, hereinafter called the LESSEE, to use and occupy the property herein described under the terms and subject to the conditions set forth herein.
2. WITNESSETH: The LESSOR hereby leases to the LESSEE the following premises: certain office known at 305 Northwest St. Room 208 A, Olney, Illinois 62450, and to share common space of the building that includes the break room, restrooms and conference room, to be used exclusively as an office facility for the facilitation of the Workforce Innovation and Opportunity Act Program to allow local residents to obtain necessary job skills that will lead to employment.
3. To have and to hold the premises with the appurtenances under the following terms: commencing July 1, 2024, through June 30, 2026, and may be terminated by either party giving the other ninety (90) days written notice. The lease could automatically renew at the end of the lease period if mutually agreed to in writing by both parties.
4. The LESSEE shall pay the LESSOR a total not to exceed Two Hundred Twenty-Five Dollars (\$225) monthly. The rent shall be due by the 5<sup>th</sup> day of each month. Rents for part of a month will be prorated accordingly. The first month's rent of \$225 will be forwarded to the LESSOR upon the completion, execution, and signature of this lease by both parties.
5. The LESSOR shall provide the following utilities on the lease premises during the term of this lease, to include heat, water, telephone, internet, sewage service, trash removal, janitorial service and electricity.
6. The LESSEE shall have the right to install and maintain such signs as are necessary for the identification of its place of business, as approved by the LESSOR.
7. The LESSEE has inspected and knows the condition of the leased premises and agrees to accept same "as is". It is further understood that the premises are hereby leased to LESSEE without obligation on the part of the LESSOR to make any additions, alteration or improvements thereto.
8. The LESSEE shall not make any additions, alterations, improvements or repairs to the premises without written consent of the LESSOR in each and every instance.

9. The LESSEE shall under the terms of this Lease Agreement ensure that the area leased is kept clean and orderly for the premises and the appurtenances occupied.
10. The LESSEE shall procure and maintain in force during the term of this agreement, and any extension thereof, at LESSEE's expense, liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and agrees to furnish to the LESSOR a certificate of insurance naming the LESSOR an additional insured party, as primary and non-contributory to protect against liability for damage claims through public use of or arising out of accidents occurring in and around the building when said building is being used. LESSEE shall also show coverage for workers' compensation at statutory minimums with waiver of subrogation.
11. This Lease Agreement may be terminated by either party giving the other ninety (90) days written notice. In addition, this agreement is contingent upon the receipt of federal funding through the Illinois Department of Commerce and Economic Opportunity for the Workforce Innovation and Opportunity Act Program through Lake Land College by C.E.F.S. Economic Opportunity Corporation. Should this funding cease, this Lease Agreement shall automatically terminate.

IN WITNESS THEREOF, the parties hereto have signed their presence on the date executed \_\_\_\_\_.

**LESSEE: C.E.F.S. Economic Opportunity Corporation**

1805 South Banker Street  
Effingham, IL 62401-0928

By: \_\_\_\_\_  
Its: Kevin Bushur, Chief Executive Officer

**LESSOR: Illinois Eastern Community Colleges**

233 East Chestnut Street  
Olney, IL 62450

By: \_\_\_\_\_  
Its: Dr. Ryan Gower, Chancellor

**LEASE AGREEMENT**

Illinois Eastern Community Colleges

**LEASE AGREEMENT** (this “Agreement” or this “Lease”) made this \_\_\_ day of \_\_\_\_\_, 202\_, by and between \_\_\_\_\_, a \_\_\_\_\_ (“Landlord”) and **BLUEBOLT OUTDOOR LLC**, a New York limited liability company, with its principal office at 419 Park Avenue South, Suite 605, New York, NY 10016, or its designee (“Tenant”). Landlord and Tenant may be collectively referred to as “Parties”.

WITNESSETH:

1. **Lease:**

- (a) Landlord as the owner of the university/college commonly known as “Illinois Eastern Community Colleges” (the “Campus”) does hereby lease to Tenant during the Term hereof (as set forth in Paragraph 2 below) (i) the areas set forth on Exhibit A hereto (as the same is amended and supplemented from time to time by the Parties) located in around various areas of the Campus (such areas being hereinafter referred to as the “Sign Areas”), subject to the terms and conditions hereinafter set forth. Landlord’s lease of the Sign Areas to Tenant shall include the exclusive right by Tenant to install, replace, maintain and operate, and sell advertising space in the Sign Areas on solar powered benches/newspaper kiosks (the “Units”) all subject to the terms and conditions hereinafter set forth.
- (b) Landlord hereby grants a non-exclusive lease and license to Tenant to the common areas of the Campus in common with Landlord and with all others for whose convenience and use the common areas of the Campus have been or may hereafter be provided subject, however, to the rules and regulations for the use thereof as may be prescribed from time to time by Landlord in order to: (i) access the Sign Areas; and (ii) install, replace, modify, maintain, repair and operate the Program on the Units.

2. **Term:**

- (a) The term of this Agreement (the “Term”) shall commence on the date it is executed and delivered by both parties and shall continue until the date that is on the fourth (4th) anniversary of the date on the installation of all Units has been completed. Tenant’s obligation to pay rent (the “Rent Commencement Date”) shall commence upon the completion of all Units at the Campus.
- (b) **Renewal Period:** The Term will automatically renew for successive two additional four (4) year terms unless and until either party provides the other with written notice of an intent not to renew sent no less than one hundred twenty (120) days prior to the expiration of the then current Term.
- (c) **Landlord Termination Right:** Notwithstanding anything in this Lease to the contrary, on the date this is one hundred twenty (120) days prior to the third (3<sup>rd</sup>) anniversary of the Rent Commencement Date, time being of the essence, Landlord shall one opportunity to terminate this Lease upon written notice to Tenant sent on such date. In such event, Landlord shall pay Tenant an amount equal to Tenant’s cost of removing, packing and shipping each Unit, which cost is currently estimated to be approximately \$1,000 per Unit. The failure of Landlord to timely send such notice, time being of the essence, shall act to terminate and waive Landlord’s termination right herein.

3. **Rent:**

- (a) Commencing on the Rent Commencement Date, Tenant shall pay Landlord rent equal to ten percent (10%) of the Gross Advertising Revenues generated and received from the Units pursuant to media contracts from advertisers. The Rent required to be paid to Landlord shall be payable within thirty (30) days following the end of each calendar year. Tenant shall send such payments to the address for Landlord as provided for herein, or as otherwise directed by notice from Landlord.

4. **Tenant Reporting:**

- (a) Tenant agrees that it will furnish to Landlord within thirty (30) days after the end of each calendar year an annual Sales Statement of Gross Advertising Revenues for such year, showing in reasonable detail the amount of Gross Advertising Revenues for said year, and the amount of the total Advertising Rents owed to Landlord for said year.

5. **Tenant's Obligations:**

- (a) Tenant shall be responsible for the foregoing related to the Units and advertising:
- i) Tenant shall install and maintain the Units at locations shown in Exhibit A at its sole cost and expense. Estimated lead time from signing contract to installation of Units is 3-6 months. Specifications of current model of the Units can be [found here](#). If at any time during the term of this Agreement, the Landlord elects to relocate the Units, the Tenant shall relocate the Unit(s) to such new location(s) designated by the Landlord at Landlord's sole cost and expense.
  - ii) Tenant shall provide creative of advertisers to Landlord prior to installation on the Units.
  - iii) Within sixty (60) days of written notice from the Landlord, Tenant shall replace any Units that are beyond economical repair or shall adequately repair any substantially damaged Units. If units are beyond repair or badly damaged, then Tenant shall remove unit within 7 working days. The Tenant shall not be responsible and shall not be liable for any repairs or replacement of any Units which have been damaged or destroyed due to negligence or misuse by the Landlord, its employees or students.
  - iv) Except if due to negligence or misuse by Landlord, its employees or students, major maintenance which includes repair or replacement of a Unit with major malfunctioning damage, shall be performed by the Tenant.
  - v) Tenant shall not acquire any right, title or interest in any Landlord property, including but not limited to the Campus, which shall at all times remain the property of the Landlord.
  - vi) Tenant shall compensate the Landlord in the following amount and manner:
    - (1) Units: Tenant shall pay the Landlord Rent equal to ten percent (10%) of all Gross Advertising Revenue derived from third-party advertising media payments on the Units.
    - (2) Additional 10% of Gross Advertising Revenue from any Referral that the Landlord sends to the Tenant, as long as the Tenant has not already engaged said referral.
      - (a) Said Rent will be paid to:  
Illinois Eastern Community Colleges  
233 E. Chestnut Street  
Olney, IL 62450  
Attn: Ryan Hawkins
  - vii) Except to the extent caused by the negligence or willful misconduct of Landlord, or its partners, members, servicers, trustees, officers, directors, shareholders, beneficiaries, agents, contractors and employees (the "Landlord Related Parties"), Tenant hereby agrees to indemnify and hold and defend Landlord and the Landlord Related Parties harmless from any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Sign Areas; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant under this Lease; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees.

\_\_\_\_\_  
Initial Initial

6. **Landlord's Obligations:**

- (a) The Landlord shall be responsible for the foregoing:
- i) The Landlord shall grant the Tenant, and its agents, a limited license to enter and occupy the Campus for the purpose of installing and maintaining the Units, and for all other means to reasonably carry out the purpose of this Agreement.
  - ii) The Landlord acknowledges that the Units are the sole property of the Tenant, and it shall take no action, or refrain from taking any action, that is inconsistent with the Tenant's ownership.
  - iii) The Landlord agrees to indemnify, defend, and hold the Tenant harmless related to any claim or cause of action arises from the negligence or misconduct of Landlord, its employees, agents and invitees.
  - iv) Landlord confirms quantity of Units and any specific colors, including specific Pantone colors if required.

- v) Basic wipe down as maintenance / cleaning staff tends to the grounds.
- vi) The Landlord will accept and unload the delivery of the Units to the campus. Landlord will be provided with 30 days' notice for the delivery date. Delivery and installation will commence at times approved by Landlord to minimize interruptions to foot traffic. All deliveries to the Landlord of the Units and related materials shall be made to the following address:

(1) Frontier Community College (Terry L. Bruce West Richland Center)

Contact: Melanie Wiseman  
 Phone: 618-395-7777  
 Address: 320 E North Avenue, Noble, IL 62868

(2) Lincoln Trail College

Contact: Chris Ellington  
 Phone: 618-544-8657  
 Address: 11220 State Highway 1, Robinson, IL 62454

(3) Olney Central College

Contact: Amy Tarr  
 Phone: 618-395-7777  
 Address: 305 North West Street, Olney, IL 62450

(4) Wabash Valley College

Contact: Ernie Majors  
 Phone: 618-262-8641  
 Address: 2200 College Drive, Mt. Carmel, IL 62863

- (5) If Landlord is unable to accept delivery of Units, Tenant will make other arrangements.

7. **Notices:**

- (a) Any and all notices that may be necessary and/or required under the terms and conditions of this Agreement shall be in writing and shall be given or made (and shall be deemed duly given or made upon receipt) by (1) delivery in person, (2) commercial overnight courier service, (3) email or (4) certified mail with return receipt and pre-paid postage, to the respective parties at the following addresses:

If to the TENANT, to:

Bluebolt Outdoor LLC  
 419 Park Avenue South, Suite 605  
 New York, NY 10016  
 Attn: Evan Seigerman  
 Phone: 646-214-5985  
 evan.seigerman@blueboltoutdoor.com

If to the LANDLORD, to:

Illinois Eastern Community Colleges  
 Attn: Ryan Hawkins, CFO  
 233 East Chestnut Street  
 Olney, IL 62450  
 Phone: 618-393-2982  
 hawkinsr@iecc.edu

8. **Prohibited Commercial Advertising Materials:**

- (a) The Landlord has furnished the Tenant with a list of subject matters to which Landlord objects for commercial advertising. The Tenant shall not install, or permit, advertising on the Units that contain the prohibited subject matter identified by the Landlord and set forth in Exhibit B attached to, and made a part of, this Agreement.

9. **Location of Units:**

- (a) Each Unit shall be installed at agreed upon locations on the Campus, as indicated with a "B" on the campus map for the Solar Powered Benches, and a "K" on the campus map for the Solar Powered Newspaper Kiosks, shown on Exhibit A (Sign Areas).
- (b) At all times, the Units shall be installed with proper site lines to allow for viewing of advertisements, free from interference from:

- i) Trees
- ii) Garbage Cans
- iii) Other Obstructions

10. **Taxes/ Governmental Charges:**

- (a) The Landlord shall be responsible for the payment of all real property taxes and assessments, whether general, special, ordinary, extraordinary, or otherwise levied on or assessed against its property. In no event shall the Tenant be liable for the payment of any monies to the Landlord other than those expressly set forth in Section 3(a) of this Agreement.

11. **No Partnership/ Joint Venture:**

- (a) Nothing in this Agreement shall be construed as having created any partnership, joint venture, or agency between the Parties.

12. **Event of Default:**

- (a) In the event that either party deems the other to be in default of its obligations under this Agreement, the non-defaulting party shall send the other written notice of the other's non-compliance and shall allow the defaulting party thirty (30) days to cure such defect. In the event of the failure to cure the default, the other party shall have all rights and remedies available at law and in equity, including without limitation the right of specific performance.

