

**Rock Valley College Board of Trustees
Community College District No. 511
3301 N. Mulford Road, Rockford, IL 61114**

**Regular Board of Trustees Meeting
5:15 p.m., March 28, 2023**

On March 3, 2023, Illinois Governor Pritzker issued the fortieth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)) this meeting will be held without the physical presence of a quorum at the meeting location.

Meeting Location: *Building E, Rock Valley College, 3301 N. Mulford Road, Rockford, IL 61114. Howard J. Spearman, Ph.D., president of Rock Valley College, or designated administrator will be physically present at the meeting location. Trustees/members, citizens, faculty, and staff may attend the meeting via teleconference or videoconference.*

Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://rockvalleycollege-edu.zoom.us/j/94236125141?pwd=aDh0aU8xK2Rpb1h5NnZ3Tm9LSzBWQT09> or by phone at 312-626-6799 using Meeting ID: 942 3612 5141; Passcode: 741591. The meeting will include an opportunity for public comment. Any member of the public who would like to make a public comment can submit their public comment via email to RVC-BoardPC@rockvalleycollege.edu by 3:15 p.m. on March 28, 2023. Public comments submitted via email will be announced during the public comment portion of the meeting.

AGENDA

A. Call to Order

B. Roll Call

C. Communications and Petitions (Public Comment)

D. Recognition of Visitors - Men's and Women's 2023 Bowling National Champion Teams

E. Adjourn to Closed Session to discuss the purchase or lease of real property for the use of the public body per Section 2 (c) (5), in accordance with the Illinois Open Meetings Act.

F. Reconvene Open Meeting

G. General Presentations

H. Approval of Minutes

1. February 13, 2023 Special Meeting - Interview Trustee Candidates
2. February 14, 2023 Special Meeting - Swearing-in of Trustee
3. February 14, 2023 Committee of the Whole Meeting
4. February 28, 2023 Regular Board Meeting

I. Action Items

1. Approve Claims Sheet (Check Register-February 2023) (BR 8019)
2. Approve Purchase Report
 - a. Purchase Report-A – FY2023 Addendums (BR 8020-A)
 - b. Purchase Report-B – FY2023 Purchases (BR 8020-B)
3. Approve Personnel Report (BR 8021)
4. Approve Advanced Technology Center Tuition Waiver Extension (BR 8022)
5. Approve Resolution to Purchase Real Property Owned by Winnebago County (BR 8023)
6. Approve Resolution to Purchase Real Property Owned by Landmark Printing Co. (BR 8024)
7. First Reading: Board Policy 3:10.030 Access to Personnel Files (BR 8025)

J. Other Business

1. New Business
2. Unfinished Business

K. Updates / Reports

1. President's Update
2. Leadership Team Updates
3. ICCTA Report
4. Trustee Comments
5. Student Trustee Report
6. RVC Foundation Liaison Report
7. Freedom of Information Act (FOIA) Report

L. Adjourn to Closed Session to discuss 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting in accordance with Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2); and/or 3) The purchase or lease of real property for the use of the public body per Section 2 (c) (5); and/or 4) Litigation has been filed, is pending, or probable per Section 2 (c) (11), all in accordance with the Illinois Open Meetings Act.

M. Reconvene Open Meeting

N. Date of Next Committee of the Whole Meeting: April 11, 2023. 5:15 p.m. The meeting will be held virtually via teleconference.

O. Date of Next Special Meeting: April 17, 2023. 5:15 p.m. The meeting will be held virtually via teleconference.

P. Date of Next Regular and Reorganization Meeting: April 25, 2023. 5:15 p.m., The meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR), Room 0214, located in the Educational Resource Center (ERC) on the main campus.

Q. Adjourn

Gloria Cardenas Cudia, Board Chair

**Illinois Community College District #511
Rock Valley College
3301 North Mulford Road
Rockford, IL 61114**

**Board of Trustees Special Meeting – Interview Applicants to Fill Trustee Vacancy
February 13, 2023, 5:15 p.m.**

MINUTES

On February 3, 2023, Illinois Governor Pritzker issued the thirty-ninth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e) (4), this meeting will be held without the physical presence of a quorum at the meeting location.

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Call to Order

The Special meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened via remote video conference on Monday, February 13, 2023 at 5:15 p.m. Board Chair Gloria Cudia called the meeting to order.

Roll Call

The following trustees were present:

Ms. Gloria Cardenas Cudia
Mr. Paul Gorski
Mr. John Nelson

Mr. Bob Trojan
Ms. Lynn Kearney

The following trustees were absent: Ms. Crystal Soltow, Student Trustee Ryan Russell

Also in attendance: Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Interim Assistant to the President; Attorney Joseph Perkoski, Robbins Schwartz; Ms. Jessica Jones; Mr. Richard Kennedy.

Communications and Petitions (Public Comments)

No public comments were received.

Adjourn to Closed Session

At 5:19 p.m., Trustee Trojan made a motion, seconded by Trustee Kearney, to adjourn to closed session for the purpose of discussing the selection of a person to fill a public office pursuant to Section 2 (c) (3) of the Illinois Open Meetings Act. The motion was approved by unanimous roll call vote.

Reconvene Open Session

At 6:58 p.m., Trustee Trojan made a motion, seconded by Trustee Gorski, to adjourn to open session.

Appointment of Trustee to Fill Vacancy

Board Chair Cudia announced that trustees reached a consensus and have selected Mr. Richard Kennedy to fill the trustee position vacated by Mr. Jarid Funderburg, who resigned effective January 1, 2023. According to the Illinois Public Community College Act, the Board had 60 days to name a replacement. Mr. Kennedy will serve the remaining two years of Mr. Funderburg's term which will expire with the April 2025 Consolidated Election.

A motion was made by Trustee Nelson, seconded by Trustee Gorski, to appoint Richard Kennedy to fill the Board of Trustees position vacated by Mr. Jarid Funderburg and to serve until the 2025 Consolidated Election. The motion was approved by unanimous roll call vote.

Board Chair Cudia announced that Mr. Kennedy will be sworn in as trustee at the Special meeting to be held remotely via videoconference at 5:15 p.m. on Tuesday, February 14, 2023.

Board Chair Cudia thanked Ms. Jessica Jones who also interviewed for the position and the other seven applicants who expressed interest in the trustee role. Cudia also thanked Mr. Funderburg for his service to the College over the past four years.

Date of Next Special Meeting - Swear in Appointed Trustee: February 14, 2023, 5:15 p.m. Meeting to be held remotely via teleconference as permitted by Illinois statute.

Date of Next Committee of the Whole Meeting: February 14, 2023, 5:45 p.m. Meeting to be held remotely via teleconference as permitted by Illinois statute.

Date of Next Regular Meeting: February 28, 2023, 5:15 p.m. Meeting to be held remotely via teleconference or in person in Room 0214, Performing Arts Room (PAR), Educational Resource Center (ERC) on the main campus as permitted by Illinois statute.

Adjournment

There being no further business to come before the Board, at 7:06 p.m. a motion to adjourn was made by Trustee Trojan, seconded by Trustee Kearney. The motion was approved by unanimous roll call vote.

Submitted by Ann Kerwitz

Robert Trojan, Secretary

Gloria Cardenas Cudia, Board Chair

**Illinois Community College District #511
Rock Valley College
3301 North Mulford Road
Rockford, IL 61114**

**Board of Trustees Special Meeting – Swearing in of New Trustee
February 14, 2023, 5:15 p.m.**

MINUTES

On February 3, 2023, Illinois Governor Pritzker issued the thirty-ninth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e) (4), this meeting will be held without the physical presence of a quorum at the meeting location.

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Call to Order

The Special meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened via remote video conference on Tuesday, February 14, 2023 at 5:17 p.m. Board Chair Gloria Cudia called the meeting to order.

Roll Call

The following trustees were present:

Ms. Gloria Cardenas Cudia
Mr. Paul Gorski
Mr. John Nelson

Mr. Bob Trojan
Ms. Lynn Kearney
Student Trustee Ryan Russell

The following trustee was absent: Ms. Crystal Soltow

Also in attendance: Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Mr. Jim Handley, Vice President Human Resources; Ms. Ellen Olson, Vice President Finance/Chief Financial Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Dr. Patrick Peyer, Vice President Student Affairs; Mr. Keith Barnes, Vice President Equity and Inclusion; Dr. Hansen Stewart, Vice President Industry Partnerships and Community Engagement; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Interim Assistant to the President; Attorney Joseph Perkoski, Robbins Schwartz.

Communications and Petitions (Public Comment)

No public comments were received.

Swearing in of New Trustee

Board Chair Gloria Cudia welcomed Mr. Richard Kennedy and invited College Attorney Joseph Perkoski to swear in Mr. Kennedy as the newly appointed trustee. Attorney Perkoski then administered the oath of office to Mr. Richard Kennedy as the newest member of the Board of Trustees of Rock Valley College. Mr. Kennedy will serve until the April 2025 election.

Trustee Remarks

- Trustee Nelson welcomed Mr. Kennedy to the Board, noting that he will find it interesting, and although it requires some work, there is value to serving as a trustee. He added that the Board may disagree, but they respect each other's viewpoints.
- Trustee Trojan invited Mr. Kennedy to meet with him for information on finance and budgeting of the College. He added that there is a whole cycle of information that takes about a year to learn.
- Trustee Kearney welcomed Mr. Kennedy and noted that although she will be leaving the Board in April, she will be attending some meetings. She added that she was impressed with his answers to the interview questions.
- Board Chair Cudia welcomed Mr. Kennedy, adding that the goal is to help RVC's students, and keeping that in mind puts everything else in place.