13. **Insurance:**

- (a) Tenant shall maintain at its sole expense during the Term, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000.00) and Tenant shall provide, in addition, excess liability insurance on a following form basis, with overall excess limits of at least Three Million Dollars (\$3,000,000.00). Tenant may self-insure for Tenant's inventory, furnishings and other personal property, provided that, for purposes of the waiver of claims and subrogation, Tenant shall be deemed to have the insurance for which Tenant is self-insuring. All such policies shall name Landlord and Landlord's agents, mortgagees, and such other parties as Landlord shall reasonably request as additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Workman's Compensation or similar insurance to the extent required by law.
- (b) **Waiver of Claims:** Except as otherwise set forth in this Lease, and except to the extent due to the negligence or willful misconduct of a Landlord Related Party, Tenant further releases Landlord and the Landlord Related Parties from liability for any property damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Sign Areas, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, and from any acts or omissions of co-tenants or other occupants of the Campus. The provisions of this Paragraph 13(b) shall survive the termination of this Lease.

14. **Exclusivity:**

- (a) During the entire term of this Agreement, the Landlord agrees not to engage or participate, directly or indirectly, in any business that in competition with the business of the Tenant. During the entire term of this Agreement, the Landlord agrees not to enter into any agreement with any other person or entity for the installation of advertising solar powered Units of any similar nature as those contemplated by this Agreement, whereby the material displayed on such Units or displays would be competing with those contemplated by this Agreement.

15. **Authority of Parties:**

- (a) Each person executing this Agreement on behalf of the contracting party warrants that he, or she, has the authority to enter into this Agreement on behalf of the party.

16. **Assignment:**

- (a) The Tenant may assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent. This assignment shall not be unreasonably withheld.

17. **Relocation:**

- (a) During the term of this Agreement, all Units needing relocation must be approved by the Tenant.
- (b) All costs associated with the relocation inclusive of any damage thereof shall be incurred by the Landlord. All relocations shall take no longer than thirty (30) days from removal to re-installation. The Landlord must provide the Tenant with ninety (90) days of such intent.

18. **Representations & Warranties:**

- (a) Tenant represents that it has the right and power to enter into this Agreement and perform obligations hereunder.
- (b) Landlord represents that it has the right and power to enter into this Agreement and perform obligations hereunder.

19. **Binding Effect:**

- (a) This Lease shall be binding upon and inure to the benefit of the Tenant, the Landlord and their respective successors and assigns.

20. **Relationship of Parties:**

- (a) Neither party is an agent, legal representative, joint venture partner, employee, or servant of the other party for any purpose. Each party is an independent contractor, has a landlord-tenant relationship only, and is in no way authorized to make a contract, agreement, warranty, representation, or to create any obligation, express or implied, on behalf of the other party except as set forth in this Lease. It is also expressly agreed that only the Managing Member of Tenant is authorized to make commitments on behalf of Tenant, and that no other person (including other officers, directors, agents, salespersons or broker of Tenant) or entity is authorized to amend this Lease or otherwise make any commitments of any kind on behalf of Tenant.

21. **Removal and Restoration by Tenant:**

- (a) Tenant shall vacate the Sign Areas, upon the expiration or earlier termination of this Lease, and leave the Sign Areas broom clean and in the same condition that the Sign Areas existed on the Commencement Date, ordinary wear and tear and damage caused by Landlord Related Parties, casualty or condemnation excepted. Upon the expiration of the Term, Tenant shall have the option to either (1) remove the Units and repair any damage caused thereby, or (2) leave the Units and abandon them to Landlord, in which case the Units shall be deemed abandoned by Tenant and Landlord may use or dispose of them at Landlord's discretion. Tenant's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.

22. **Law Governing, Effect and Gender:**

- (a) This Lease, and any dispute concerning this Lease, shall be governed by the laws of the state where the Campus is. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, except as expressly provided otherwise. Use of the neutral gender shall be deemed to include the masculine and feminine.

23. **Non-Waiver:**

- (a) Failure or delay on the part of Landlord or Tenant to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

24. **Referrals:**

- (a) Landlord agrees that throughout the Term it shall refer to Tenant all inquiries it receives, whether written or oral, regarding advertising on the Units. Such referrals shall be made as soon as reasonably practicable.

25. **Consent to Use Landlord Name:**

- (a) Landlord agrees that Tenant can use the name of Landlord and the tradename of the Campus and Landlord in connection with Tenant's website, marketing and promotional materials for the purposes of promoting and effecting sales of advertising on the Sign Areas.

26. **Rules and Regulations:**

- (a) Tenant agrees to comply with all rules and regulations established by Landlord from time to time, provided Tenant has received prior written notice of such rules and regulations and such rules and regulations do not increase Tenant's obligations or decrease Tenant's rights under this Lease, in each case by more than a *de minimis* extent. In the event of an inconsistency between the rules and regulations established by Landlord and this Lease, this Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**LANDLORD:**  
**ILLINOIS EASTERN COMMUNITY COLLEGES**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**  
**BLUEBOLT OUTDOOR LLC,**

By: \_\_\_\_\_  
Print Name: Evan Seigerman  
Title: Managing Member

EXHIBIT A

Sign Areas

**Frontier Community College (Terry L. Bruce West Richland Center)**  
320 E. North Ave, Noble, IL 62868



**Lincoln Trail College**  
11220 State Highway 1, Robinson, IL 62454-5707

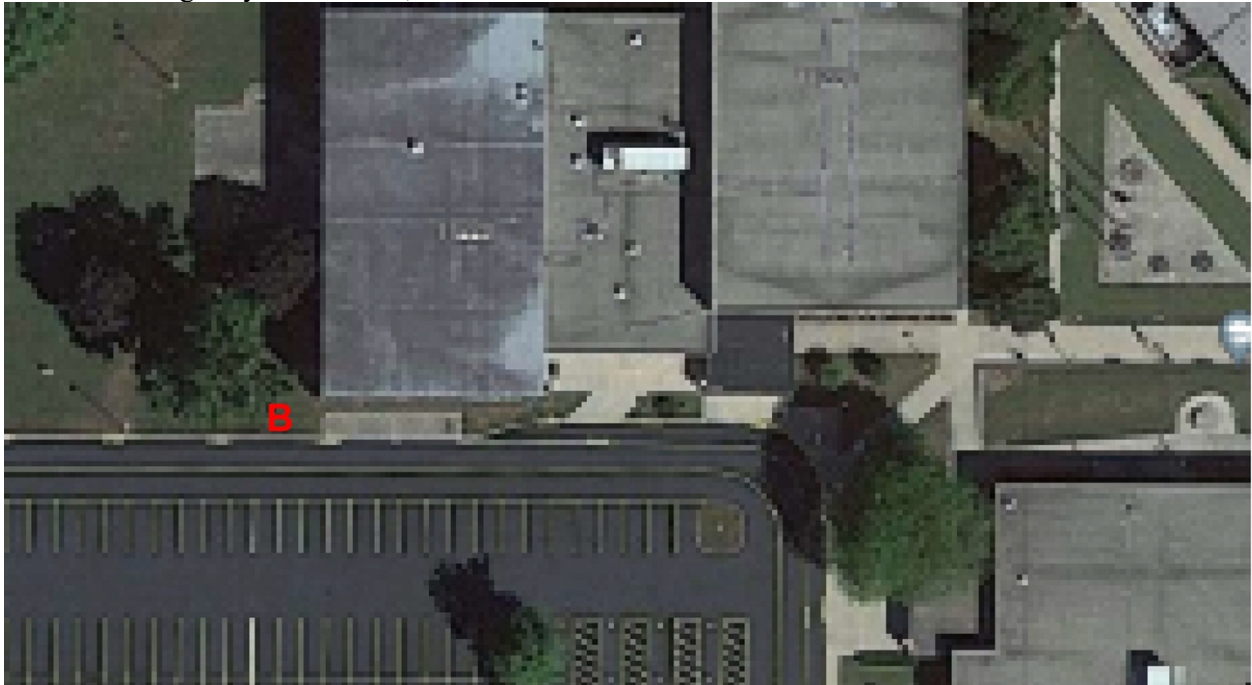


EXHIBIT A

Sign Areas

**Olney Central College**

305 North West Street, Olney, IL 62450-1099



**Wabash Valley College**

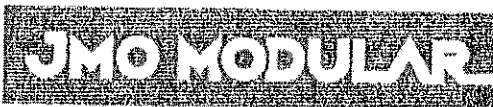
2200 College Drive, Mt. Carmel, IL 62863-2699



EXHIBIT B

Objected Advertising Subjects or Materials

- Alcoholic Beverages
- Firearms
- Tobacco
- Contraceptives and sex related products or services
- Gambling
- Any brand or product that directly competes with any of the University business units
- In addition, Landlord shall have the right to require Tenant to remove any advertisement which, in Landlord's reasonable, good faith discretion, may injure or negatively impact the business of Landlord or **any material that impairs the character, reputation, image or appearance of the Landlord.**



LEASE EXTENSION  
(For Period from June 1, 2025 to June 1, 2027)

This Lease Extension is made this 20th day of March 2025, between JMO Modular, Lessor, Illinois Eastern Community College Dist. #529 (Lincoln Trail), Lessee.

Recitals:

1. In June 2023, the parties executed a Lease Agreement for the building described as:

(1) Relocatable classroom building	Stock#	Serial#	Size
	991	07-13945/46	28x68

2. This lease is set to expire on June 1, 2025.

3. That the parties have agreed to extend this Lease for an additional two (2) year period, to end 10 days after the last day of regular classes or June 1, 2027, whichever is earlier.

In consideration of the agreements contained herein, the parties agree as follows:

1. That the Original Lease is extended to include the period from June 1, 2025 to end 10 days after the last day of regular classes or June 1, 2027 whichever is earlier.

2. That the consideration to be paid for this extension from Lessee to Lessor is \$20,000.00 per year.

3. Except as otherwise provided herein, the parties hereby confirm and extend all the terms and conditions of the original Lease Agreement, and all subsequent extensions and modifications thereof.

Pursuant to Section 14 of the Original Agreement, insurable value for property damage coverage: \$ 100,000.00.

Please forward a copy of insurance coverage with JMO Modular as coinsured along with this original extension.

LESSOR: JMO MODULAR DATE: 3/24/25

SIGNATURE: *Mark A. Atkins*

PRINT NAME: Mark A. Atkins TITLE: Director of Operations

LESSEE: IECC

SIGNATURE: *Ryan Gowler* DATE: 3/25/25

PRINT NAME: RYAN GOWLER TITLE: CHANCELLOR

## LEASE AGREEMENT

This lease agreement (herein the "Agreement"), made and entered into as of the \_\_\_\_ day of June, 2023, by and between JMO MODULAR, LLC (herein "Lessor"), and Illinois Eastern Community College Dist. #529, Olney, Illinois, (Lessee".)

### WITNESSETH:

Lessor hereby leases and rents to Lessee and Lessee hereby leases and rents from Lessor, upon the following terms and conditions, the personal property (herein the "Property") described in annexed Schedule A.

1. **TERM.** The term of the Agreement shall be Two (2) year to begin on the date the Property is delivered and accepted (herein the "Commencement Date") by the Lessee and to end 10 days after the last day of regular classes or June 30,2025 whichever is earlier. Lessee will provide Lessor a certificate of acceptance, in a form similar to Schedule B, attached hereto, outlining such Commencement Date.

2. **RENTAL.** The yearly rental is agreed to be **SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500.00)**, herein referred to as the "Rent", which sum plus an amount equal to the sum of all applicable taxes, fees and assessments, will be due in advance starting on the Commencement Date and will continue to be due for the remainder of the term on the same day for each successive calendar year thereafter. Lessor will invoice Lessee for yearly rental installment.

3. **NET LEASE.** This Agreement is a net lease and Lessee's obligations to pay all Rent due under the Agreement and the rights of the Lessor or its assignee in, and to, such Rent shall be absolute and unconditional under all circumstances, notwithstanding: (i) any setoff, abatement, reduction, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, its assignees, the manufacturer or seller of the Property, or any other person for any reason whatsoever; (ii) any defect in condition, operation, fitness for use, or any damage to, or destruction of the Property, (iii) any interruption or cessation of use or possession of the Property; or (iv) any insolvency, bankruptcy reorganization or similar proceedings instituted by or against Lessee.

4. **SECURITY DEPOSIT.** Lessee shall pay the sum of \$0.00 herein the "Security Deposit", to be held by Lessor without liability to Lessee for interest, as security for Lessee's faithful performance of the terms and conditions of this Agreement, as well as to indemnify Lessor, to the extent thereof, for any damages, cost, expenses or attorney fees which Lessor may incur by reason of Lessee's default hereunder. In the event of Lessee's default, Lessor may apply the Security Deposit in payment of its cost, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor, provided however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit. In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Agreement, and the return of the Property to Lessor in the condition required by Section 17 hereof, any unexpended balance of the Security Deposit shall be returned to the Lessee.

5. SET-UP AND DELIVERY. Upon Lessor's receipt of this executed Agreement, Lessor will prepare the Property for the Lessee based on agreed upon specifications and drawings. Lessor will arrange for delivery and installation of the Property.

Lessee shall be responsible for payment of delivery and set up charges as follows:

Delivery of building	\$4,620.00
Installation	<u>\$9,500.00</u>
Total due with signed order	\$14,120.00

Delivery and installation includes the building being delivered to an accessible, prepared site, and being blocked, leveled, and anchored to code on prepared foundations with vinyl skirting installed.

6. TIME LIMITATIONS. Lessee hereby agrees that Lessor's charges and rental rates provided herein will be subject to revision by Lessor in the event Lessee requests alterations in the design or specifications of the Property after the execution of this Agreement.

7. LOCATION OF PROPERTY. Lessee shall use the Property in the operation of its school at the location specified on Schedule B and the Property shall not be removed from such location without Lessor's prior written consent. Provided approval to relocate the Property is given, Lessee shall bear all costs associated with such relocation. If the Property shall be located on a site not owned by Lessee, Lessee shall obtain for the benefit of Lessor, a Landlord's waiver in a form acceptable to Lessor. Lessee shall provide Lessor with the following information: (i) the name and address of the owner of record of the premises; (ii) the legal description of the Premises.

8. LESSEE'S INTEREST. The Property shall at all times remain the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein, except for those rights expressly granted by this Agreement. Lessee agrees to execute and deliver to Lessor such document and instruments as are requested by Lessor in order to preserve and protect the Property and Lessor's interest therein.

9. COMPLIANCE WITH REGULATIONS. Lessee at its own cost and expense shall comply with and conform to all regulations, rules, ordinances, and requirements of any municipal, county, state or federal authority in all matters and things affecting the Property. In addition, at its own cost and expense, Lessee shall arrange for hookup to any utility connection required, purchase all permits required to situate the Property and obtain necessary zoning variances required by any municipal, county, state or federal authority. In the event compliance with the requirements of any governmental or quasi-governmental agency require Lessor to delay the installation of the building or to change its design of the building or any part thereof, Lessee's charges and rental rates may be adjusted to compensate Lessor for any change in Lessor's cost resulting there from.

10. LESSEE'S INSPECTION. Upon delivery of the Property, Lessee shall inspect the same within twenty-four (24) hours following delivery and provide Lessor written notice specifying defects in or other proper objections to the Property. If Lessee fails to provide such notice, within 24 hours following the date of delivery, it shall be conclusively presumed as between Lessor and Lessee that

Lessee has inspected the Property and that the same is in good condition and repair and acceptable for lease hereunder.

11. LESSOR'S INSPECTION. Lessor, at all times during normal business hours, shall have the right to enter upon the premises where the Property is located for the purpose of inspection and observing its use.

12. ALTERATIONS. Lessee shall make no alterations, additions or improvements to the Property without the prior written consent of Lessor. All additions and improvements of whatsoever kind or nature shall become the property of Lessor. Lessor, at its option, may require Lessee, at Lessee's cost and expense to remove any additions and improvements made to the Property and restore the same to its original condition, subject only to normal wear from ordinary use.

13. WAIVER AND INDEMNIFICATION. Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares and merchandise in, upon or about the Property, and for injuries to Lessee, Lessee's agents and third persons, irrespective of the cause of such loss, damage or injury. Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, and demands arising out of the maintenance, possession or use of the Property by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Property.

14. INSURANCE. During the term of this Agreement or any extension thereof, Lessee shall maintain in force comprehensive general liability insurance written by a responsible insurance company or companies in an amount not less than One Million Dollars (\$1,000,000) combined single limit insuring Lessee and Lessor as a named insured against loss from injury or damage arising out of the ownership, possession, maintenance or use of the Property. It is Lessee's responsibility to furnish Lessor with current certificates evidencing the effectiveness of such insurance. Such insurance policy or policies shall provide that any cancellation, modification or alteration shall not be effective as to Lessor unless Lessor shall have been provided written notice at least ten (10) days prior to the effective date of any such cancellation, modification or alteration.

15. LOSS AND DAMAGE. Until the Property is returned to Lessor, Lessee assumes all risk of loss or damage to the Property and agrees to indemnify and hold Lessor harmless from any loss resulting from theft, destruction or damage to the Property. Should any of the Property damaged be capable of repair, this Agreement shall not terminate, but at Lessee's cost and expense the Property shall be repaired and restored to its condition existing prior to such damage. In the event any of the Property is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Property as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the replacement value of the Property as of the date of the event, accident or occurrence causing the loss, damage or destruction of the Property. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this Section.

16. NOTICE OF INJURY. Within twenty-four (24) hours after its occurrence, Lessee shall give Lessor written notice, including complete details, of any injury to person or property, which injury in any way relates to the Property.

17. MAINTENANCE AND RETURN. Lessor, at its own cost and expense, shall maintain the Property and every part thereof in good operating order, repair, condition and appearance. Lessee is responsible for routine maintenance, cleaning and cosmetic appearances of all mechanical equipment (e.g., cleaning air conditioning coils and changing filters on a regular basis are considered maintenance). Lessee shall not affix any advertising, signs or other insignia to the exterior or interior of the Property without the prior written consent of Lessor. At the termination of this Agreement, or any renewal thereafter, the Lessor will be responsible for dismantling and delivering the Property to Lessor's nearest storage facility. The Lessee will be responsible for surrendering the Property in as good condition as upon original delivery to Lessee, reasonable wear and tear accepted. **Lessee responsible for charges of LESSOR'S COST PLUS 15% for dismantle and return at end of term or upfront payment as defined in schedule A.**

18. LIENS. Lessee, at its own cost and expense, shall at all times keep the Property free of and from all liens, encumbrances, attachments, levies, claims, charges and assessments, and shall pay and discharge prior to delinquency, all fines, taxes and other charges levied, claims, charges and assessments against the Property, and Lessee shall be immediately liable to Lessor for the amount thereof and shall pay the same upon demand.

19. LESSEE'S DEFAULT. If Lessee shall fail to pay the Rent or any other sum due hereunder when due, or if Lessee fails to observe, keep or perform any other term, condition or provision of the Agreement, or if Lessee ceases doing business as a going concern, or if Lessee becomes insolvent or makes an assignment for the benefit of creditors, or if a petition is filed by or against Lessee under the bankruptcy Code or under any similar statute, including a petition for reorganization, arrangement or extension, or if Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee, or if such receiver, trustee, conservator or liquidator is appointed without the application or consent of Lessee, or if a creditor of Lessee or any other person or entity attaches or levies execution against the Property, or if Lessee makes a bulk transfer of its furniture, fixtures, furnishings, or other equipment or inventory, Lessor shall have the right to exercise any one or more of the following remedies.

- a) To declare all unpaid Rent and other charges immediately due and payable and to recover the balance of the Rent and other charges reserved hereunder, with Lessor retaining title to the Property.
- b) To sue for all Rent and other charges due hereunder as same shall accrue;
- c) With or without notice, demand or legal process, to retake possession of the Property hereunder (Lessee hereby authorizes and empowers Lessor to enter upon the premises wherever the Property may be found) and (i) retain the Property and all Rent and other charges paid hereunder and recover from the Lessee the amount of the unpaid Rent and other charges hereunder for the balance of the stated term; (ii) release the Property and recover from the Lessee the amount by which the

balance of Rent and other charges reserved hereunder for the balance of the stated term exceeds the net amount received by Lessor from such re-leasing for the same period; or (iii) sell the Property and recover from the Lessee the amount by which the balance of Rent and other charges reserved hereunder for the balance of the stated term and residual value of the Property exceeds the net amount received by Lessor from such sales. As used in this sub-division, the residual value shall be deemed to be the estimated value of the Property at the end of the stated term of this Agreement. Lessor may specifically enforce this provision, which is a material inducement to Lessor in entering the Agreement;

- d) With or without notice, demand or legal process, to enter upon the premises wherever the Property may be found and rendered the same unusable;
- e) To recover the property from Lessee. Lessee recognizes that any holding over by Lessee after the time it is required to surrender the Property may cause Lessor to lose or prevent Lessor from obtaining substantial business opportunities, the value of which Lessor cannot presently ascertain. In order to limit Lessee's liability to Lessor therefore, Lessor and Lessee agree that Lessee shall pay Lessor as liquidated damages the sum of one-three hundred sixty-fifth (1/365th) of the annual rental described in Section 2 of this Agreement plus the sum of Fifty Dollars (\$50.00) for each day of holding over by Lessee;
- f) To terminate this Agreement and require Lessee to pay Lessor within twenty-four (24) hours after written demand, a sum of money equal to the amount, if any, by which the then cash value of the Rent reserved under this Agreement for the balance of the term exceeds the then cash reasonable rental value of the Property (including applicable taxes) for the balance of the lease term;
- g) To terminate this Agreement; and/or
- h) To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action taken by Lessor, Lessee shall be and remain liable for the full performance of all obligations required of Lessee under this Agreement. All remedies of Lessor are cumulative and may be exercised concurrently or separately. Lessor may exercise any or all of the foregoing remedies as to all or any part of the Property.

Lessor shall not be deemed to have terminated this Agreement, or the liability of Lessee to pay the Rent thereafter accruing, or waived Lessee's liability for damage, by instituting any proceeding for claim and delivery, by re-leasing the Property or otherwise. Nothing herein contained shall be construed as obligating Lessor to lease the Property. In the event Lessor retakes possession of the Property and re-leasing same, Lessee shall have no right or authority to collect Rent from a new lessee occupying the Property.

20. BANKRUPTCY. Neither this Agreement nor any interest therein is assignable or transferable by operation of law.

21. **LIMITATION OF LIABILITY.** Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages resulting from the lease of the Property, including, but not limited to, loss of business or profits.

22. **LESSOR'S EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorney fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

23. **LESSEE'S ASSIGNMENT.** Lessee shall not assign, transfer, pledge or hypothecate this Agreement, the Property or any part thereof or any interest therein, or sublet or rent the Property or any part thereof, or permit the Property or any part thereof to be used by anyone other than Lessee or Lessee's employees without the prior written consent of Lessor. Consent to any of the foregoing prohibited acts applies only in the given instance and is not consent to any subsequent like act by Lessee or any other person. Subject to the foregoing, this Agreement shall inure to the benefit of, and is binding upon, the successors and assigns of the parties hereto, and any such assignment, transfer, pledge or hypothecation of the Agreement, the Property or any part thereof or any interest therein, without the prior written consent of Lessor shall be void.

24. **LESSOR'S ASSIGNMENT.** Lessor may assign this Agreement and its assignee may assign same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Agreement, to the Rent and other charges herein provided for to be paid, and in and to the Property shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against Lessor; it being understood and agreed that any assignee of Lessor assumes the obligations of Lessor.

25. **PERSONAL PROPERTY.** This Property is, and shall at all times be and remain, personal property notwithstanding the fact that the Property or any part thereof may now be, or hereafter become, in any manner affixed, attached to, embedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to a permanent structure by means of cement, plaster, nails, bolts, screws or otherwise. In the event for all purposes of taxation the Property is treated by any governmental agency as real property, the Lessee shall be solely responsible for payment of all taxes assessed against the Property as real property. Any costs incurred to register or license the Property or any part thereof pursuant to the laws of any state affecting the licensing and registration of motor vehicles or trailers, shall be paid by Lessee.

26. **LATE CHARGE.** Should Lessee fail to pay any part of the Rent herein reserved or any other sum required by Lessee to be paid to or for the benefit of Lessor within ten (10) days after the due date, Lessee shall pay to Lessor interest on such delinquent payment, computed from the date first due until paid, at the highest legal rate permitted by the laws of the State of Illinois.

27. **NON WAIVER.** No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, Lessor shall be

entitled to pursue any remedy available under this Agreement, by law or in equity, despite Lessor's forbearance or indulgence.

28. **HOLDING OVER, EXTENSION OR SALE.** Should Lessee desire to purchase the Property or extend this Agreement beyond the term provided in Section 1 hereof, Lessee shall provide Lessor written notice ninety (90) days prior to the end of the term of this Agreement. Providing there have been no events of default, the sale price or the yearly rental rate beyond the term provided in Section 1 shall be set at fair market value, unless otherwise specified in Schedule B. Such purchase or extension of this Agreement shall be documented in a mutually acceptable format.

29. **TERMINATION.** This Agreement may be terminated by either party, effective as of the expiration of the term provided in Section 1, if three (3) months prior written notice is given. A charge of \$250.00 per day will be charged if the buildings are not ready for removal 10 days after the last day of regular classes or June 30, 2025 whichever is earlier. If this Agreement is not so terminated it shall continue in full force and effect for successive years, at the yearly Rent, until three (3) months written termination notice is given by either party.

30. **NOTICES.** Any notice or communication given or required to be given hereunder shall be deemed sufficiently given if delivered personally or mailed by registered or certified mail, postage prepaid, to Lessor at the following address:

**JMO Modular, LLC  
12882 Route 37 North  
P O Box 547  
Marion, IL 62959**

and to Lessee at the following **BILLING ADDRESS:**

**Illinois Eastern Community College Dist. #529  
233 E Chestnut St  
Olney IL 62450**

or to such other address or addresses as may hereafter be furnished in writing by either party to the other, and shall be deemed to have been given as of the date personally delivered or deposited in the United States Mail.

31. **JOINT AND SEVERAL LIABILITY.** If more than one Lessee is named in this Agreement, the liability of each shall be joint and several.

32. **ORIGINAL AGREEMENT.** There shall be one original of this agreement executed by all the parties and marked "Original" on the first page thereof. Any duplicate original of this Agreement shall be marked "Duplicate Original" on the first page thereof.