At 5:20 p.m. Trustee Soltow joined the meeting.

Mr. Kennedy thanked trustees for the opportunity to join the Board of Trustees and is looking forward to meeting everyone. He is open to meeting over coffee.

Date of Next Committee of the Whole Meeting: February 14, 2023, 5:45 p.m. Meeting to be held remotely via teleconference as permitted by Illinois statute.

Date of Next Regular Meeting: February 28, 2023, 5:15 p.m. Meeting to be held remotely via teleconference or in person in Room 0214, Performing Arts Room (PAR), Educational Resource Center (ERC) on the main campus as permitted by Illinois statute.

Adjournment

There being no further business to come before the Board, at 5:29 p.m., a motion to adjourn was made by Trustee Trojan seconded by Trustee Nelson. The motion was approved by unanimous roll call vote.

Submitted by Ann Kerwitz

Robert Trojan, Secretary

Gloria Cardenas Cudia, Board Chair

**Rock Valley College
Community College District No. 511
3301 N. Mulford Road, Rockford, IL 61114**

**BOARD OF TRUSTEES COMMITTEE OF THE WHOLE MEETING
5:45 p.m. Tuesday, February 14, 2023
MINUTES**

On February 3, 2023, Governor Pritzker issued the thirty-ninth Gubernatorial Disaster Proclamation for all counties in Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Under Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)), this meeting will be held without the physical presence of a quorum at the meeting location.

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Call to Order

The Rock Valley College (RVC) Board of Trustees Committee of the Whole meeting was convened remotely by teleconference on Tuesday, February 14, 2023. The meeting was called to order at 5:45 p.m. by Board Chair Gloria Cudia.

Roll Call

The following members of the Board of Trustees were present at roll call:

Ms. Gloria Cudia	Ms. Crystal Soltow
Mr. Robert Trojan	Mr. Paul Gorski
Mr. John Nelson	Ms. Lynn Kearney
Mr. Ryan Russell, Student Trustee	

Also Present: Mr. Rick Jenks, Vice President of Operations; Ms. Ellen Olson, Vice President of Finance; Mr. Jim Handley, Vice President of Human Resources; Dr. Patrick Peyer, Vice President of Student Affairs; Mr. Keith Barnes, Vice President of Equity and Inclusion; Dr. Hansen Stewart, Vice President of Industry Partnerships and Community Engagement; Ms. Heather Snider, Vice President of Institutional Effectiveness and Communications; Dr. Amanda Smith, Vice President of Liberal Arts & Adult Education; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsabe Saucedo, Interim Assistant to the President; Ms. Tracy Luethje, Assistant to the Vice President of Operations; Attorney Joseph Perkoski, Robbins Schwartz; Attorney Matthew Gardner, Robbins Schwartz.

Communications and Petitions

There were no public comments, communications, and/or petitions.

Recognition of Visitors

There were no visitors to be recognized.

Adjourn to Closed Session

At 5:46 p.m., a motion was made by Trustee Trojan, seconded by Trustee Kearney, to adjourn to closed session to discuss: 1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting in accordance with Section 2 (c) (1); and/or 2) Collective negotiating matters per Section 2 (c) (2), all in accordance with the Illinois Open Meetings Act. The motion was approved by a unanimous roll call vote.

Reconvene Open Session

At 6:12 p.m., a motion was made by Trustee Trojan, seconded by Trustee Gorski, to adjourn the closed session and reconvene to the open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

Review of Minutes

There were no comments on the minutes from the January 10, 2023, Board of Trustees Committee of the Whole meeting.

General Presentations – Strategic Plan Review

Mr. Richard Jenks, vice president of operations and chief operations officer, introduced Ms. Heather Snider, vice president of institutional effectiveness and communications, who presented the Strategic Plan Review. Ms. Snider stated that her updates would focus more on the metrics within the scorecards and some successes rather than on the planning framework that has been discussed in the past. Ms. Snider discussed the process updates and action highlights. Ms. Snider explained that leadership continues to work with Studer Education to refine the College's Strategic Plan, and Studer Education continues to monitor the College's successes and the 90-day action plans. As a result, Leadership will transition focus to sharing detailed actions and scorecard success metrics. In addition, the Administration has improved transparency by making materials available on the website. Recent achievements include the Customer Relationship Management (CRM) software that was implemented is ready to go live; the Diversity, Equity, and Inclusion (DEI) training program (Transform Together) has launched, and the Strategic Plan webpage has been created.

Board Chair Cudia requested that presenters please explain what the acronyms mean. Discussion ensued.

Teaching, Learning & Communications Discussion: Board Liaison Trustee Cudia

1. Enrollment Update

Ms. Heather Snider, vice president of institutional effectiveness and communications, presented the FY2023 Enrollment Update. Ms. Snider stated that enrollment is 105% of the goal for the Spring 2023 semester. Ms. Snider noted that the FY2023 goal is 98% of the budget, with the Summer I enrollment still outstanding. Ms. Snider feels very confident that the College will meet the FY2023 goal, and stated that RVC is ahead of last year's (FY2022) goal. Discussion ensued.

Finance Discussion: Board Liaison Trustee Trojan/Trustee Soltow

1. Purchase Reports

Ms. Ellen Olson, vice president of finance, presented the purchase reports.

Purchase Report A – FY 2023 Amendments:

- A. Supplies – (Maintenance Supplies: Boiler House)

- | | | | |
|--|---------------------------|-------------------|-------------------|
| 1. | Global Water Technologies | South Holland, IL | \$ 22,000.00 (1)* |
| B. Services – (Maintenance Services Plant Operations Equipment: Plant Maintenance) | | | |
| 2. | Helm Electric | Freeport, IL | \$ 20,000.00 (2)* |

Purchase Report B – FY 2023 Purchases:

- | | | | |
|---|------------------------------|---------------------|--------------------|
| A. Food – (Food: Workforce Equity Initiative 2023) | | | |
| 1. | Walmart | Rockford, IL | \$ 20,000.00 (1)* |
| B. Transportation – (Gas: Workforce Equity Initiative 2023) | | | |
| 2. | Kelley Williamson | Rockford, IL | \$ 18,000.00 (2)* |
| C. Instructional Equipment – (Summer Bridge Grant – Capital Instructional Equipment, Workforce Equity Initiative – Capital Instructional Equipment) | | | |
| 3. | Airgas USA, LLC. | Rockford, IL | \$ 57,200.00 (3)* |
| D. Software – (Higher Education Emergency Relief Fund (HEERF): General Institutional Expense: IT Maintenance Services: Software Support) | | | |
| 4. | Soft Docs SC, LLC. | Columbia, SC | \$ 12,875.00 (4)* |
| E. Software – (IT: Maintenance Services: Software Support) | | | |
| 5. | LingK | Danville, CA | \$ 10,000.00 (5)* |
| F. Equipment – (Capital Service Equipment: Equipment) | | | |
| 6. | Reinders | Mundelein, IL | \$ 132,450.00 (6)* |
| | Spartan Distributors | Sparta, MI | \$ 133,955.00 |
| | MTI | Brooklyn Center, MN | \$ 137,245.64 |
| G. Equipment – (Risk Management: Emergency Management) | | | |
| 7. | Pearson Plumbing and Heating | Rockford, IL | \$ 15,945.00 (7)* |
| | Helm | Freeport, IL | \$ 20,496.00 |
| | Nelson Carlson | Rockford, IL | \$ 20,863.00 |
| H. Instructional Supplies – (Instructional Supplies General: Department of Commerce and Economic Opportunity (DCEO) Illinois Film Office (IFO)) | | | |
| 8. | 2 nd Cinc, Inc. | Loves Park, IL | \$ 51,800.00 (8)* |
| I. Supplies – (Instructional Supplies General: PATH Grant, Instructional Equipment: PATH Grant) | | | |
| 9. | Avante Health Solutions | Louisville, KY | \$ 28,750.00 (9)* |
| | Covidien Sales, LLC. | Mansfield, MA | \$ 29,560.00 |
| | Soma Tech International | Bloomfield, CT | \$ 29,950.00 |
| J. Supplies – (Instructional Supplies General: PATH Grant, Instructional Equipment: PATH Grant) | | | |
| 10. | Outfront Medical, LLC. | Tabernacle, NJ | \$ 13,000.00 (10)* |
| | Soma Tech, International | Bloomfield, CT | \$ 25,400.00 |
| K. Textbooks – (Instructional Supplies General: Early Childhood Access Consortium (ECACE)) | | | |
| 11. | Barnes & Noble | Rockford, IL | \$ 19,266.00 (11)* |

L. Instructional Membership & Fees – (Miscellaneous Expenditures: Workforce Equity)		
12. AAPC	Salt Lake City, UT	\$ 41,470.00 (12)*
M. Construction (Capital Expense)		
13. TBD		\$ x.xx (13)*

Discussion ensued on Purchase Report B, grant-funded items, and items G, L, and M. Chief Operations Officer Rick Jenks updated trustees on the bid opening results for Item M, the ATC Phase II Plan. Trustee Nelson requested additional details for Item M.