33. **CHOICE OF LAW.** This agreement and its performance shall be governed exclusively by the laws of the State of Illinois.

34. WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO ANY OF THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

35. TITLES. The titles of the Sections of this Agreement are solely for the convenience of the parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

36. ENTIRE AGREEMENT. The foregoing constitutes the full and complete Agreement between the parties, and all other oral or written agreements in relation to the subject matter of this Agreement are hereby rescinded.

37. BINDING EFFECT. THIS AGREEMENT SHALL BECOME THE LEGAL AND BINDING OBLIGATION OF THE LESSOR AND LESSEE ONLY UPON EXECUTION OF THIS AGREEMENT BY AUTHORIZED REPRESENTATIVES OF EACH PARTY, AT THEIR PRINCIPAL PLACES OF BUSINESS. NO OTHER CONTRACT AND NO AGREEMENT, CONSIDERATION OR STIPULATION MODIFYING OR CHANGING THE TENOR HEREOF SHALL BE RECOGNIZED AS BINDING UNLESS APPROVED IN LIKE MANNER.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement on the date set forth below.

38. WAIVER OF JURY TRIAL/VENUE

- (A) EACH OF THE LESSOR AND THE LESSEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE LESSOR AND THE LESSEE MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE PROPERTY. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE LESSOR AND THE LESSEE, AND THE LESSOR AND THE LESSEE HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE LESSOR AND THE LESSEE FURTHER REPRESENT THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LESSOR TO LEASE THE PROPERTY DESCRIBED HEREIN.
- (B) THE LESSOR AND THE LESSEE HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF THE FIRST JUDICIAL CIRCUIT, WILLIAMSON COUNTY, ILLINOIS AND AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR BROUGHT TO ENFORCE THE PROVISIONS OF THIS AGREEMENT SHALL BE BROUGHT IN SUCH COURT.

LESSOR: JMO MODULAR, LLC

SIGNATURE: Mark Atkins PRINT NAME: Mark Atkins

TITLE: Director of Operations DATE June 28, 2023

LESSEE: Illinois Eastern Community College Dist. #529

SIGNATURE: Ryan Hawkins PRINT NAME: Ryan Hawkins

Digitally signed by Ryan Hawkins  
DN: cn=Ryan Hawkins, o=Illinois Eastern  
Community Colleges, ou,  
email=rahawkins@iecc.edu, c=US  
Date: 2023.07.20 15:54:24 -0500

TITLE: Chief Financial Officer DATE 7/20/2023

Schedule A

to Lease Agreement dated June \_\_\_\_, 2023, "Agreement"  
by and between JMO Modular, LLC, "Lessor and  
Illinois Eastern Community College Dist. #529,"Lessee"

The Property consists of the following units:

**JMO STOCK # 991**  
**2X68 DOUBLE CLASSROOM BUILDING**  
**C & B Serial # 07-13945/46**

Pursuant to Section 2, 5 and 17 of the Agreement, the Lessee agrees to be responsible for the following charges:

Delivery of building	\$4,620.00
Installation	<u>\$9,500.00</u>
Total due with signed order	\$14,120.00

Knock down & return            Cost plus 15% due at end of term

Delivery and set up includes delivered to accessible site, blocked, leveled, and anchored to code on prepared foundation with vinyl skirting installed.

Lease rate per year for **1 year** with annual payments due upfront.  
Initial payment due on completion or occupancy of \$16,500.00 per year.

**Completion or occupancy precludes any final utility connections such as plumbing and electrical provided by school district.**

Pursuant to Section 14 of the Agreement, insurable value for property damage coverage:  
**\$ 100,000**

Lessee will insure the Property and have JMO Modular, LLC as co-insured.

Initials:

Lessee FRH

Lessor MAA

Schedule B

to Lease Agreement dated June \_\_\_\_, 2023, "Agreement"  
by and between JMO Modular, LLC, "Lessor" and  
Illinois Eastern Community College Dist. #529, "Lessee"

1. Items of Property. The Lessee hereby certifies that the Property, as outlined in Schedule A, has been delivered to the location indicated below, inspected by the Lessee, found to be in good order and accepted pursuant to the terms and conditions of the Agreement as of the date indicated below:

2. Location of Property:

Lincoln Trail College  
1120 IL 1  
Robinson, IL 62454

3. Acceptance and Commencement Date:

\_\_\_\_\_

4. The term of the Agreement will start on the Commencement Date indicated above.

AGREED AND ACKNOWLEDGED:

By: **Ryan Hawkins**  
Digitally signed by Ryan Hawkins  
DN: cn=Ryan Hawkins, o=Illinois Eastern Community  
Colleges, ou, email=hawkhnr@lecc.edu, c=US  
Date: 2023.07.20 15:55:26 -05'00'

Name: Ryan Hawkins

Title: Chief Financial Officer

Date: July 20, 2023

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the “Agreement”) is made as of **October 5, 2017** (the “Effective Date”), by and between **Wabash Valley College** (the “Landlord”) and Skybeam, LLC dba Rise Broadband (fka RidgeviewTel), a Colorado limited liability company, on behalf of itself and its subsidiaries (the “Tenant”).

**WHEREAS**, Landlord is the owner of a parcel of land located at or near **15511 River Road, Mt. Carmel, Illinois 62863** (the “Property”) which has a tower or similar structure (the “Structure”) located thereon (the Property and the Structure are, collectively, the “Site”); and

**WHEREAS**, by instrument dated October 5, 2007, Landlord did lease unto Tenant a portion of the Site and Structure for the purpose of constructing, operating, maintaining, and repairing radio communications facilities to provide broadband internet access; and

**WHEREAS**, Tenant desires to continue to use the Site for the purpose of installing, operating, and maintaining wireless data communications equipment.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. LEASE.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the exclusive right to construct, install, maintain, and operate wireless data communications equipment, personal property, and improvements associated with Tenant’s wireless communications business and/or the transmission and reception of radio communication signals for the purpose of providing broadband wireless internet service from the Site, including the transmission and reception of radio communication signals (the “Equipment”). Landlord shall provide utilities, including electricity, necessary to operate Tenant’s Equipment. Tenant may install, operate, maintain, repair, modify, upgrade, remove, or replace any and all Equipment at any time throughout the Term. Tenant will ensure that its Equipment does not materially affect the structural integrity of the Structure. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Equipment. Landlord hereby waives any and all statutory and common law lien rights which Landlord may have relating to the Equipment and all rights of distraint against such Equipment.
- 2. TERM.** The term of this Agreement shall begin on the Effective Date indicated above and shall continue for **five (5) years** (the “Initial Term”). This Agreement shall automatically renew for **five (5) additional terms of one (1) year** (each an “Extended Term”), unless Tenant notifies Landlord in writing of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then existing Term. The Initial Term and any Extended Term are collectively referred to herein as the “Term.”

3. **PAYMENTS.** In consideration for use of the Site, Tenant will pay to Landlord a monthly lease payment of **One Hundred Fifty Dollars (\$150.00)**, (the “Monthly Payment”), such payments to be made on or before the 5th of each month. Tenant will further provide **one (1) wireless internet access account** to Landlord free of charge. Such access will be provided through Tenant's existing wireless internet network with services equal to the premium residential account offered by Tenant to its customers. Should the premium residential account speed increase, such account shall increase accordingly. In the event Tenant removes its Equipment and ceases transmissions from the Site prior to the expiration or termination of the Term, the internet access account provided to Landlord will cease as of the date Tenant ceases transmissions.
  
4. **ACCESS TO SITE.** Landlord agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, along with all related utility wires, cables and conduits. Landlord shall furnish Tenant with necessary means of access for the purpose of ingress and egress to the Site. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of Tenant or such authorized persons may enter the Site.
  
5. **MAINTENANCE.** Tenant shall, at its sole cost, maintain and repair the Equipment, along with Tenant’s related improvements, antennas, equipment, or other property approved by Landlord, in good working condition. At such times that Landlord becomes aware of required maintenance or repairs to be performed by Tenant, Tenant will complete such repair and maintenance within a reasonable period after receipt of notice thereof from Landlord except in the event of an emergency or when the wireless or internet/intranet access is not working correctly, whereupon the repair and maintenance shall be completed immediately upon Tenant becoming aware of such need for maintenance and repair, subject to Section 4 hereof.
  
6. **TRANSFER OF INTEREST/ASSIGNMENT.**
  - 6.1. This Agreement does not prevent sale or exchange of the Property by the Landlord. However, any transferee of Landlord’s interest in the Property takes such interest subject to this Agreement. In the event of the sale or other transfer of Landlord’s right, title and interest in the Property, Landlord shall be released from all liability and obligations occurring after the consummation of such sale or transfer, and the successor Landlord shall assume all of Landlord rights and obligations hereunder; provided, however, that Tenant is provided a copy of the recorded deed (or similar document evidencing such change in ownership) and IRS Form W-9 within thirty (30) days of such transaction.
  
  - 6.2. So long as Tenant is not in default in the performance of any of the terms, covenants or conditions of the lease on Tenant's part to be performed, Tenant's possession of the leased premises and Tenant's rights and privileges under this Agreement, or any extensions or renewals thereof, which may be effected in accordance with any option therefore in this Agreement, shall not be diminished or interfered with by any subsequent mortgagee, lender or acquiring party, and Tenant's occupancy of the Site shall not be disturbed by any

subsequent mortgagee, lender, or acquiring party for any reason whatsoever during the Term or any Extended Term.

- 6.3. Provided (i) Tenant complies with this Agreement, (ii) Tenant is not in default under the terms of the Agreement and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Agreement, and (iii) the Agreement is in full force and effect, any default under any subsequent mortgage, loan, or purchase agreement, and any proceeding to foreclose the same, will not disturb Tenant's possession under the Agreement and the Agreement will not be affected or cut off thereby.
- 6.4. Tenant may assign or transfer this Agreement at any time upon written notice to the Landlord, to: (i) any affiliate of Tenant; (ii) any entity resulting from a reorganization of Tenant or its affiliates; (iii) any entity which acquires a majority of Tenant's equity or assets by way of sale, merger, consolidation or other event. For purpose herewith, an affiliate shall mean any entity that controls, is controlled by, or under common control with Tenant.

**7. TERMINATION.** In addition to other rights to terminate this Agreement:

- 7.1. If a party hereto is in default of any provision of this Agreement and has failed to cure such default in accordance with Section 8 herein, the non-defaulting party may terminate this Agreement upon notice to the defaulting party.
- 7.2. Either party shall have the right to terminate this Agreement immediately upon notice to the other party if (a) the other has filed a petition in bankruptcy, is insolvent, or has sought relief under any law related to such party's financial condition or its ability to meet its payment obligations; or (b) any involuntary petition in bankruptcy has been filed against the other party, or any relief under any such law has been sought by any creditor(s) of such party, unless such involuntary petition is dismissed, or such relief is denied, within thirty (30) days after it has been filed or sought.
- 7.3. Notwithstanding anything contained herein to the contrary, Tenant may terminate this Agreement without further liability upon thirty (30) days' written notice to the Landlord for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ruling or regulation that is beyond the control of Tenant; (iii) if Tenant reasonably determines that the Site is not appropriate for its operations for economic, technological, or regulatory reasons, including, without limitation, signal interference; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of the Equipment..
- 7.4. Upon termination of this Agreement for any reason, Tenant will remove its Equipment within ninety (90) days.

## **8. DEFAULT.**

- 8.1. In the event there is a default by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such default. After receipt of such written notice, Tenant shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, the Landlord will not hold this Agreement in default so long as the work required is being done continuously and diligently. Landlord may not maintain any action or affect any remedies for default against Tenant unless and until Tenant has failed to cure the same with the time periods provided in this paragraph.
- 8.2. In the event there is a default by the Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such default. After receipt of such written notice, Landlord shall have thirty (30) days to cure any such default. In the event that the nature of the cure requires more than thirty (30) days, Tenant will not hold this Agreement in default so long as the work required is being done continuously and diligently. Tenant may not maintain any action or affect any remedies for default against Landlord unless and until Landlord has failed to cure the same with the time periods provided in this paragraph.
- 8.3. If neither party is in default but either party acts in a way that is contrary to the Agreement and the terms and provisions in this Agreement, this constitutes a breach of contract. Either party will then be able to seek appropriate breach of contract remedies, against the breaching party, that are available according to the laws of the state in which the Property is located.

## **9. INDEMNIFICATION.**

- 9.1. Landlord shall indemnify, defend (using legal counsel reasonably acceptable to Tenant) and save Tenant harmless from and against any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Landlord's occupation, use, or improvement of the Site, or that of its employees, agents, or contractors; (b) Landlord's breach of its obligations hereunder; or (c) any act or omission of Landlord or any officer, agent, employee, guest or invitee of Landlord, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Tenant or its agents or employees.
- 9.2. Tenant shall indemnify, defend (using legal counsel reasonably acceptable to Landlord) and save Landlord harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including reasonable attorneys' fees and other costs incurred in connection with claims) resulting from any actual or alleged injury (including

death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (a) Tenant's occupation, use or improvement of the Site, or that of its employees, agents, or contractors; (b) Tenant's breach of its obligations hereunder; or (c) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of Tenant, or of any such entity in or about the Site; provided, however, such indemnity shall not apply to the extent such claims result from the gross negligence or willful misconduct of Landlord or its agents or employees.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUTOF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.

**11. INSURANCE.** Throughout the Term of this Agreement, Tenant, at Tenant's sole cost and expense, shall procure and maintain Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may obtain. Landlord shall be named an additional insured on all such policies and coverages.

**12. NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier's regular business delivery service and provided further that it guarantees delivery to the address by the end of the next business day following the courier's receipt from the sender, addressed as follows or any other address that the Party to be notified may have designated to be sender by like notice:

LANDLORD:      Wabash Valley College  
                         233 E Chestnut St.  
                         Olney, IL 62450

TENANT:            Skybeam, LLC dba Rise Broadband  
                         61 Inverness Dr. E, Suite 250  
                         Englewood, CO 80112  
                         Attn: Contract Administration

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

**13. DUTIES OF TENANT.** Tenant agrees:

- 13.1. To construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense.
- 13.2. To maintain that portion of the Site where the Equipment is located in as good condition as reasonable use will permit.
- 13.3. To manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws.
- 13.4. To keep the Site free of mechanics and materialmen's liens.
- 13.5. To have installed radio equipment of the type and frequency, which will not cause measurable interference to the equipment of the Landlord, or if applicable, other Tenants of the Site. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference.

**14. DUTIES OF LANDLORD.** Landlord agrees:

- 14.1. To permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment, subject to Section 4 hereof.
- 14.2. To allow installation of an electrical meter accessible to the Equipment.
- 14.3. To not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof. Permitting any use which Tenant does find to interfere with Tenant's operations will constitute a breach of this Agreement.
- 14.4. To notify Tenant in advance of any other wireless operators acquiring lease on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.65 GHz, and 5-5.9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Allowing the use or signing a subsequent lease that would allow use of these frequencies and bands will constitute a breach of this Agreement.

## **15. REGULATORY COMPLIANCE.**

- 15.1. Landlord hereby certifies that the Structure is in full compliance with any and all applicable Federal Communications Commission (“FCC”) antenna registration, Federal Aviation Administration (“FAA”), or painting and lighting or similar requirements. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, liability, or cost (including, but not limited to, any government imposed fines, forfeitures or similar assessments) resulting from Landlord’s failure to adhere to the relevant FCC and/or FAA rules, regulations and implementing precedent regarding painting, lighting, fencing, registration or similar requirements for towers, poles, or other communications structures.
- 15.2. Landlord hereby certifies that it has completed all appropriate analysis and/or obtained necessary approvals for the Site with respect to any obligations for evaluation under any and all applicable environmental or historic preservation laws including, but not limited to, the National Environmental Policy Act (“NEPA”), the National Historic Preservation Act (“NHPA”), any state, local or municipal equivalents, and any implementing precedent, amendments, rules or regulations by any federal agency, state agency, local or municipal body, or court of competent jurisdiction now effective or hereinafter enacted or amended. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any loss, damage, or other liability (including, but not limited to, any court judgment, government imposed fines and/or forfeitures or similar assessments) resulting from Landlord’s failure to adhere to the relevant law, rule, or regulation.

## **16. MISCELLANEOUS.**

- 16.1. Ownership of Property - Landlord warrants that it is either the owner of the Property or trustee of the Property with due authority to enter into this Agreement. Anything less than this is a breach of contract and will be subject to the provisions and terms set forth herein.
- 16.2. Force Majeure - Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of the affected party, including without limitation any act of nature, war, terrorism, civil disorder, government regulation or order, or other circumstance beyond such party’s control that makes it inadvisable, illegal or impossible to perform its obligations under this Agreement.
- 16.3. Confidentiality - The parties acknowledge and agree that, in connection with the performance of their obligations under this Agreement, each party may have access to or obtain Confidential Information of the other party. The term “Confidential Information” means the existence and terms and conditions of this Agreement, and all non-public information about the disclosing party’s business or activities, which shall include all business, financial, technical, and other information of such party.

Notwithstanding the foregoing, Confidential Information will not include information that: (i) is or becomes publicly known without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party rightfully knew prior to receiving such information from the disclosing party; or (iv) the receiving party develops independent of any information originating from the disclosing party. Neither party shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any Confidential Information except: (a) to each party's respective officers, directors, employees, auditors and attorneys, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction; or (c) to enforce the parties' obligations hereunder.

- 16.4. **Governing Law** - This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State of Colorado, without regard to its conflict of law provisions.
- 16.5. **Attorneys' Fees** - If a party files a lawsuit in a dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with any such action, including reasonable attorneys' fees and court costs. In the event a party, without fault, is made a party to any judicial or administrative action or proceeding by reason of the conduct of the other party, the other party shall indemnify and hold the first party harmless from and against all loss, cost, liability and expense, including reasonable attorneys' fees, incurred in such action.
- 16.6. **Waivers** - Any waiver of any provision of, or right included in, this Agreement must be in writing and signed by the party whose rights are being waived. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right.
- 16.7. **Modifications** - No change, amendment or modification of any provision of this Agreement shall be valid or binding on either party unless set forth in a written instrument signed by authorized representatives of both parties.
- 16.8. **Severability** - The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement; and, if any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
- 16.9. **Relationship**. The parties act as independent contractors, and do not intend to create a joint venture, partnership or any agency relationship between themselves or their respective successors in interest.

16.10. Survivability - The provisions of this Agreement that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Agreement.

16.11. Entire Agreement - This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written communications or agreements of the parties with respect to the matters contained herein.

16.12. Counterparts - This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.

16.13. Approval - All provisions and terms are subject to final approval of appropriate officers of Tenant. Once approved and signed the terms and provisions of this Agreement are to be held in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the latest dated signature below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

**Tenant:**

Skybeam, LLC dba Rise Broadband

**By:** \_\_\_\_\_

**Name:** Nancy C. Hankins

**Title:** VP, Procurement and Contracts

**Date:** \_\_\_\_\_

**Landlord:**

Illinois Eastern Community Colleges/  
Wabash Valley College

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MEMORANDUM**

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Renewal of Property, Casualty, and Liability Insurance Coverage

The District's property, casualty, and liability insurance coverage is scheduled to renew on July 1, 2025. In order to bind coverage, renewal agreements must be executed by midnight on June 30, 2025.

While our broker, Assured Partners, conducted a full market review, few carriers were willing or able to offer competing quotes for this renewal cycle. Multiple carriers declined to quote due to the District's historical claim activity, age of facilities, limited sprinkler coverage, and geographic factors. As a result, most lines of coverage are recommended to renew with our current providers.

The table below summarizes each coverage line, showing both the expiring premium and the proposed renewal premium for the upcoming policy year:

	<b>7/1/24 -7/1/25</b>	<b>7/1/25 – 7/1/26</b>
<b>Coverage</b>	<b>Expiring Term Premium</b>	<b>Renewal Premium</b>
Property	\$237,617	\$289,315
General Liability	\$116,234	\$139,358
Inland Marine	\$6,879	\$9,731
Commercial Auto & Garage Keepers Liability	\$60,934	\$66,084
Commercial Umbrella Liability	\$45,923	\$50,112
Crime	\$1,534	\$1,298
Workers Compensation – Encova	\$125,643	\$156,879
Cyber Liability – TriSura Specialty (Expiring)/ Houston Casualty (Incoming)	\$29,466	\$15,510
Multimedia Liability – Axis	\$4,256	\$4,256
Fiduciary Liability – Chubb	\$1,684	\$1,684
Foreign Package – AIG	\$2,500	\$2,500
Athletic Insurance – Gallagher	\$126,142	\$219,152
Total	\$758,812	\$955,879

I ask the Board to accept the current renewals as listed above and authorize the Chancellor to execute coverage with Wright Specialty for the District package liability coverage for period July 1, 2025, to June 30, 2026.

RG/akb

MEMORANDUM

TO: Board of Trustees  
FROM: Ryan Gower  
DATE: June 17, 2025  
RE: Resolution providing for the issue of \$6,175,000 Taxable General Obligation Community College Bonds, Series 2025A, and \$865,000 General Obligation Community College Bonds, Series 2025B, for the purpose of paying claims against and increasing the working cash fund of the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

The District has now met all legal requirements for the issuance of Series 2025A, \$6,175,000 Taxable General Obligation Bonds and Series 2025B, \$865,000 General Obligation Bonds of the District, hereafter the Bonds, for the purpose of paying claims against the District and increasing the working cash fund.

On April 22, 2025, the Board published a Notice of Intent to issue the Bonds, which began a 30-day petition period. There were no objections filed, or petitions delivered within this 30-day period. On May 6, 2025, the Board Chairman called for a public hearing concerning the intent of the Board to issue the Bonds. On May 27, 2025, the Board conducted a public hearing concerning such issuance.

The resolution which follows authorizing the issuance of the Bonds is a draft and includes several blank items due to the need for the bonds to be sold under current market conditions. It is anticipated the overall yield of the issuance will be at or near 4.85%. The final maturity of the bonds will be December 1, 2031. It is expected that the closing of the bonds will be on June 30, 2025.

As part of this financing structure, the District has existing debt obligations scheduled to retire in the coming years. Approximately \$6,335,000 in debt is anticipated to roll off during the life of this bond issue. As a result, the overall tax rate for the District is projected to remain stable, with the current rate of approximately 46.53 cents projected to be \$0.4616, \$0.4582, \$0.45552, \$0.4522, and \$0.4160 during the life of these bonds. These assumptions are based on a 3% annual growth in the taxable EAV of the District and consistent operations. The District does anticipate a Protection, Health, and Safety Bond issuance that would impact the third year of the projection.

I ask the Board's approval of the final resolution authorizing the issuance of the Series 2025 Bonds.

RG/akb  
Enclosure

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, held at Lincoln Trail College, 11220 State Highway 1, Robinson, Illinois, in said Community College District at 6:15 o'clock P.M., on the 17th day of June, 2025.

\* \* \*

The meeting was called to order by the Chairman, and upon the roll being called, Gary Carter, the Chairman, 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 Chairman announced that proposals had been received from First National Bank in Olney and Fairfield National Investments, Inc., for the purchase of \$7,040,000 general obligation bonds to be issued by the District pursuant to Article 3A of the Public Community College Act for the purpose of paying claims against the District and pursuant to Article 3 of the Public Community College Act for the purpose of increasing the working cash fund of the District, and that the Board of Trustees would consider the adoption of a resolution providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Chairman

also summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

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

RESOLUTION providing for the issue of \$6,175,000 Taxable General Obligation Community College Bonds, Series 2025A, and \$865,000 General Obligation Community College Bonds, Series 2025B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against the District and increasing the working cash fund of the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

\* \* \*

WHEREAS, Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the “*District*”), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the “*Act*”); and

WHEREAS, the Board of Trustees (the “*Board*”) of the District has by resolution (the “*Intent Resolution*”) declared its intention to, pursuant to Article 3A of the Act, issue funding bonds of the District in the aggregate principal amount of \$8,000,000 as therein provided for the purpose of paying outstanding and unpaid claims against the District; and

WHEREAS, in the Intent Resolution, the District identified its outstanding settlement agreement between the District and the State of Illinois dated as of the 18th day of April, 2025 (the “*Claims*”), as the outstanding and unpaid claims for which the District intends to issue such funding bonds; and

WHEREAS, pursuant to and in accordance with the provisions of said article of the Act and the provisions of Section 5 of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), notice of intention to issue said bonds was published in the *Hometown Register*, the same being a newspaper having general circulation within the District, an affidavit evidencing the publication of such notice of intention, together with a newspaper clipping

of such notice as published attached thereto, having heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, at least thirty (30) days have expired since the date of the publishing of such notice of intention to issue said bonds, and no petition with the requisite number of valid signatures thereon has been filed with the Secretary of the Board requesting that the proposition to issue said bonds be submitted to the legal voters of the District; and

WHEREAS, the Claims are outstanding and unpaid in an amount not less than the aggregate amount of \$6,175,000 and are binding and subsisting legal obligations of the District; and

WHEREAS, there are no funds on hand and available to apply toward the payment of any part of the Claims in the aggregate amount of \$6,175,000; and

WHEREAS, the Board hereby finds that it is authorized at this time to issue said bonds in the aggregate amount of \$8,000,000 for the purpose of paying the Claims (the "*Funding Bonds*"); and

WHEREAS, pursuant to the provisions of Sections 3-33.1 to 3-33.6a, inclusive, of the Act, a fund to be known as a "Working Cash Fund" may be established, maintained and administered in and for the District for the purpose of enabling the Board to have in its treasury at all times sufficient money to meet demands thereon for ordinary and necessary expenditures for all community college purposes; and

WHEREAS, the District has heretofore established, is presently maintaining and administering, and has never abolished or abated such Working Cash Fund in and for the District (the "*Fund*"); and

WHEREAS, pursuant to the provisions of the Act, the Board is authorized to incur an indebtedness and issue bonds therefor from time to time for the purpose of increasing the Fund; and

WHEREAS, the Board deems it advisable, necessary and for the best interests of the District to borrow the amount of \$865,000 for the purpose of increasing the Fund and issue bonds of the District therefor (the “*Working Cash Fund Bonds*”); and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, on the 22nd day of April, 2025, the Chairman executed an order calling a public hearing (the “*Hearing*”) for the 27th day of May, 2025, concerning the intent of the Board to sell said the Funding Bonds in a maximum principal amount of \$8,000,000 and the Working Cash Fund Bonds in a maximum principal amount of \$2,500,000; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Hometown Register*, the same being a newspaper of general circulation in the District, and (ii) by posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 96-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 27th day of May, 2025, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 27th day of May, 2025:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White 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. Authorization.* It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$8,000,000 upon the credit of the District and as evidence

of such indebtedness to issue the Funding Bonds in said amount, the proceeds of the Funding Bonds to be used for paying the Claims, and that the Board has further been authorized by law to borrow the sum of \$2,500,000 upon the credit of the District and as evidence of such indebtedness to issue the Working Cash Fund Bonds in said amount, the proceeds of the Working Cash Fund Bonds to be used for the purpose of increasing the Fund, and that it is necessary and for the best interests of the District that there be issued at this time \$6,175,000 of the Funding Bonds and \$865,000 of the Working Cash Fund Bonds.