2. Cash and Investment

Ms. Olson presented the Cash and Investment Report through January 31, 2023. Total operating cash is \$31,624,110. Total operating cash and investments are \$76,505,959. Total capital funds are \$11,467,053. Since December 31, 2022, the change in capital funds has been <\$5,673,903>. Therefore, the difference in the operating cash and investments since December 31, 2022, was <\$87,450>. Ms. Olson stated that the total operating cash and investment funds were 72.40% of the Fiscal Year 2023 operating budget. Discussion ensued.

3. FY2023 Second Quarter Vital Signs

Ms. Olson presented the FY2023 Second Quarter Vital Signs. Ms. Olson stated that the operating revenues were 51.25% of the FY2023 budget as of December 31, 2022, including SURS on behalf. If you exclude the SURS on behalf, RVC revenue is at 71% of the FY2023 budget due to tuition and fees received in December for the Spring 2023 semester. In addition, Ms. Olson stated that investment revenue is over the FY2023 budget due to increases in interest rates, and property taxes are coming in on track.

Ms. Olson stated that the operating expense fund is at 30.16% of the FY2023 budget, including SURS on behalf. If excluding SURS on behalf, the operating expense fund is at 42.10%. Ms. Olson stated that the expenses are looking suitable for FY2023. In addition, Ms. Olson said the RVC payroll and healthcare costs, year-to-date, are tracking below the FY2023 budget. However, Ms. Olson said that she monitors the healthcare costs as she anticipates increased claims. Discussion ensued.

4. FY2024 Tuition Discussion

Ms. Olson presented the FY2024 Tuition Discussion. Ms. Olson stated that RVC's current tuition and fees for Liberal Arts and Sciences (LAS) are \$137.00, and the Career and Technical Education (CTE) is \$162.00. Per Section 110 ILCS 805/6 of the *Illinois Public Community College Act* and Illinois Community College Board (ICCB) Rule 1501.505, the In-District student tuition may not exceed one-third of the per capita cost as defined in the chargeback reimbursement calculation. The College's fiscal year 2022 per capita cost is \$569.24 resulting in a one-third per capita cost of \$189.74.

The College's Administration is recommending increasing tuition \$5.00 per credit hour. The weighted average of these rates still falls below the one-third per capita cost for fiscal year 2022 of \$189.74 and \$180.85 for fiscal year 2021. This increase will be effective July 1, 2023, for FY2024. The rates for LAS, if approved, will be \$142.00, and CTE will be \$167.00. Discussion ensued.

5. FY2023 Fund Transfers Based on FY2024 Project Plans

Ms. Olson and Mr. Rick Jenks, vice president of operations, presented the FY2023 Fund Transfers Based on FY2024 Project Plans. In addition, Ms. Olson provided a list of capital and other expense needs for FY2024. Funding for these items will be from money transferred from the operations fund to the capital fund or other funding sources listed. Transferring funds will allow purchases of new items, continued repairs, or system upgrades. Mr. Jenks stated that there are 24 projects to be approved or items to be purchased in the amount of \$5,215,000.00 from the Capital funds; two projects to be approved or purchased in the amount of \$2,280,000.00 out of the Protection, Health, and Safety (PHS) funds; two projects to be approved or purchased in the amount of

\$1,100,00.00 out of the IT Technology Fee fund; one item to be purchased in the amount of \$150,000.00 out of the Tort fund; and one reallocation of funds from the Advanced Technology Center (ATC) Phase One to ATC Phase Two fund. Mr. Jenks stated there is a total number of 30 projects in the amount not to exceed \$9,545,000.00.

The Administration recommends that the RVC Board of Trustees approves the use of Fund 03 capital, technology fees, Tort funds, or Protection, Health, and Safety funds on the 2024 project plans Board Report. Discussion ensued.

Operations Discussion: Board Liaison Trustee Kearney

1. Personnel Report

Mr. Jim Handley, vice president of human resources, presented the Personnel Report for February 2023. There is one appointment, Timothy Held, Dean of Non-Credit Programs, and one placeholder for the Director of Financial Aid. There is one departure, Ms. Kathy Jones (retiring).

2. Memorandum of Understanding (MOU); Dental Hygiene Clinic Coordinator – Sick Leave Transfer

Mr. Handley presented the MOU, Dental Hygiene Clinic Coordinator-Sick Leave Transfer. Mr. Handley stated that on August 16, 2021, the Rock Valley College Board of Trustees and the Rock Valley College Faculty Association entered into a Collective Bargaining Agreement (CBA) for 2021 - 2026. Section 8.5.3 of the CBA outlines the sick leave allotment provided to Faculty.

On June 24, 2022, the Rock Valley College Board of Trustees and the Rock Valley College Faculty Association entered into a Memorandum of Agreement (MOA), creating a “pilot” program for the role of Dental Hygiene Coordinator. Given that this role is a pilot program, both parties agreed that the position would NOT be included in the bargaining unit until such time as the College determines that the role will become permanent. If in agreement after the conclusion of the pilot, the parties agree to file with the Illinois Educational Labor Relations Board. Such a petition is necessary for the addition of the position in the bargaining unit. The pilot will conclude at the end of the Summer II semester in August 2023.

Kenosha Holland was selected to assume the role of Dental Hygiene Coordinator for the purpose of the pilot program. Ms. Holland has an immediate need to utilize sick leave hours normally provided to Faculty under the CBA; however, since this role is not officially in the bargaining unit at this time, she would not be eligible to receive such sick leave hours. This Memorandum of Understanding allows for the one-time transfer of Sick Leave hours to Ms. Holland from two faculty members.

The Administration recommends that the Board of Trustees approves the MOU allowing the transfer of sick leave hours to Ms. Kenosha Holland.

3. Memorandum of Agreement (MOA); Support Staff Association (SSA) - HVAC Commercial Mechanics

Mr. Handley presented the MOA, SSA-HVAC Commercial Mechanics. Mr. Handley stated that on December 7, 2021, the Rock Valley College Board of Trustees and the Rock Valley College Support Staff Association entered into a Collective Bargaining Agreement (CBA) for 2021 - 2027.

In 2022, RVC experienced two vacancies in HVAC Commercial Mechanic (“Boiler House”) operations. During those vacancies, RVC had to rely on third-party vendors to complete necessary heating and cooling maintenance and repairs to keep building systems operational and safe. Due to the significant unplanned additional expenses, the Board had to approve additional funds to cover those expenses. The response of qualified applicants to the job posting intended to backfill the mechanic vacancies was dismal. Research for local mechanic pay rates indicates a need to increase base pay to attract quality applicants.

This Memorandum of Agreement allows for a salary increase to incumbents in that department to aid in retaining our employees and an increase to Boiler House employees’ base salary to attract qualified mechanic applicants to work in commercial HVAC and reduce RVC’s reliance on third-party vendors.

The Administration recommends that the Board of Trustees approves the Memorandum of Agreement increasing the pay wages for incumbents in the Boiler House and increasing the wages for newly hired mechanics working in the Boiler House. Discussion ensued.

4. Advanced Technology Center (ATC) Closeout

Ms. Olson presented the ATC closeout. Ms. Olson stated that the total budget for the ATC was \$15,526,777.43, and the total amount spent was \$14,094,818.17, with a remaining budget of \$1,431,959.26. Discussion ensued.

5. RVC College Events Calendar

Mr. Handley presented the RVC on-campus events calendar for February, March, and April 2023. Mr. Handley stated that the closing ceremony for Black History Month will take place in the Student Center Atrium on February 28, 2023, and that on February 25, 2023, the National TRiO Day will take place at the Stenstrom Center at 8:00 a.m. In addition, a Spanish Language Explore event will take place in the Student Center Atrium on February 15, 2023, from 3:00 p.m. to 7:00 p.m.

New Business / Unfinished Business

There was no new and/or no unfinished business.

Adjourn to Closed Session

At 7:28 p.m., a motion was made by Trustee Gorski, seconded by Trustee Soltow, to adjourn to closed session to discuss: 1) The purchase or lease of real property for the use of the public body per Section 2 (c) (5), in accordance with the Illinois Open Meetings Act. The motion was approved by a unanimous roll call vote.

Reconvene Open Session

At 8:10 p.m., a motion was made by Trustee Nelson, seconded by Trustee Kearney, to adjourn the closed session and reconvene to the open session. The motion was approved by a unanimous roll call vote. No action was taken as a result of the closed session.

Next Regular Board of Trustees Meeting

The next Regular Board of Trustees meeting will be held on February 28, 2023, at 5:15 p.m.; Meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.

Next Committee of the Whole Meeting

The next Committee of the Whole meeting will be held on March 14, 2023, at 5:15 p.m.; Meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus when Illinois statute permits.

Adjourn

At 8:12 p.m., a motion was made by Trustee Kearney, seconded by Trustee Nelson, to adjourn the meeting. The motion was approved by a unanimous roll call vote.

Submitted by: Tracy L. Luethje

Robert Trojan, Secretary

Gloria Cardenas Cudia, Board Chair

**Illinois Community College District No. 511
Rock Valley College
3301 North Mulford Road
Rockford, IL 61114**

**ROCK VALLEY COLLEGE BOARD OF TRUSTEES REGULAR MEETING
5:15 p.m., February 28, 2023**

MINUTES

On February 3, 2023, Illinois Governor Pritzker issued the thirty-ninth Gubernatorial Disaster Proclamation for all counties in the State of Illinois. Due to the COVID-19 health pandemic, Howard J. Spearman, Ph.D., president of Rock Valley College, has determined that an in-person meeting is not practical, prudent, or feasible based on the Disaster Proclamation. Pursuant to Section 7 (e) (4) of the Open Meetings Act (5 ILCS120/7(e)(4)) this meeting will be held without the physical presence of a quorum at the meeting location.