*Section 3. Bond Details.* There be borrowed on the credit of and for and on behalf of the District the sum of \$7,040,000 for the purposes aforesaid; and the Bonds of the District shall be issued to said amount, and shall be designated “Taxable General Obligation Community College Bonds, Series 2025A” (the “2025A Bonds”) and “General Obligation Community College Bonds, Series 2025B” (the “2025B Bonds” and together with the 2025A Bonds, the “Bonds”). The 2025A Bonds shall be Funding Bonds in the amount of \$6,175,000 and the 2025B Bonds shall be Working Cash Fund Bonds in the amount of \$865,000.

The Bonds shall be dated June 30, 2025, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (without option of prior redemption) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

**2025A BONDS**

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2027	\$ 210,000	4.60%
2028	2,405,000	4.75%
2029	2,605,000	4.85%
2030	955,000	5.00%

## 2025B BONDS

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2030	\$865,000	4.10%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2025. Interest on each Bond shall be paid by check or draft of the Treasurer of the Board, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer of the Board, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has

been authenticated and delivered under this Resolution. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 4. Registration of Bonds; Persons Treated as Owners.* The District shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Resolution to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 5. Form of Bond.* The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,  
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE

COMMUNITY COLLEGE DISTRICT NO. 529

[TAXABLE] GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2025[A][B]

See Reverse Side  
for Additional  
Provisions

Interest  
Rate: \_\_\_\_\_%

Maturity  
Date: December 1, 20\_\_

Dated  
Date: June 30, 2025

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois (the "District"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on June 1 and December 1 of each year, commencing December 1, 2025, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Treasurer of the Board of Trustees

of the District, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, by its Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized

facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN

Chairman, Board of Trustees

SPECIMEN

Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN

Treasurer, Board of Trustees

Date of Authentication: June 30, 2025

CERTIFICATE

OF

AUTHENTICATION

Bond Registrar and Paying Agent:

Treasurer, Board of Trustees,

Community College District No. 529,  
Counties of Richland, Clark, Clay,  
Crawford, Cumberland, Edwards,  
Hamilton, Jasper, Lawrence, Wabash,  
Wayne and White and State of Illinois

This Bond is one of the Bonds described in the within mentioned resolution and is one of the [Taxable] General Obligation Community College Bonds, Series 2025[A][B], of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois.

SPECIMEN

Treasurer, Board of Trustees  
as Bond Registrar

**COMMUNITY COLLEGE DISTRICT NO. 529**

**COUNTIES OF RICHLAND, CLARK, CLAY, CRAWFORD, CUMBERLAND, EDWARDS, HAMILTON,  
JASPER, LAWRENCE, WABASH, WAYNE AND WHITE AND STATE OF ILLINOIS**

**[TAXABLE] GENERAL OBLIGATION COMMUNITY COLLEGE BOND, SERIES 2025[A][B]**

[6] This Bond is one of a series of bonds issued by the District to [pay claims against the District] [increase the working cash fund of the District], in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by said Board of Trustees by resolutions duly and properly adopted for that purpose, in all respects as provided by law.

[7] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Bond Registrar in Olney, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Bonds are issued in fully registered form in the denomination of \$100,000 each and authorized integral multiples of \$5,000 in excess thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[9] The District and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

**(ASSIGNMENT)**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_  
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 6. Sale of Bonds.* The Bonds hereby authorized shall be executed as in this Resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Board, and be by said Treasurer delivered to First National Bank in Olney, Olney, Illinois (to the amount of \$2,985,000 for the 2025A Bonds and \$435,000 for the 2025B Bonds), and Fairfield National Investments, Inc., Henderson, Nevada (to the amount of \$3,190,000 for the 2025A Bonds and \$430,000 for the 2025B Bonds), the purchasers thereof (together, the "Purchasers"), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Bonds heretofore entered into (the "Purchase Contract") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and

that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract. The surety bond executed by the Treasurer of the Board in connection with the issuance of the Bonds as required by Section 3-19 of the Act is hereby approved and shall be filed with the County Clerks (as hereinafter defined).

The use by the Purchasers of any Preliminary Term Sheet and any final Term Sheet (the “*Term Sheet*”) relating to the Bonds is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract, this Resolution, said Preliminary Term Sheet, the Term Sheet and the Bonds.

*Section 7. Tax Levy.* In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient for that purpose, and that there be and there is hereby levied upon all of the taxable property in the District, the following direct annual tax, to-wit:

**FOR THE 2025A BONDS**

FOR THE YEAR	A TAX TO PRODUCE THE SUM OF:	
2025	\$ 297,990.00	for interest and principal up to and including June 1, 2027
2026	\$ 503,160.00	for interest and principal
2027	\$2,636,211.25	for interest and principal
2028	\$2,715,921.25	for interest and principal
2029	\$ 978,875.00	for interest and principal

**FOR THE 2025B BONDS**

FOR THE YEAR	A TAX TO PRODUCE THE SUM OF:	
2025	\$ 35,465.00	for interest and principal up to and including June 1, 2027
2026	\$ 35,465.00	for interest and principal
2027	\$ 35,465.00	for interest and principal
2028	\$ 35,465.00	for interest and principal
2029	\$882,732.50	for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

*Section 8. Filing of Resolution.* Forthwith upon the passage of this Resolution, the Secretary of the Board is hereby directed to file a certified copy of this Resolution with the County Clerks, and it shall be the duty of the County Clerks to annually in and for each of the years 2025 to 2029, inclusive, ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in each of said years for community college purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the

computation, extension and collection of taxes for general educational purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund for each series of the Bonds to be designated “Bond and Interest Fund of Series 2025A” and “Bond and Interest Fund of 2025B” (each a “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer of the Board.

*Section 9. Use of Bond Proceeds.* The District and the Board hereby covenant that all of the proceeds of the Bonds shall be used in strict compliance with all the requirements of the Act. Accrued interest received on the delivery of the 2025A Bonds and proceeds of the 2025A Bonds in the amount of \$106,866.66 are hereby appropriated for the purpose of paying first interest due on the 2025A Bonds and is hereby ordered deposited into the Bond Fund for the 2025A Bonds.

The remaining principal proceeds of the Funding Bonds and any premium received on the delivery of the Funding Bonds are hereby appropriated to pay the costs of issuance of the Funding Bonds and for the purpose of paying and canceling the Claims, and that portion thereof not needed to pay such costs shall be used solely and only to pay and cancel the Claims.

The principal proceeds of the Working Cash Fund Bonds and any premium received on the delivery of the Working Cash Fund Bonds are hereby appropriated to pay the costs of issuance of the Working Cash Fund Bonds and for working cash fund purposes, and that portion thereof not needed to pay such costs shall be set aside in a separate fund known as the “Working Cash Fund of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois,” which said fund has been established and is held apart, maintained and administered as hereinabove provided, and shall be used for the purpose and in the manner provided by Sections 3-33.1 to 3-33.6, inclusive, of the Act, at least until all the Working Cash Fund Bonds have been retired or all the Working Cash Fund Bond proceeds have been fully spent (whichever is earlier), and shall not be used for any other purpose whatsoever.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchasers or PMA Securities, LLC on behalf of the District from the proceeds of the Bonds.

*Section 10. Non-Arbitrage and Tax-Exemption.* The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the 2025B Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “Code”), or would otherwise cause the interest on the 2025B Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the 2025B Bonds, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The District also agrees and covenants with the purchasers and holders of the 2025B Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the 2025B Bonds and affects the tax-exempt status of the 2025B Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the 2025B Bonds, the same being the Chairman, Secretary and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the 2025B Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the 2025B Bonds to be arbitrage bonds and to assure that the interest on the 2025B Bonds will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the 2025B

Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the 2025B Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, advisors, attorneys and other persons to assist the District in such compliance.

*Section 11. Registered Form.* The District agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

*Section 12. List of Bondholders.* The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

*Section 13. Duties of Bond Registrar.* If requested by the Bond Registrar, the Chairman and Secretary of the Board are authorized to execute the Bond Registrar's standard form of agreement between the District and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the District at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

*Section 14. Record-Keeping Policy and Post-Issuance Compliance Matters.* On August 28, 2013, the Board adopted a record-keeping policy (the "*Policy*") in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the

appropriate federal tax status for the debt obligations of the District, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the District or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the District hereby reaffirm the Policy.

*Section 15. 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 16. Repeal.* All resolutions or 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted June 17, 2025.

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Chairman, Board of Trustees

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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 Chairman 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 Chairman 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. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White 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 RICHLAND    )

**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. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White 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 17th day of June, 2025, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION providing for the issue of \$6,175,000 Taxable General Obligation Community College Bonds, Series 2025A, and \$865,000 General Obligation Community College Bonds, Series 2025B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against the District and increasing the working cash fund of the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

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 96 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, 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 WITNESS WHEREOF, I hereunto affix my official signature, this 17th day of June, 2025.

---

Secretary, Board of Trustees

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF RICHLAND    )

**FILING CERTIFICATE**

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “Board”) of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, and as such official I do further certify that on the 17th day of June, 2025, there was filed in my office a duly certified copy of a resolution entitled:

RESOLUTION providing for the issue of \$6,175,000 Taxable General Obligation Community College Bonds, Series 2025A, and \$865,000 General Obligation Community College Bonds, Series 2025B, of Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White and State of Illinois, for the purpose of paying claims against the District and increasing the working cash fund of the District, providing for the levy of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Board on the 17th day of June, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the description of the outstanding claims of the District set forth in the preambles to said resolution is accurate, and that said claims are presently outstanding and unpaid and are binding and subsisting legal obligations of the District and have never been refunded by the District.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 17th day of June, 2025.

---

Treasurer, Board of Trustees

**MEMORANDUM**

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Capital Development Board Project 810-042-011

On February 10, 2025, IECC received notice from the Capital Development Board that a release of funds had been authorized to the District. The total project is budgeted for \$1,060,000 and will involve the replacement of the roof of the John D. Stull theater and gymnasium at Olney Central College. The project is being funded from the Rebuild Illinois \$125 million deferred maintenance line for the FY2025 budget appropriation.

The District will be working with the Illinois Capital Development Board (CDB) to get this project completed. As the first step in this process, the CDB has requested IECC complete a Trust Agreement for the local share of this project which requires us to authorize the agreement and pay the trust administration fee of \$1,500. The agreement authorizes the CDB to request funds or make payment on account as the project moves forward. IECC will retain the right to all interest earned on the account while funds are held in trust.

Based on current project estimates, IECC's local share is expected to be \$265,000, representing 25% of the total project cost. We will put these funds in trust once the account is established. These dollars will come from our local Protection Health and Safety dollars.

I ask the Board's approval of the Trust Agreement with First National Bank in Olney and authorization to deposit our local share of \$265,000 for this project.

RG

Attachment

## TRUST AGREEMENT

This Agreement is made and entered into by and between the Illinois Eastern Community Colleges whose address is \_\_\_\_\_ (*college address*) hereinafter called the Using Educational Agency, and a Bank \_\_\_\_\_ (*Bank name*) whose address is \_\_\_\_\_ (*Bank address*) hereinafter called Bank.

### WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-042-011)*, in the amount of two hundred sixty-five thousand dollars; and

WHEREAS, the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling two hundred sixty-five thousand dollars (\$265,000).
2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so

directed shall be made payable only to: “The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund”.

7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.

8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A “safekeeping receipt” for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term “securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois” means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated “A” or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.

10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

IN WITNESS WHEREOF the parties have hereunder set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**USING EDUCATIONAL AGENCY**

\_\_\_\_\_  
Name of School Phone number

By: \_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature ATTEST: \_\_\_\_\_

**BANK**

\_\_\_\_\_  
Name of Bank Phone number

By: \_\_\_\_\_  
Printed Name Title

ATTEST: \_\_\_\_\_  
Signature

**Acknowledgment of Receipt**

**Funds in the Amount** \$ \_\_\_\_\_

\_\_\_\_\_  
Bank Representative/Printed Name

By: \_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Joel Meints Administrator of Fiscal Management  
CAPITAL DEVELOPMENT BOARD

## MEMORANDUM

TO: IECC Board of Trustees  
FROM: Ryan Gower, Chancellor  
DATE: 6/17/2025  
RE: OCC Emergency Repair

I am requesting formal Board authorization for an emergency repair project at Olney Central College (OCC) in accordance with the provisions of **110 ILCS 805/3-27.1**, which allow community college districts to proceed without competitive bidding in situations requiring immediate action to protect the health, safety, or property of the institution.

During what was expected to be a routine tile replacement project in the OCC theater, our facilities team discovered significant subfloor deterioration due to long-term water infiltration from the adjacent glass atrium. The original leveling compound was gypsum-based and had degraded due to moisture, resulting in structural instability beneath the tile.

Loose and shifting tiles in the theater had already presented a safety risk, and now that the floor has been stripped and partially ground down to usable concrete, we are facing active tripping hazards at the entrances to the gymnasium, theater, restrooms, and exterior building lobby entrances. These areas are heavily trafficked and must be made safe and functional prior to the start of the fall semester in August.

Where feasible, demolition and prep work has been performed by OCC staff. The grinding of the remaining subfloor to bare concrete—required to reach stable material—was completed by Color Your World at a cost of approximately \$12,000. We are now seeking authorization to proceed with:

- Application of a new water-resistant self-leveling compound
- Installation of new luxury vinyl plank (LVP) across approximately 1,600 square feet
- Repair and preparation of the existing drywall wall around the perimeter of the room in preparation of wall base installation.
- Installation of new vinyl cove wall base around the perimeter of the approximately 1,600 square feet of flooring.

We recommend contracting Chris Engell to perform this work. For visual continuity, the same LVP and vinyl cove base specified for the Applied Technology Center will be used.

The total cost of the project, including completed and proposed work, is not expected to exceed \$65,000.

Given the safety risks, the exposed flooring, and the time-sensitive need to complete work prior to the resumption of classes, I recommend that the Board authorize this project as an emergency repair and waive the standard bidding requirements under 110 ILCS 805/3-27.1.

## MEMORANDUM

TO: Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

RE: Bid Exception Under ILCS 805/3-27.1

Through the FY24 Innovative Bridge & Transitions Grant Program, the District has the opportunity to enhance the instructional equipment and curriculum for the diesel program at Wabash Valley College. The approved budget includes the purchase of three (3) full Snap-on tool kits to be made available to students of the program.

Under ILCS 805/3-27.1(1), the Board may approve contracts for purchases of goods or services which are economically procurable from only one source. The Pro Core tools are available only through Snap-on. Additionally, by utilizing these tools, the programmatic experience is consistent for all students. I ask the Board to approve the expenditure, which will be purchased from Snap-on for \$36,056.29. The expenditure is 100% supported by the FY24 Innovative Bridge & Transitions Grant Program award passed through the Illinois Community College Board.

RG/akb

Attachment



# Quote

**Submit to** Snap-on Industrial  
3011 IL RTE 176, Door 1  
Crystal Lake, IL 60014  
877-740-1900

**Quote Number** IMP-001483145  
**Quote Date** 6/2/2025  
**Quote Expiration Date** 8/1/2025  
**Customer Name** ILLINOIS EASTERN C C  
DIST 529  
**Customer BP** 201484756  
**Contact Information:**  
**Name** Scott Balding  
**E-mail** baldings@iecc.edu  
**Phone Number** 618-263-5191  
**Sales Rep** JUMPS, JASON  
**Mobile #** 217 720-9925  
**E-mail Address** Jason.Jumps@snapon.com  
**Customer Reference** Scott Balding

**Ship Via** 1 - UPS GROUND  
**Payment Terms** P30 - NET 30 DAYS  
**Ship to** 201484756  
IECC WABASH VALLEY COLLEGE  
2200 COLLEGE DRIVE  
MOUNT CARMEL IL 62863  
**Bill to** 201484754  
ILLINOIS EASTERN C C DIST 529  
233 EAST CHESTNUT ST  
OLNEY IL 62450

Line Number	Part Number	Description	Quantity	Est. Ship Date	List Price	Unit Net Price	Line Total
1	SEPPROCORE1	PRO CORE 1	3	6/13/2025	\$7,458.79	\$3,729.40	\$11,188.20
Notes: Superseded item SEPPROCORE1							
2	SEPPROCORE2	PRO CORE 2	3	6/21/2025	\$4,048.85	\$2,024.43	\$6,073.29
3	KCP1422PWZ	STRM GRAY 55 3XW TALL PWR SPDR	3	6/2/2025	\$8,330.00	\$5,414.50	\$16,243.50
4	EEDM525F	ENHANCED MULTIMETER TRMS-COLOR	3	6/2/2025	\$494.00	\$321.10	\$963.30
5	OEX40B	1 1/4IN STD F/DR COMWR	3	6/2/2025	\$160.00	\$80.00	\$240.00

**Total Weight** 2,092.68 lbs  
**Sub Total** \$34,708.29  
**Shipping** \$1,348.00  
**Tax** \$0.00

**Grand Total** \$36,056.29

Tax and freight shown are estimates. Est. Ship date is an estimate.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms, which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

\*Please provide vendor and pricing information to customer service on this part number.

## MEMORANDUM

TO: Board of Trustees

DATE: June 17, 2025

FROM: Ryan Gower

RE: Purchase of Upward Bound STEM Space Utilizing Cooperative Purchasing

The District participates as a member in cooperative purchasing consortiums that operate as cooperative purchasing agents for units of local government. The cooperatives assist in analyzing procurement, preparing and developing requests for proposals, and awarding contracts for goods and services in procurement categories based on this process. The solicitation process is a competitive process as required by 30 ILCS 525/2 – Joint Purchasing Authority.

Upward Bound staff have been raising funds through grants and other private sources for the creation of a STEM lab space to be located on the 2<sup>nd</sup> floor of Wattleworth Hall in the Learning Commons. The objectives of the space are to:

- Increase students' exposure to and awareness of STEM fields and careers.
- Foster students' curiosity, inquiry, and discovery in STEM.
- Stimulate students' creativity, innovation, and problem solving in STEM.
- Encourage students' collaboration, communication, and presentation in STEM.

I ask the Board's approval of the approved quote under the IPHEC contract OT0030729A for \$46,496.50, which includes professional installation.

RG/akb

Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
May 31, 2025**

<b>FUND</b>	<b>BALANCE</b>
<b>Educational</b>	<b>\$ 7,489,209.64</b>
<b>Operations &amp; Maintenance</b>	<b>859,517.65</b>
<b>Operations &amp; Maintenance (Restricted)</b>	<b>2,451,475.28</b>
<b>Bond &amp; Interest</b>	<b>399,364.02</b>
<b>Auxiliary</b>	<b>1,267,368.95</b>
<b>Restricted Purposes</b>	<b>440,383.51</b>
<b>Working Cash</b>	<b>740,054.40</b>
<b>Trust &amp; Agency</b>	<b>550,716.86</b>
<b>Audit</b>	<b>1,197.78</b>
<b>Liability, Protection &amp; Settlement</b>	<b><u>(1,018,618.53)</u></b>
 <b>TOTAL ALL FUNDS</b>	 <b><u>\$ 13,180,669.56</u></b>

Respectfully submitted,

Ryan Hawkins, Treasurer

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
May 31, 2025

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>ASSETS</b>						
Cash	\$ 7,515,510	\$ 859,518	\$ 2,451,475	\$ 399,364	\$ 1,287,869	\$ 440,384
Investments	8,668,573	2,790,161	6,073,901	-	2,197,091	-
Accounts Receivable	3,061,349	316,191	-	-	314,862	-
Other Receivables	1,121,388	69	1,108	-	4,023	40,638
Restricted Cash	-	-	4,502,657	-	-	-
Inventory	-	-	-	-	625,408	-
Other Assets	28,755	-	-	-	-	484,848
Due From Other Funds	-	-	-	-	-	-
Total Assets	<u>\$ 20,395,575</u>	<u>\$ 3,965,939</u>	<u>\$ 13,029,141</u>	<u>\$ 399,364</u>	<u>\$ 4,429,253</u>	<u>\$ 965,870</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ (6,418)	\$ 6,872	\$ -	\$ -	\$ (18,789)	\$ 3,212
Accrued Payroll Liabilities	403,036	-	-	-	-	-
Other Accrued Liabilities	4,122,904	288,718	25,664	-	43,892	(38,700)
Due to Other Funds	-	-	-	-	-	-
Total Liabilities	<u>4,519,522</u>	<u>295,590</u>	<u>25,664</u>	<u>-</u>	<u>25,103</u>	<u>(35,488)</u>
<b>FUND BALANCES</b>						
Non-Spendable	-	-	-	-	625,408	-
Restricted						
Board Designated	11,325,108	1,411,544	-	-	-	-
Other Purposes	-	2,037,619	10,803,237	399,364	-	-
Encumbered	2,965,688	221,186	2,200,240	-	780,871	286,645
Unassigned	1,585,257	-	-	-	2,997,871	714,713
Total Fund Balances	<u>15,876,053</u>	<u>3,670,349</u>	<u>13,003,477</u>	<u>399,364</u>	<u>4,404,150</u>	<u>1,001,358</u>
Total Liabilities and Fund Balances	<u>\$ 20,395,575</u>	<u>\$ 3,965,939</u>	<u>\$ 13,029,141</u>	<u>\$ 399,364</u>	<u>\$ 4,429,253</u>	<u>\$ 965,870</u>

Illinois Eastern Community Colleges  
Balance Sheets - All Funds (Unaudited)  
May 31, 2025

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>ASSETS</b>					
Cash	\$ 740,054	\$ 550,717	\$ 1,198	\$ (1,018,619)	\$ 13,227,470
Investments	4,087,523	-	-	1,500,000	25,317,249
Accounts Receivable	-	-	-	-	3,692,402
Other Receivables	67,322	2,484	-	-	1,237,032
Restricted Cash	-	-	-	-	4,502,657
Inventory	-	-	-	-	625,408
Other Assets	-	-	-	-	513,603
Due From Other Funds	1,500,000	-	-	-	1,500,000
<b>Total Assets</b>	<u>\$ 6,394,899</u>	<u>\$ 553,201</u>	<u>\$ 1,198</u>	<u>\$ 481,381</u>	<u>\$ 50,615,821</u>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ (15,123)
Accrued Payroll Liabilities	-	-	-	-	403,036
Other Accrued Liabilities	-	-	-	(1,554)	4,440,924
Due to Other Funds	-	-	-	1,500,000	1,500,000
<b>Total Liabilities</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,498,446</u>	<u>6,328,837</u>
<b>FUND BALANCES</b>					
Non-Spendable	6,315,000	-	-	-	6,940,408
Restricted					
Board Designated	-	-	-	-	12,736,652
Other Purposes	79,899	549,870	1,198	(1,022,968)	12,848,219
Encumbered	-	3,331	-	5,903	6,463,864
Unassigned	-	-	-	-	5,297,841
<b>Total Fund Balances</b>	<u>6,394,899</u>	<u>553,201</u>	<u>1,198</u>	<u>(1,017,065)</u>	<u>44,286,984</u>
<b>Total Liabilities and Fund Balances</b>	<u>\$ 6,394,899</u>	<u>\$ 553,201</u>	<u>\$ 1,198</u>	<u>\$ 481,381</u>	<u>\$ 50,615,821</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended May 31, 2025

	Educational Fund	Operations & Maintenance Fund	Operations & Maintenance (Restricted) Fund	Bond & Interest Fund	Auxiliaries Fund	Restricted Purposes Fund
<b>REVENUES</b>						
Property Taxes	\$ 4,546,528	\$ 1,682,477	\$ 201,442	\$ 1,707,079	\$ -	\$ -
Replacement Taxes	-	757,219	-	-	-	-
ICCB Grants	12,847,413	-	118,841	-	-	1,299,482
Federal Grants	-	-	-	-	-	8,214,516
Tuition & Fees	12,182,602	945,700	-	-	214,423	-
Charges for Services	53,789	100,565	-	-	2,623,393	-
Interest	497,478	73,897	316,285	18,657	118,153	18,343
Other Revenues	159,600	302,548	132,517	-	161,765	165,917
Total Revenues	<u>30,287,410</u>	<u>3,862,406</u>	<u>769,085</u>	<u>1,725,736</u>	<u>3,117,734</u>	<u>9,698,258</u>
<b>EXPENDITURES</b>						
Payroll	15,220,356	1,145,755	-	-	2,074,037	1,640,196
Benefits	2,533,878	290,641	-	-	250,768	347,224
Contractual Services	1,945,742	472,834	306,970	-	477,403	464,339
Supplies	1,494,451	256,001	5,178	-	1,419,761	255,143
Travel	204,819	112	-	-	429,339	93,732
Fixed	45,610	36	-	1,683,540	176,172	306
Utilities	51,089	1,290,737	-	-	-	-
Capital Outlay	192,229	213,372	2,853,851	-	63,067	715,709
Other	133,959	680	3,120	-	57,252	1,418,259
Scholarships, Student Grants, & Waivers	5,401,072	-	-	-	399,220	4,851,419
Total Expenditures	<u>27,223,205</u>	<u>3,670,168</u>	<u>3,169,119</u>	<u>1,683,540</u>	<u>5,347,019</u>	<u>9,786,327</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>3,064,205</u>	<u>192,238</u>	<u>(2,400,034)</u>	<u>42,196</u>	<u>(2,229,285)</u>	<u>(88,069)</u>
<b>TRANSFERS</b>						
Net Transfers	(2,096,588)	10,000	-	-	2,086,588	-
Total Transfers	<u>(2,096,588)</u>	<u>10,000</u>	<u>-</u>	<u>-</u>	<u>2,086,588</u>	<u>-</u>
Net Change in Fund Balance	<u>967,617</u>	<u>202,238</u>	<u>(2,400,034)</u>	<u>42,196</u>	<u>(142,697)</u>	<u>(88,069)</u>
Fund Balance - Beginning	14,908,436	3,468,111	15,403,511	357,168	4,546,847	1,089,427
Fund Balance - Ending	<u>\$ 15,876,053</u>	<u>\$ 3,670,349</u>	<u>\$ 13,003,477</u>	<u>\$ 399,364</u>	<u>\$ 4,404,150</u>	<u>\$ 1,001,358</u>