Meeting Location: Building E, Rock Valley College, 3301 N. Mulford Road, Rockford, IL 61114. Howard J. Spearman, Ph.D., president of Rock Valley College, or designated administrator, will be physically present at the meeting location. **Trustees/members, citizens, faculty and staff may attend the meeting via teleconference or videoconference.**

Access to the Regular Board of Trustees meeting is provided via teleconference online via <https://rockvalleycollege-edu.zoom.us/j/92824270792?pwd=WUcvNW95dGI0M1o5YXY2ZzZwM2FhUT09>, or by phone at 312-626-6799 using Meeting ID 928 2427 0792, Passcode: 589480. The meeting will include an opportunity for public comment. Any member of the public can submit their public comment via email to RVC-BoardPC@rockvalleycollege.edu by 3:15 p.m. on February 28, 2023. Public comments submitted via email will be announced during the public comment portion of the meeting.

Call to Order

The Regular meeting of the Board of Trustees of Community College District No. 511, Winnebago, Boone, DeKalb, McHenry, Ogle, and Stephenson Counties, Illinois, convened remotely via teleconference on Tuesday, February 28, 2023. The meeting was called to order by Board Chair Gloria Cudia at 5:23 p.m.

Roll Call

The following members of the Board of Trustees were present at roll call:

Ms. Gloria Cudia	Mr. Bob Trojan
Mr. John Nelson	Ms. Lynn Kearney
Richard Kennedy	Mr. Paul Gorski (left at 5:47 p.m.)
Ms. Crystal Soltow arrived at 6:35 p.m.	

The following trustee was absent: Student Trustee Ryan Russell

Also in attendance: Dr. Howard Spearman, President; Dr. Amanda Smith, Vice President Liberal Arts and Adult Education/Chief Academic Officer; Mr. Jim Handley, Vice President Human Resources; Ms. Ellen Olson, Vice President Finance/Chief Financial Officer; Ms. Heather Snider, Vice President Institutional Effectiveness and Communications; Dr. Patrick Peyer, Vice President Student Affairs; Mr. Keith Barnes, Vice President Equity and Inclusion; Mr. Rick Jenks, Vice President Operations/Chief Operations Officer; Dr. Hansen Stewart, Vice President Industry Partnerships and Community Engagement; Ms. Jennifer Thompson, Executive Director College Communications; Ms. Ann Kerwitz, Assistant to the President; Ms. Betsy Saucedo, Interim Assistant to the President; Attorney Joseph Perkoski, Robbins Schwartz;

Communications and Petitions (Public Comment)

No public comments were received.

Recognition of Visitors

There were no visitors to be recognized.

General Presentations

Ms. Heather Snider, vice president institutional effectiveness and communications, recognized winners of the first annual set of assessment awards presented at the January Faculty Development Day. Winners for curricular assessment were Ms. Cheryl Rinker recently retired professor of developmental reading and writing; Ms. Suzanne Miller, assistant professor of sociology; and Dr. Megan Pease, associate professor of biology. Winners for co-curricular assessment were Mr. Darin Monroe, athletic director, and Mr. Kevan Watkins, women's soccer coach; Mr. Jerry LaBuy, associate professor of mass communication; and Ms. Luevinus Muhammad, director of student life and intercultural student services. Ms. Snider also thanked Dr. Lisa Mehlig for her leadership in assessment and for creating a process to recognize those faculty and staff who excel in this area.

Approval of Minutes

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve the minutes of the January 10, 2023 Special Meeting-Announcement of Trustee Vacancy; the January 10, 2023 Committee of the Whole meeting; the January 24, 2023 Regular meeting; and the January 28, 2023 Special Meeting-Board Retreat.

There was no discussion. The motion was approved by unanimous roll call vote.

Action Items

1. BR 8012 – Claims Sheet – January 2023

The Board Report reads in part: It is recommended that the Board of Trustees approves the claims sheets from the Ellucian check register for the period from January 1, 2023 to January 31, 2023. The total is \$3,007,807.29.

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve Board Report 8012. There was no discussion. The motion was approved by unanimous roll call vote.

2a. BR 8013-A – Purchase Report-A – FY2023 Amendments

The Board Report reads in part: It is recommended that the Board of Trustees approves the marked items for purchase on Board Report 8013-A, Purchase Report-A.

\$	22,000.00	A.	Global Water Technologies, South Holland, IL (F/K/A Lakeland Chemical)
\$	20,000.00	B.	Helm Electric, Freeport, IL

A motion was made by Trustee Nelson, seconded by Trustee Gorski, to approve Board Report 8013-A. There was no discussion. The motion was approved by unanimous roll call vote.

2b. BR 8013-B – Purchase Report-B – FY2023 Purchases

The Board Report reads in part: It is recommended that the Board of Trustees approves the marked items for purchase on Board Report 8013-B, Purchase Report-B.

\$ 20,000.00	A. Walmart, Rockford, IL
\$ 18,000.00	B. Kelley Williamson, Rockford, IL
\$ 57,200.00	C. Airgas USA LLC, Rockford, IL
\$ 12,875.00	D. Soft Docs SC LLC, Columbia, SC
\$ 10,000.00	E. LingK, Danville, CA
\$ 132,450.00	F. Reinders, Mundelein, IL
\$ 15,945.00	G. Pearson Plumbing and Heating, Rockford, IL
\$ 51,800.00	H. 2 nd Cine Inc., Loves Park, IL
\$ 28,750.00	I. Avante Health Solutions, Louisville, KY
\$ 13,000.00	J. Outfront Medical LLC, Tabernacle, NJ
\$ 19,266.00	K. Barnes and Noble, Rockford, IL
\$ 41,470.00	L. AAPC, Salt Lake City, UT
\$ 2,760,490.00	M. Larson and Larson, Rockford, IL

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve Board Report 8013-B.

Trustee Gorski asked to see the redlined changes to Item M, capital expense construction, bid results for Phase II of the Advanced Technology Center (ATC) plan, which were explained by Chief Financial Officer Ellen Olson. In response to a question from Trustee Kennedy, she also explained the bid process for projects over \$50,000. Chief Operations Officer Rick Jenks explained the details of the project as shown on Exhibit A (attached), noting that the goal is to begin the work this summer as long as the supply chain holds up. Roof repair will be scheduled so it does not impact classes, but a completion date is difficult to predict due to potential supply chain issues for some products as well as HVAC equipment, which can be three to nine months.

Trustee Soltow entered the meeting at 6:35 p.m.

There was no further discussion. The motion was approved by unanimous roll call vote.

3. BR 8014 – Fiscal Year 2023 Fund Transfer Request

The Board Report reads in part: It is recommended that the Board of Trustees approves the College Administration to transfer \$12,240,000 from Operating Funds 01 and 02 to Funds 19, 20, 05 and 03 for various strategic initiatives.

A motion was made by Trustee Trojan, seconded by Trustee Gorski, to approve Board Report 8014.

In the interest of public transparency, Trustee Gorski wanted to confirm what will be covered by the funds being transferred, adding that it includes \$5,215,000 for current capital needs and is clearly documented in the Board Report that is part of the meeting packet. Trustee Nelson added that he concurs.

The motion was approved by unanimous roll call vote.

4. BR 8015 – Proposed Fiscal Year 2024 Tuition Increase

The Board Report reads in part: It is recommended that the Board of Trustees approves a \$5.00 per credit hour tuition increase, effective July 1, 2023, Fiscal Year 2024.

A motion was made by Trustee Gorski, seconded by Trustee Kearney, to approve Board Report 8015.

Trustee Trojan commented that it has been well noted that Rock Valley College has the sixth lowest tuition in the state. CFO Ellen Olson explained that other community colleges are changing their tuition as well, but she expects that RVC will remain in the bottom 10.

The motion was approved by unanimous roll call vote.

5. BR 8016 – Personnel Report

The Board Report reads in part: It is recommended that the Board of Trustees approves the personnel actions listed on Board Report 8016.

A motion was made by Trustee Nelson, seconded by Trustee Trojan, to approve Board Report 8016.

Vice President of Human Resources Jim Handley explained that the pending position of director of financial aid was not filled and has been reposted.

The motion was approved by unanimous roll call vote.

6. BR 8017 – Dental Hygiene Clinic Coordinator – Sick Leave Transfer

The Board Report reads in part: It is recommended that the Board of Trustees approves the Memorandum of Understanding allowing the transfer of sick leave hours to Ms. Kenosha Holland. **Attorney Reviewed.**

A motion was made by Trustee Kearney, seconded by Trustee Gorski, to approve Board Report 8017. There was no discussion. The motion was approved by unanimous roll call vote.

7. BR 8018 – Memorandum of Agreement – Support Staff Association-HVAC Commercial Mechanics

The Board Report reads in part: It is recommended that the Board of Trustees approves the Memorandum of Agreement increasing the pay wages for incumbents in the Boiler House and increasing the wages for newly hired mechanics working in the Boiler House. **Attorney Reviewed.**

There was no discussion. The motion was approved by unanimous roll call vote.