Illinois Eastern Community Colleges  
 Statements of Revenues, Expenditures, and Changes in Fund Balance - All Funds (Unaudited)  
 For the Period Ended May 31, 2025

	Working Cash Fund	Trust & Agency Fund	Audit Fund	Liability, Protection and Settlement Fund	Total Funds
<b>REVENUES</b>					
Property Taxes	\$ -	\$ -	\$ 62,994	\$ 1,352,673	\$ 9,553,193
Replacement Taxes	-	-	-	-	757,219
ICCB Grants	-	-	-	-	14,265,736
Federal Grants	-	-	-	-	8,214,516
Tuition & Fees	-	-	-	-	13,342,725
Charges for Services	-	22,088	-	-	2,799,835
Interest	87,789	18,298	99	11,240	1,160,239
Other Revenues	-	540,435	-	1,428	1,464,210
Total Revenues	<u>87,789</u>	<u>580,821</u>	<u>63,093</u>	<u>1,365,341</u>	<u>51,557,673</u>
<b>EXPENDITURES</b>					
Payroll	-	-	-	-	20,080,344
Benefits	-	-	-	155,617	3,578,128
Contractual Services	-	5,805	62,510	532,157	4,267,760
Supplies	-	29,324	-	6,436	3,466,294
Travel	-	14,039	-	-	742,041
Fixed	-	-	-	534,382	2,440,046
Utilities	-	-	-	-	1,341,826
Capital Outlay	-	-	-	-	4,038,228
Other	-	37,814	-	1,503,380	3,154,464
Scholarships, Student Grants, & Waivers	-	492,203	-	-	11,143,914
Total Expenditures	<u>-</u>	<u>579,185</u>	<u>62,510</u>	<u>2,731,972</u>	<u>54,253,045</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>87,789</u>	<u>1,636</u>	<u>583</u>	<u>(1,366,631)</u>	<u>(2,695,372)</u>
<b>TRANSFERS</b>					
Net Transfers	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>87,789</u>	<u>1,636</u>	<u>583</u>	<u>(1,366,631)</u>	<u>(2,695,372)</u>
Fund Balance - Beginning	6,307,110	551,565	615	349,566	46,982,356
Fund Balance - Ending	<u>\$ 6,394,899</u>	<u>\$ 553,201</u>	<u>\$ 1,198</u>	<u>\$ (1,017,065)</u>	<u>\$ 44,286,984</u>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Comparative Combined Balance Sheets - All Funds**  
**May 31, 2025**

Unaudited

	<b>ALL FUNDS</b>	
	<b>Fiscal</b>	<b>Fiscal</b>
	<b>Year</b>	<b>Year</b>
	<b>2025</b>	<b>2024</b>
<b>ASSETS:</b>		
CASH	\$ 13,180,670	\$ 13,840,626
IMPREST FUND	21,300	21,300
CHECK CLEARING	25,500	25,500
CDB PROJECT TRUST	4,502,657	3,973,434
PREPAID EXPENSES	28,755	4,196
INVESTMENTS	25,317,250	29,792,930
RECEIVABLES	4,854,720	4,460,412
ACCRUED REVENUE	74,714	45,095
INTERFUND RECEIVABLES	1,500,000	-
INVENTORY	625,408	571,230
OTHER ASSETS	484,848	458,357
FIXED ASSETS (Net of Depr)	34,105,622	26,430,676
<b>TOTAL ASSETS AND OTHER DEBITS:</b>	<b>\$ 84,721,444</b>	<b>\$ 79,623,756</b>
<b>LIABILITIES:</b>		
PAYROLL DEDUCTIONS PAYABLE	\$ 401,482	\$ 6,068
ACCOUNTS PAYABLE	14,602	(5,240)
DEFERRED REVENUE	4,012,120	3,922,186
L-T DEBT GROUP (FUND 9)	7,343,497	8,600,237
OPEB (Prior Year Restated for GASB 75 Implementation)	6,280,647	5,856,409
INTERFUND PAYABLES	1,500,000	-
OTHER LIABILITIES	400,631	375,857
<b>TOTAL LIABILITIES:</b>	<b>19,952,979</b>	<b>18,755,517</b>
<b>FUND BALANCES:</b>		
FUND BALANCE	37,823,123	40,840,790
INVESTMENT IN PLANT (Net of Depr)	34,105,622	26,430,676
OTHER FUND BALANCES RECOGNIZED AS A LIABILITY (FUND 9)	(13,624,144)	(14,456,646)
RESERVE FOR ENCUMBRANCES	6,463,864	8,053,419
<b>TOTAL EQUITY AND OTHER CREDITS</b>	<b>64,768,465</b>	<b>60,868,239</b>
<b>TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS</b>	<b>\$ 84,721,444</b>	<b>\$ 79,623,756</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES  
OPERATING FUNDS ONLY  
COMPARISON TO BUDGET REPORT FOR FISCAL YEARS 2023-2025**

College	Category	FISCAL YEAR 2023			FISCAL YEAR 2024			FISCAL YEAR 2025			% of Year
		Budget	Spent Thru May	% of Budget	Budget	Spent Thru May	% of Budget	Tentative Budget	Spent Thru May	% of Budget	
Frontier	Bills		\$ 820,172			\$ 728,823			\$ 748,757		
	Payroll		2,110,947			2,104,824			2,272,597		
	Waivers		718,047			676,919			509,153		
	Totals	\$ 3,873,183	3,649,166	94%	\$ 3,936,161	3,510,566	82%	\$ 4,523,243	3,530,507	78%	92%
Lincoln Trail	Bills		\$ 1,070,110			\$ 1,111,612			\$ 1,053,686		
	Payroll		2,253,029			2,114,963			2,466,511		
	Waivers		785,773			882,592			643,540		
	Totals	\$ 4,727,391	4,108,912	87%	\$ 4,542,114	4,109,167	85%	\$ 4,760,106	4,163,737	87%	92%
Olney Central	Bills		\$ 1,783,384			\$ 1,880,856			\$ 1,763,195		
	Payroll		4,432,746			4,205,006			4,546,867		
	Waivers		635,397			687,033			527,291		
	Totals	\$ 7,402,072	6,851,527	93%	\$ 7,643,937	6,772,895	82%	\$ 7,622,079	6,837,353	90%	92%
Wabash Valley	Bills		\$ 1,252,985			\$ 1,415,160			\$ 1,277,425		
	Payroll		3,020,071			2,805,246			3,008,222		
	Waivers		1,161,391			1,201,378			754,545		
	Totals	\$ 6,271,689	5,434,447	87%	\$ 5,915,330	5,421,784	86%	\$ 5,816,006	5,040,192	87%	92%
Workforce Educ.	Bills		\$ 182,130			\$ 206,764			\$ 208,561		
	Payroll		674,909			730,846			702,342		
	Waivers		1,638,705			1,935,147			1,906,214		
	Totals	\$ 2,761,446	2,495,744	90%	\$ 2,619,370	2,872,757	97%	\$ 2,740,542	2,817,117	103%	92%
District Wide	Bills		\$ 4,304,891			\$ 4,320,265			\$ 4,074,565		
	Payroll		3,096,022			3,847,175			3,369,572		
	Waivers		62,654			285,883			1,060,330		
	Totals	\$ 10,045,343	\$ 7,463,567	74%	\$ 9,824,759	\$ 8,453,323	86%	\$ 9,389,968	8,504,467	91%	92%
<b>GRAND TOTALS</b>		<b>\$ 35,081,124</b>	<b>\$ 30,003,363</b>	<b>86%</b>	<b>\$ 34,481,671</b>	<b>\$ 31,140,492</b>	<b>90%</b>	<b>\$ 34,851,944</b>	<b>\$ 30,893,373</b>	<b>89%</b>	<b>92%</b>

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Revenues & Expenditures Report**  
**For the Period Ended May 31, 2025**

**Unaudited**

	FY 2025		FY 2024		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Property Taxes	\$ 6,229,005	18.24%	\$ 4,959,604	18.18%	\$ 1,269,401
Replacement Taxes	757,219	2.22%	1,133,400	1.93%	(376,181)	-33.190%
ICCB Grants	12,847,413	37.62%	13,105,949	30.55%	(258,536)	-1.973%
Tuition & Fees	13,128,302	38.44%	13,099,356	47.96%	28,946	0.221%
Charges for Services	154,354	0.45%	146,103	0.30%	8,251	5.647%
Interest	571,375	1.67%	554,855	0.80%	16,520	2.977%
Other Revenues	462,148	1.35%	288,783	0.27%	173,365	60.033%
	<u>\$ 34,149,816</u>	<u>100.00%</u>	<u>\$ 33,288,050</u>	<u>100.00%</u>	<u>\$ 861,766</u>	<u>2.589%</u>

	FY 2025		FY 2024		Increase (Decrease)	
	Amount	% of Total	Amount	% of Total	\$	%
	Salaries	\$ 16,366,111	52.98%	\$ 15,808,060	46.93%	\$ 558,051
Employee Benefits	2,824,519	9.14%	2,889,822	8.23%	(65,303)	-2.260%
Contractual Services	2,418,576	7.83%	2,664,063	7.66%	(245,487)	-9.215%
Materials	1,750,452	5.67%	1,877,695	6.03%	(127,243)	-6.777%
Travel & Staff Development	204,931	0.66%	240,028	0.69%	(35,097)	-14.622%
Fixed Charges	45,646	0.15%	44,378	0.25%	1,268	2.857%
Utilities	1,341,826	4.34%	1,289,673	3.78%	52,153	4.044%
Capital Outlay	405,601	1.31%	398,418	1.28%	7,183	1.803%
Other	5,535,711	17.92%	5,928,355	25.14%	(392,644)	-6.623%
	<u>\$ 30,893,373</u>	<u>100.00%</u>	<u>\$ 31,140,492</u>	<u>100.00%</u>	<u>\$ (247,119)</u>	<u>-0.794%</u>



## MEMORANDUM

TO: IECC Board of Trustees

FROM: Ryan Gower

DATE: June 17, 2025

SUBJECT: Semi-Annual Review of Executive Session Minutes

A. The following written executive session minutes were reviewed in February 2025 and the decision was made at that time to keep them closed:

1. Tuesday, June 20, 1995
2. Tuesday, August 15, 1995
3. Tuesday, September 19, 1995
4. Friday, August 2, 1996
5. Tuesday, January 17, 2012
6. February 19, 2019
7. February 18, 2020
8. July 21, 2021
9. July 19, 2022
10. April 16, 2024
11. June 18, 2024
12. October 15, 2024

B. The following written executive session minutes have been approved, but remain closed, and are being subjected to the semi-annual review for the first time in June 2025:

1. February 18, 2025
2. February 27, 2025
3. April 22, 2025

C. The following written executive session minutes have been approved and opened to the public record: None

D. Audio recordings of previously approved executive sessions will remain closed to the public record and these audio executive session recordings will remain in the custody of the Board Secretary until 18 months following the executive session at which the audio recordings were made:

1. January 16, 2024
2. March 19, 2024

3. April 16, 2024
4. June 18, 2024
5. July 16, 2024
6. August 20, 2024
7. October 15, 2024
8. February 18, 2025
9. February 27, 2025
10. April 22, 2025

E. As part of the Board of Trustees semi-annual review of executive sessions, the Board notes that the audio tape recordings of the following meetings have been held by the Secretary for more than the 18 months required, and the Secretary is directed to destroy these recordings after this meeting:

1. August 15, 2023
2. September 19, 2023
3. October 17, 2023

F. As part of the Board of Trustees semi-annual review of executive session minutes, the Board notes that executive sessions were not held on the following dates:

1. December 10, 2024
2. January 21, 2025
3. March 18, 2025
4. March 27, 2025
5. April 3, 2025
6. May 27, 2025

G. It is recommended the following previously approved closed meeting minutes be open to the public record:

1. October 15, 2019
2. December 10, 2019
3. January 21, 2020
4. October 18, 2022
5. January 16, 2024
6. March 19, 2024
7. July 16, 2024
8. August 20, 2024

# MEMORANDUM

**TO:** Board of Trustees

**FROM:** Ryan Gower

**DATE:** June 17, 2025

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the May Personnel Report. Additional information for items 400.1, 400.2, 400.3, & 400.4 have been sent under separate confidential cover.

## **INDEX**

- 400.1. Change in Status**
- 400.2. Assessment Stipend Special Assignment for FY26**
- 400.3. Resignation Ratification(s)**
- 400.4. Retirement Ratification(s)**

## **PERSONNEL REPORT**

### **400.1 Change in Status**

1. Perkins Project Coordinator to Program Director of Perkins effective June 23, 2025

### **400.2 Assessment Stipend Special Assignment for FY26 (attachment)**

### **400.3 Resignation Ratification(s)**

1. Academic Advisor, WVC effective June 6, 2025

### **400.4 Retirement Ratification(s)**

1. Lead Custodian, WVC effective July 31, 2025