Other Business

1. New Business

President Spearman reminded trustees of the construction contingency information that was emailed to them earlier in the week and encouraged trustees to contact him or Rick Jenks if they have any questions. Submitted questions will be answered at the March Committee of the Whole meeting. Dr. Spearman also reminded trustees to please respond to the request from Ann Kerwitz regarding Commencement regalia.

At 5:47 p.m. Trustee Gorski left the meeting.

2. Unfinished Business

In response to a question from Trustee Trojan, Dr. Spearman explained that the board retreat will be rescheduled after the April 4 election so that newly elected trustees can also attend.

Updates / Reports

1. President's Update

Dr. Spearman highlighted his recent activities in January and February:

- January 26, he joined Governor Pritzker at AAR to announce additional grant money to support our partnership with AAR to increase aviation jobs in the region.
- January 30, he hosted Representative Sosnowski and members of his team at the ATC.
- February 3, a Town Hall meeting to update employees on the State of the College was held in the Student Center Atrium. The presentation was also available on Zoom and recorded for future viewing.
- Ms. Jennifer Thompson, executive director of college communications, attended the National Legislative Summit, where she met with ICCB and ICCTA leaders as well as many of our federal elected officials.
- As a result of Ms. Thompson's meetings, Representative Darin LaHood visited the main campus on February 15. Trustees Cudia and Trojan joined the group for great discussions focused on RVC's technical and healthcare programs.
- As part of Black History Month, he spoke to students as part of the First Generation Speaker Series hosted by Intercultural Student Services.
- February 25, he was the keynote speaker for 350 students from 13 Illinois colleges who celebrated National TRiO Day at the Stenstrom Center.
- The evening of February 25, he spoke at the Black Winter Gala on the importance of dual credit. He also thanked Trustees Cudia, Kennedy and Nelson for their participation in the event.
- February is also Career and Technical Education (CTE) Month, and many events were scheduled including:
 - RVC's Workforce Equity Initiative (WEI) program was one of five in the state selected to be highlighted in a video to premiere at the WEI state conference in June.
 - The "Explore ATC" event was to be held February 16, but was cancelled due to bad weather.
 - The Admissions Team hosted an "Explore Automotive" event at the Stenstrom Center on February 27. Students and the community were invited to tour the facility.
 - Throughout the month, the Marketing team has been highlighting program videos, student and alumni testimonies and employee spotlights. As a result of their efforts, nearly 50,000 unique visitors visited the RVC website this month.
- Trustee Trojan commented that he thinks Representative LaHood has a good understanding of Career and Technical Education, more than his predecessor.

2. Leadership

- Vice President Heather Snider announced that April is Community College Month, and the Marketing team is planning multiple ways to share the RVC story. Enrollment for the spring semester has been verified and sent to ICCB. The official data report will be presented at the March Committee of the Whole.

- Dr. Patrick Peyer provided an athletics update, noting that RVC will host regional tournaments for men's and women's basketball, and the men's and women's bowling teams will compete in the national tournament March 2-4 in Cheektowaga, NY, where they hope to repeat as national champions. The annual Sister to Sister Conference will be held at the Stenstrom Center on March 10.
- Dr. Hansen Stewart provided an update on new opportunities for access to non-credit programs and to build pathways to credit programs. For example, students can move from CNC non-credit programs to credit programs and receive six credits for prior learning. The goal is to create more pathways to champion student success.
- Dr. Amanda Smith commented that we are seeing lots of energy from students as a result of the many face-to-face events being held on campus. On February 10, 135 students from seven schools gathered for the Academic Challenge in Engineering competition. On February 25, RVC hosted 404 students from 27 schools for the Illinois Council of Teachers of Math (ICTM) regional math contest. The Science Olympiad will be held in person on March 18, the first time since the COVID pandemic began, and we anticipate 400 students from 22 schools to participate. Dr. Smith also thanked the faculty, staff and students who have coordinated and supported these events.
- Mr. Keith Barnes gave a shout-out to Dean of Students Terrica Huntley and all those involved in planning Black History Month activities. The closing event was held earlier today and featured gospel music. March is Women's History Month, and the theme this year is celebrating women who tell our story.
- Vice President Jim Handley reminded trustees that Winnebago County will be emailing to them the Statement of Economic Interests form to be completed by May 1. He also thanked HR Director Christine Lott and her committee for planning the employee appreciation event to be held March 2 in the Student Center Atrium.

3. ICCTA Report (Illinois Community College Trustees Association)

Trustee Nelson explained that he will send a request for trustees to attend the upcoming ICCTA conference to be held March 9-10. He would like to see other trustees attend as well as the president.

4. Trustee Comments

- Trustee Nelson commented that he attended a play, "Andy Warhol's Tomato," at the College of DuPage and was very impressed with their entertainment complex. He will send a copy of the program to Dr. Spearman and Mr. Chris Brady, director of RVC's Starlight Theater, and encourage them to bring the play to RVC. Nelson added that he will continue to advocate for a new entertainment center for RVC.
- Trustee Kearney commented she has been a longtime supporter of the Science Olympiad and encouraged trustees to attend.
- Trustee Soltow commented that her daughter plays in a club volleyball league, and her team's coach is a current RVC student and plays for RVC.
- Trustee Kennedy commented that he appreciates the opportunity to learn from others.
- Trustee Trojan commented that the 11th annual robotics competition will be held July 22 at the RVC Physical Education Center. The all-day event will feature about 32 teams and generates a lot of enthusiasm among participants and spectators.
- Trustee Cudia commended staff and volunteers of the Center for Learning in Retirement (CLR) program and for the wonderful classes and programs that are available. She is looking forward to starting her tours of campus facilities. Dr. Spearman added that there will be opportunities for all trustees to tour the campus.

5. Student Trustee Report

Although Student Trustee Russell was absent, his report was in the meeting packet.

6. RVC Foundation Liaison Report

Trustee Trojan announced that March 6 is the deadline to submit applications to receive a scholarship from the RVC Foundation and encouraged trustees to spread the word to their constituents. For comparison, \$137,000 was awarded 10 years ago, while \$430,000 was awarded last year.

7. Freedom of Information Act (FOIA) Report

The FOIA report was accepted as presented.

Closed Session

A closed session was not held.

Next Meeting

The next Committee of the Whole meeting will be held Tuesday, March 14, 2023 at 5:15 p.m. The meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus as Illinois statute permits.

The next Regular meeting will be held Tuesday, March 28, 2023 at 5:15 p.m. The meeting will be held virtually via teleconference or in person in the Performing Arts Room (PAR, Room 0214) located in the Educational Resource Center (ERC) on the main campus as Illinois statute permits.

Adjournment

At 6:22 p.m., a motion was made by Trustee Nelson, seconded by Trustee Trojan, to adjourn the meeting. The motion was approved by unanimous vote.

Submitted by Ann Kerwitz.

Robert Trojan, Secretary

Gloria Cudia, Board Chair

Claims Sheet

Recommendation:

It is recommended that the Board of Trustees approve the claims sheets from the Ellucian check register for the period from February 1, 2023 to February 28, 2023.

The total is \$ 2,550,244.40.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-A – FY2023 Amendments

Recommendation: Board approval for items marked with an asterisk

A. Contractual Services – (Maintenance Services Site/Grounds)

Khione Management Services Cicero IL

\$60,000.00*(1)

1. This increase is being requested for the Rock Valley College (RVC) remote sites snow removal. The increase is due to this winter’s inclement weather happening throughout the day and evenings when the college has remained open. The contractor has had to visit each remote site multiple times during the day or evening to maintain the walkways and parking lots to prevent people from slipping, falling, and having accidents.

Original approved amount	\$100,000.00
Increase requested	\$60,000.00
New total expenditure	\$160,000.00

FY23 Budgeted Expense
Original Board Report BR# 7938-F

Purchase Report-A – FY2023 Amendments

B. Consulting – (Other Contractual Services: Human Resources)

**Cottingham & Butler Carol Stream IL
DBA Carlson Dettmann Consulting**

\$5,500.00*(2)

2. Carlson Dettmann Consulting is currently working on the compensation study for the college. This increase is being requested to add job evaluations for new employee positions and existing positions with job responsibilities or qualifications restructured. This is considered a sole source item because the vendor owns the proprietary methodology to how the jobs are evaluated at Rock Valley College. This vendor was selected to ensure that ratings for these additional job evaluations are consistent with the job evaluations made during the initial compensation study.

Original approved amount	\$54,500.00
Increase requested	\$5,500.00
New total expenditure	\$60,000.00

FY23 Budgeted Expense
Original Board Report BR#7923-B

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-A – FY2023 Amendments

Recommendation: Board approval for items marked with an asterisk

A. Contractual Services – (Maintenance Services Site/Grounds)

Khione Management Services Cicero IL

\$60,000.00*(1)

1. This increase is being requested for the Rock Valley College (RVC) remote sites snow removal. The increase is due to this winter’s inclement weather happening throughout the day and evenings when the college has remained open. The contractor has had to visit each remote site multiple times during the day or evening to maintain the walkways and parking lots to prevent people from slipping, falling, and having accidents.

Original approved amount	\$100,000.00
Increase requested	\$60,000.00
New total expenditure	\$160,000.00

FY23 Budgeted Expense
Original Board Report BR# 7938-F

Purchase Report-A – FY2023 Amendments

B. Consulting – (Other Contractual Services: Human Resources)

**Cottingham & Butler Carol Stream IL
DBA Carlson Dettmann Consulting**

\$5,500.00*(2)

2. Carlson Dettmann Consulting is currently working on the compensation study for the college. This increase is being requested to add job evaluations for new employee positions and existing positions with job responsibilities or qualifications restructured. This is considered a sole source item because the vendor owns the proprietary methodology to how the jobs are evaluated at Rock Valley College. This vendor was selected to ensure that ratings for these additional job evaluations are consistent with the job evaluations made during the initial compensation study.

Original approved amount	\$54,500.00
Increase requested	\$5,500.00
New total expenditure	\$60,000.00

FY23 Budgeted Expense
Original Board Report BR#7923-B

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Purchase Report-B – FY2023 Purchases

Recommendation: Board approval for items marked with an asterisk

A. On-Line Communications – (Instructional Software & Administrative Software: General Institutional Software)

Zoom Video Communications Inc San Jose CA \$26,000.00*(1)

1. This purchase is for the one-year renewal of the Zoom virtual meeting, webinar, and room licenses for the college. These licenses are used by faculty and instructors for teaching online instruction. It also includes licenses, webinars, and rooms that are utilized by Student Services for student interaction and by other administrative departments to conduct meetings virtually. Funding for this purchase will be covered by the Higher Education Emergency Relief Fund Act (HEERF).

FY23 Grant Expense

B. Printing – (Print/Copy Commercial Services: Continuing & Community Education)

KK Stevens Publishing Co Astoria IL \$24,200.00*(2)
Action Printing Fond du Lac WI \$29,210.00

2. This expense is for printing the Summer Community and Continuing Education Non-Credit and Whiz Kids schedule booklet. This booklet is mailed to approximately 141,400 Winnebago County and Boone County households.

FY23 Budgeted Expense

C. Instructional Equipment – (Instructional Equipment: Automotive Services)

Mohawk Lifts Amsterdam NY \$32,000.00*(3)

3. This expense is to purchase a Hunter Automated Driver Assist System (ADASlink) Scan Tool and a DAS3000 ADAS Fixture Kit. Both of these items work in conjunction with the Hunter Wheel Alignment system that the Automotive Department purchased back in 2020. This purchase will vastly increase the students' knowledge of automotive systems as virtually every manufacturer has implemented Advanced Driver Assist Systems into late-model vehicles. These systems require calibration after wheel alignments and sensor replacement for systems such as adaptive cruise control, lane departure warnings, forward-facing cameras, and backup cameras. Hunter is the industry leader in alignment and wheel balancing equipment. No other manufacturer's equipment is compatible with the equipment due to Hunter's patented technology. This is considered a sole source purchase from Hunter distributors.

FY23 Budgeted Expense

Purchase Report-B – FY2023 Purchases

D. Instructional Equipment – (Capital Instructional Equipment: Perkins Post-Secondary)

B&H Photo New York NY	\$11,300.00*(4)
Vintage King Troy MI	\$12,250.00
Sweetwater Fort Wayne IN	\$12,300.00

4. This expense is to purchase a Trident Console for the Mass Communication Department’s main studio. The console is a professional-level audio mixing console that will allow all students in the program the chance to learn and train for what they would see at their first jobs. This will be paid by the Perkins Grant.

FY23 Grant Expense

E. Instructional Equipment – (Capital Instructional Equipment: Perkins Post-Secondary)

B&H Photo New York NY	\$8,400.00*(5)
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5. This expense is for upgrades to the Mass Communication Department’s Audio Recording Suite to bring the audio recording up to the highest level in the industry. This will allow the students to be fully prepared when entering the communication field after graduating from the Mass Communication Program. This upgrade consists of three (3) components: an RME converter unit, Focal Speakers, and an Argosy Desk with rack mounts for electronics. Quotes were received from several different vendors. The only vendor that was able to provide all three (3) components at the lowest combined price was B&H. This purchase also coincides with the purchase of the Trident Console listed in Item D (see above) and is also a Perkins Grant expense.

FY23 Grant Expense

Purchase Report-B – FY2023 Purchases

F. Instructional Equipment – (Capital Instructional Equipment: ECACE and HEERF)

CDW-G Chicago IL	\$20,900.00*(6)
ACP CreativIT Buffalo Grove IL	\$21,500.00
CTI Conference Technologies Itasca IL	\$33,300.00

6. This expense is to purchase Information Technology (IT) equipment to outfit one (1) classroom in the Classroom (CL) I building and one (1) classroom in the Educational Resource Center (ERC) building located on Rock Valley College’s (RVC) main campus with the technology to allow HyFlex modes of instruction. This upgrade will increase access for working adults who are pursuing their education. The NEAT system technology will align with the new HyFlex technology that will be set up/installed in the Student Center Atrium conference room. NEAT is a company that creates video devices for Microsoft and Zoom to enhance the meeting space experience. The Early Childhood Access Consortium for Equity (ECACE) Grant and the Higher Education Emergency Relief Fund (HEERF) will each pay half of the cost.

FY23 Grant Expense

G. Instructional Equipment – (Capital Instructional Equipment: Workforce Equity Initiative 2022)

Simformotion Peoria IL	\$88,000.00*(7)
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7. This expense is to purchase a Hydraulic Excavator Simulator System that will enable the college to offer non-credit and customized training that will prepare students to train on heavy equipment without risk to themselves or the equipment. This training will help lead to entry-level employment in a field that is currently a high-demand career pathway. This is a sole source purchase because this vendor is the only approved supplier for the Caterpillar company. Caterpillar has selected Simformotion as the Cat Simulators Licensee, and under that licensing arrangement, they will develop and distribute Caterpillar-branded simulator products. The Workforce Equity Initiative (WEI) Grant will pay for the cost of the simulator.

FY23 Grant Expense

Purchase Report-B – FY2023 PurchasesH. Instructional Equipment – (Capital Instructional Equipment: PATH Grant)**Stryker Medical Chicago IL****\$20,100.00*(8)**

8. This expense is to purchase a Stryker Power Pro XT stretcher-low configuration for the Emergency Medical Technician (EMT) program with Pipeline for the Advancement of Healthcare Workforce Grant funds. It is common for fire departments and emergency medical services agencies to use similar brand equipment that provides consistent patient care across entities. This has proven beneficial when multiple agencies are working together on larger-scale incidents as there is no time lost by the personnel being already acquainted with the equipment. This is most evident in the patient transport equipment, specifically stretchers. With the vast majority of patient care providers in the Northern Illinois region using Stryker brand stretchers and stair chairs, this is considered a sole source purchase.

FY23 Grant Expense

I. Instructional Equipment – (Capital Instructional Equipment: PATH Grant)**Echo Healthcare Sarasota FL****\$23,610.00*(9)**

9. This expense is to purchase the iSimulate REALTi360 Pro simulated cardiac monitor with Pipeline for the Advancement of Healthcare Workforce Grant funds. This cutting-edge monitor will replace the existing, outdated, and non-serviceable monitor currently being used by the Fire Science Program. Echo Healthcare is the sole source North American distributor of iSimulate products.

FY23 Grant Expense

J. Equipment – (HEERF: General Institutional Expenses)

Media Resources Lisle IL

\$38,435.00

Sound Inc Naperville IL**\$56,738.00*(10)**

10. This expense for the purchase of audio visual Hyflex media equipment for the Student Center Atrium Conference room. Bid #23-04 was opened on March 9, 2023. Two submittals were received only one was a complete bid packet that contained all requested documents. Funding for this purchase will be covered by the Higher Education Emergency Relief Fund Act (HEERF).

FY23 Grant Expense

Purchase Report-B – FY2023 Purchases

K. Repairs – (Maintenance Services Plant Operation Equipment: Boiler House)

Helm Freeport IL	\$15,900.00*(11)
Culligan Loves Park IL	\$18,859.00

11. This expense is to replace the dual tank water softener system at the Aviation Center (ACEC). One of the tanks has cracked and is now leaking. The Controller for both tanks has failed and is no longer working.

FY23 Budgeted Expense

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Personnel Report

Recommendation: The Board of Trustees approves the following personnel actions:

A. APPOINTMENTS

Christine Lott, Human Resources Director, Full-Time, ADM, Grade D, \$74,160, prorated for the balance of the fiscal year, effective April 1, 2023.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Personnel Report

Recommendation: The Board of Trustees approves the following personnel actions:

A. APPOINTMENTS

Christine Lott, Human Resources Director, Full-Time, ADM, Grade D, \$74,160, prorated for the balance of the fiscal year, effective April 1, 2023.

_____, Director of Records and Registration/Registrar, Full-Time, PSA , Grade C, \$ _____ , prorated for the balance of the fiscal year, effective _____ .

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Advanced Technology Center Sponsorship Program

Background:

Rock Valley College's Advanced Technology Center (ATC) is a regional approach that has commitment and collaboration from regional partners that will help transform the region through education and workforce development. The ATC offers both credit and non-credit programs, including certificate programs and stackable credential models that can be completed in as few as five weeks.

On December 15, 2020, the Rock Valley College Board of Trustees approved BR7778 to authorize \$1.5 million to sponsor student tuition for programs offered during Fiscal Year 2022 at the new Advanced Technology Center.

On December 21, 2021, the Rock Valley College Board of Trustees approved BR7883 to authorize and extend the use of unallocated funds to continue to sponsor student tuition for programs offered during Fiscal Year 2023, primarily at the Advanced Technology Center.

To date, the ATC Sponsorship Program has supported 253 students, totaling \$757,446.90. Of those 253 students: 18 enrolled in CNC Machining, totaling \$140,000; 46 enrolled in Mechatronics, totaling \$72,147.50; 65 enrolled in Truck Driver Training, totaling \$319,800; and 124 enrolled in Welding, totaling \$225,499.40. These students come from all over the District 511 service district. The majority of these students come from three areas: Rockford – 112, Belvidere – 52, and Machesney Park – 17.

Rock Valley College is proposing to continue to offer free tuition for students who enroll in coursework primarily at the Advanced Technology Center during Fiscal Year 2024. Programs of study include CNC Machining, Mechatronics, Truck Driver Training, Industrial Maintenance, and Welding.

In order to qualify for the free tuition, students will need to have been a resident of RVC's service area (District 511) as of July 1, 2022. Free tuition will be limited to \$10,000 per student during Fiscal Year 2024 and by course and program enrollment capacity, estimated at 300 students. Course, program, or institutional fees, textbooks, and related instructional materials are not provided as part of the free tuition initiative.

Recommendation:

It is recommended that the Board of Trustees extend the Advanced Technology Center (ATC) Sponsorship Program through Fiscal Year 2024 and approve using the remaining unallocated funds not to exceed \$700,000 to support the ATC Sponsorship Program.

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

**RESOLUTION TO PURCHASE REAL PROPERTY
OWNED BY WINNEBAGO COUNTY**

WHEREAS, the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson and Ogle, State of Illinois (the "Board"). desires to purchase certain real properties in Rockford, Illinois, currently owned by Winnebago County (the "Properties") as described in the Contract for Purchase and Sale, attached hereto as Exhibit A; and

WHEREAS, the Board is authorized pursuant to Section 3-36 of the Public Community College Act, 110 ILCS 805/3-36, to buy a site for college purposes; and

WHEREAS, the Board has determined that it is in the best interest of Rock Valley College to acquire the above-referenced Properties.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson and Ogle, State of Illinois, as follows:

SECTION 1. The preamble recitals of this Resolution are hereby adopted as if fully set forth herein.

SECTION 2. The Board hereby approves the purchase the Properties described in the Contract for Purchase and Sale attached hereto as Exhibit A and as further described as:

- 720 Chestnut St., Rockford, IL 61102, P.I.N. # 11-22-404-001, WEST ROCKFORD SUB ½ VAC ALLEY BY 84-26-1565 ADJ LOTS 1 THRU 5 & ALL LOTS 1 THRU 005 BLOCK 046);
- 705 Green St., Rockford, IL 61102, P.I.N. #11-22-404-003 (LEAVITTS WEST ROCKFORD SUB E1/2 VAC ALLEY BY 84-26-1565 ADJ LTS 6 THRU 10 & (EXC THAT PT TO CITY BY 06-17959) ALL LOTS 6 THRU 10 BLK 46); and,
- Parking Lot
 - 318 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-007 (WEST ROCKFORD SLY 33 FT LOT 003 BLOCK 039);
 - 314 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-006 (WEST ROCKFORD NLY 33 FT LOT 003 BLOCK 039);
 - 308 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-005 (WEST ROCKFORD LOT 002 BLOCK 039).

SECTION 3. The Board hereby approves the Contract for Purchase and Sale, and its attached Addendum, in substantially the same form as attached hereto as Exhibit A, and made a part hereof.

SECTION 4. The Board hereby authorizes and directs its President and President's designee to execute the Contract for Purchase and Sale, its attached Addendum, and any and all other required documents and instruments, and take any and all other required actions, to complete this transaction.

SECTION 5. The Board hereby authorizes and directs its President and President's designee to enter into a post-closing occupancy agreement, which shall be subject to legal counsel review, whereas Winnebago County shall be allowed to use the property at 720 Chestnut St. for one year after closing at no rent other than paying any and all insurance, utilities, taxes, and other reasonable costs associate with that building.

SECTION 6. This Resolution shall be in full force and effect immediately upon its passage.

Adopted this 28th day of March, 2023 by the following vote.

AYES:

NAYS:

ABSENT:

Chairperson, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA" AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

CONTRACT FOR PURCHASE AND SALE

For Use with Existing Commercial and Industrial Buildings (Not to Include the Sale of a Business)

(Complete All Blanks and Delete Inapplicable Language)

LISTING OFFICE: N/A Phone: Listing Broker: N/A Broker Number: Email: Phone: Fax:

Seller's Attorney: Lafakaria S Vaughn, Winnebago County State's Attorney's Office Phone: 815-319-4799 Email: lvaughn@sao.wincoil.gov Fax: 815-319-4798

SELLING OFFICE: N/A Phone: Selling Broker: N/A Broker Number: Email: Phone: Fax:

Buyer's Attorney: Matthew Gardner, Robbins Schwartz Phone: 312-332-7760 Email: mgardner@robbins-schwartz.com Fax: 312-332-7768

Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document. Seller's Initials: / Buyer's Initials: /

1. Seller. To: (SELLER) County of Winnebago Email: Phone: of 404 Elm Street, Rockford, IL 61101 (Address & Zip Code)

2. Buyer. The Undersigned (BUYER) Rock Valley College Email: Phone: of 3301 North Mulford Road, Rockford, IL 61114 (Address & Zip Code)

3. Premises. Offers to purchase the following described real estate situated in (Winnebago) County, Illinois, commonly known as: See Attached Addendum. Property I.D.#: See Attached Addendum. and legally described as: See Attached Addendum.

being a commercial/industrial premises.

4. Purchase Price. And to pay you \$350,000.00 - See Attached Addendum.

~~with \$100,000.00 to be held in escrow to secure the purchase price to be tendered by Buyer no later than one business day following the date of the accepted Contract which earnest money shall be increased to \$100,000.00 within one business day following the expiration of the Attorney Approved Period as set forth in Paragraph 5 hereof to be applied to the purchase price of the property subject to 3. Financing contingency. Buyer will furnish written proof of funds to close from a financial institution within xxxxxxxx business days of acceptance of this Contract.~~

5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the following: (*See attached Addendum adding and incorporating Section 5.G.)

A. Inspection. Buyer's inspection, which may include, but shall not be limited to, radon, mold, pest, mechanical, or structural inspections, at Buyer's expense. Seller shall arrange for all utilities to be on at the time of inspection. The inspection shall cover only major

49 components of the real estate, including but not limited to, heating and cooling systems,
50 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors,
51 appliances and foundation. If Buyer notifies Seller on or before March 29, 2023 that the
52 results of the inspection are unacceptable to Buyer, this Contract shall be void. If Buyer does
53 not notify Seller by said date that the results of the inspection are unacceptable to Buyer, this
54 provision shall be deemed waived and this Contract shall remain in effect.

55 B. Financing. Obtain by _____, a written mortgage loan commitment
56 containing the following terms: loan amount not less than _____ % of the purchase price due in
57 not less than _____ years amortized over _____ years with (Fixed) (Adjustable) interest at not
58 more than _____ % per year and lender required flood insurance premiums not to exceed
59 \$ _____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to
60 Seller by the above date a copy of the Lender's loan commitment or upon Seller's request
61 will provide a denial letter if available from Buyer's lender. The issuance of a commitment
62 containing the above-specified terms or Buyer's written acceptance of a commitment
63 containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing
64 costs not exceeding \$ _____ (to include all costs paid to third parties in connection with
65 the closing, prepaid mortgage interest, insurance and tax reserve deposits).

66 C. Appraisal. Obtain by _____, an appraisal prepared by an Illinois
67 licensed appraiser indicating the value of the premises to be equal to or greater than the
68 purchase price.

69 D. Sale of Property. (Enter into a contract for the sale of property for not less than
70 \$ _____ or a lesser amount as is accepted by _____ and) complete the sale of
71 property in which Buyer now has an interest located at _____

72 _____ on or before _____. Seller reserves the right to
73 accept another bona fide offer subject to the rights of Buyer under this Contract. In the event
74 Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency
75 to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to
76 Seller of removal of this contingency and **all** other Buyer contingencies AND (a) provide a
77 written commitment for a non-contingent bridge loan, OR (b) provide evidence of available
78 funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.

79 E. Document Review. Review the following documents to be delivered by Seller by the
80 date below (insert date if applicable):

81 _____ Copy of written leases/rental agreements, terms of any oral leases, or options to
82 renew/options to purchase;

83 _____ List of tenants, monthly rental and security deposits;

84 _____ Estoppel certificates from lessee(s) of the premises confirming the terms of the
85 lease(s) and the status thereof;

86 _____ Written confirmation from zoning authority that the premises are presently
87 zoned _____ and present use is (conforming) (legally non-conforming);

88 Unless Buyer gives written notice within five business days of the date listed above that the
89 information furnished is not acceptable to Buyer, this Contract shall remain in effect.

90 F. Environmental Assessment. Obtain by March 29, 2023 a written Phase I
91 environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA
92 and ASTM standards, at ~~(Seller's)~~(Buyer's) expense and unless such assessment report is
93 disapproved by Buyer in writing by March 29, 2023, this Contract shall remain in effect.

94 **See Notice Regarding Environmental Liability Immediately Above Signature Lines.**

95 6. Attorney's Approval. This Contract is subject to Buyer's and Seller's attorney's written
96 disapproval of this Contract on or before the inspection period listed in Paragraph 5A, or

97 within seven (7) business days of the final acceptance of this Contract, whichever is later. In
98 the absence of notice within the time specified, this provision shall be deemed waived and
99 this Contract shall remain in effect.

100 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
101 faith be carried out, this Contract shall become void and the earnest money shall be returned
102 to Buyer pursuant to the provisions of Paragraphs 10 and 17 hereof.

103 8. Closing. This transaction shall be closed on March 31, 2023 or on such date as mutually
104 agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-
105 clean condition and free of debris, both interior and exterior, **at time of closing.** The
106 premises shall be vacant at closing, unless it is (check if applicable):

- 107 Subject to tenant's lease terms submitted by Seller pursuant to Paragraph 5E; or
108 Subject to Occupancy Rider.

109 A final inspection of the real estate, fixtures, and personal property may be made by Buyer
110 within 48 hours prior to closing to determine whether the premises is in the same condition as
111 of the time Buyer entered into the Contract.

112 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
113 dues, and other similar items shall be prorated and credited along with security deposits and
114 prepaid items through date of closing. Tax prorations shall be based upon the actual tax bill if
115 known for a specific tax year; otherwise shall use the most recent assessment and exemption
116 information available and 105% of the most recent tax rate and shall be final as of closing.
117 Seller shall pay at closing all special assessments, special service area taxes, or fees or other
118 similar items charged against the premises approved, enacted or confirmed prior to date of
119 final acceptance of contract by a public body, private association or a Court.

120 10. ~~Seller warrants that Seller agrees to deliver possession of the premises and personal property in~~
121 ~~the same condition as it is at the date of this Contract, ordinary wear and tear excepted.~~
122 ~~Buyer acknowledges that Buyer has inspected the premises and personal property and is~~
123 ~~acquainted with its condition, and accepts the same in "AS IS" condition as of the time Buyer~~
124 ~~executed this Contract, except Seller warrants the heating (and air conditioning) equipment~~
125 ~~is being sold through a REALTOR listing and is being sold~~
126 ~~through a REALTOR listing and is being sold~~
127 ~~through a REALTOR listing and is being sold~~

128 11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer the
129 following: all heating, plumbing, electrical systems and fixtures; water heater; existing
130 storms and screens; attached and built-in cabinets and shelves; attached carpet; attached
131 mirrors; all planted vegetation; and the following: (Check or enumerate applicable items)

132 (furnaces), (air conditioners) (security system) (water heaters)
133 (water softeners) (water filtration systems)

134 Other items included: NONE.

135
136 Other items excluded: NONE.

137
138 Seller warrants there are no rented fixtures or equipment except: NONE.

139
140 12. ~~Seller warrants that Seller agrees to deliver possession of the premises and personal property in~~
141 ~~the same condition as it is at the date of this Contract, ordinary wear and tear excepted.~~
142 ~~Buyer acknowledges that Buyer has inspected the premises and personal property and is~~
143 ~~acquainted with its condition, and accepts the same in "AS IS" condition as of the time Buyer~~
144 ~~executed this Contract, except Seller warrants the heating (and air conditioning) equipment~~

145 and ~~any~~ ~~other~~ ~~mechanical~~ ~~electrical~~ ~~plumbing~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
146 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
147 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
148 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
149 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
150 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
151 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
152 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
153 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
154 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems,~~
155 ~~including~~ ~~air~~ ~~conditioning~~ ~~and~~ ~~refrigeration~~ ~~systems~~ ~~and~~ ~~any~~ ~~other~~ ~~mechanical~~ ~~and~~ ~~electrical~~ ~~equipment~~ ~~and~~ ~~systems.~~

156 If deleted pursuant to Paragraph 23B As Is: Seller's Initials ___ / ___ Buyer's Initials ___ / ___

157 13. Water System Evaluations. Seller shall provide to Buyer by _____ at Seller's expense:

158 A. An evaluation of the well and septic systems, where applicable, dated within 90 days of
159 closing including sampling of the well verifying that the water is bacteriologically safe, that
160 the nitrate level is within requirements approved by the State of Illinois, that the well and
161 septic systems meet with all applicable health department requirements and are in normal
162 operating condition without observable defects. The well and septic evaluations shall be
163 conducted by the local county health department or an Illinois licensed environmental health
164 practitioner in accordance with local health department requirements. If Seller does not
165 provide Buyer with satisfactory well and septic evaluations by the above date, then this
166 Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

167 B. A sanitary sewer connection Certificate of Compliance where required by local
168 ordinance. If Seller does not provide the Certificate of Compliance by the above date, then
169 this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.

170 C. Where applicable, a Cross Connection Certificate of Compliance relating to lawn and
171 building sprinkling systems dated within one year of the date of closing. If Seller does not
172 provide the Certificate of Compliance by the above date, then this Contract shall be voidable
173 at the option of Buyer as Buyer's exclusive remedy.

174 14. Hazardous Substances. **Seller warrants that (1) Seller has not conducted, authorized or**
175 **permitted the generation, transportation, storage, treatment or disposal at or from the**
176 **premises of any hazardous substance as defined by the Federal Emergency Planning**
177 **and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not**
178 **caused or allowed the release of any petroleum products on or from the premises prior**
179 **to closing. This warranty is specifically intended to survive the closing of this**
180 **transaction.**

181 15. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the
182 purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from
183 a title company with a closing office located in the county where the premises is located,
184 showing merchantable title subject only to the following permitted exceptions: a) all accrued
185 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and
186 occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d)
187 easements for the use of public utilities; e) roads and highways; f) existing leases and
188 tenancies approved by Buyer under Paragraph 5E, if any. None of these exceptions shall be
189 considered permitted exceptions if they are violated by the existing improvements or present
190 use of the premises or if they materially restrict the reasonable use of the premises. If Seller
191 cannot deliver merchantable title to Buyer at closing subject only to permitted exceptions,
192 this Contract shall be voidable at Buyer's option and the earnest money shall be returned to

- 193 Buyer.
- 194 16. Destruction of the Premises. If prior to delivery of deed or agreement for deed the
- 195 improvements on the premises shall be destroyed or materially damaged by fire or other
- 196 casualty, Buyer shall have the option of declaring this Contract void and receiving a refund
- 197 of earnest money paid, or of accepting the premises as damaged or destroyed, together with
- 198 the proceeds of any insurance payable as a result of the destruction or damage, which
- 199 proceeds Seller agrees to assign to Buyer.
- 200 17. Liquidated Damages. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
- 201 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
- 202 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
- 203 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
- 204 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
- 205 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
- 206 REASONABLE ATTORNEYS FEES AND COSTS.
- 207 18. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
- 208 19. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
- 209 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
- 210 stamped recordable ^{quit claim} deed or such other appropriate deed or agreement for deed as
- 211 required. At closing Seller shall convey merchantable title to the personal property to Buyer
- 212 or whomever Buyer may direct by Bill of Sale. The title company closing fee shall be paid
- 213 by a Buyer with a mortgage and shall be divided equally between the parties if Buyer has no
- 214 mortgage. The remainder of the purchase price or any further part of it then due shall be paid
- 215 and all documents required by the transaction shall be signed and delivered.
- 216 20. Governmental Compliance. The parties agree to comply with the following federal or state
- 217 acts when applicable:
- 218 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
- 219 B. Federal Real Estate Settlement Procedures Act (RESPA); and
- 220 C. Illinois Good Funds Act.
- 221 21. Notices. All required notices shall be in writing and shall be served directly upon any one of
- 222 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
- 223 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
- 224 address has been furnished by the recipient or is shown on this Contract. Notices shall be
- 225 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
- 226 transmission regardless of the time of actual receipt by the other party, or their attorney, or
- 227 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
- 228 notice to eliminate contingency shall be required pursuant to Paragraph 5D of this Contract.
- 229 For purposes of execution of this Contract and providing subsequent notices, including
- 230 contingency removals, any electronically signed document or document transmitted by FAX
- 231 or e-mail shall be treated as an original document. Business days are defined as Monday
- 232 through Friday excluding federal holidays.
- 233 22. Entire Agreement. Following execution by the last party, this Contract shall be deemed
- 234 effective only upon delivery to the other party, as provided for notices in the preceding
- 235 paragraph. This document represents the entire agreement and shall be binding upon the
- 236 parties, their heirs, successors, and assigns.

237 **23.Optional Standard Clauses.** The following Optional Standard Clauses shall apply only if
 238 Seller's Buyer's initialed by all parties: **(Identify applicable clauses and initial,**
 239 Initials Initials **complete, and make applicable deletions)**
 240 ___/___ ___/___ A. Cancellation of Prior Contract. This Contract is subject to the cancellation
 241 of Seller's prior contract by _____.
 242 ___/___ ___/___ B. As Is. Buyer accepts the premises in all respects (except well and septic
 243 systems) in "AS IS" condition as of date of Contract and waives the
 244 provisions of Paragraph 12 hereof. **(Delete Paragraph 12 and initial**
 245 **deletion - does not affect Paragraph 13.)**
 246 ___/___ ___/___ C. Repair Rider is incorporated by reference.
 247 ___/___ ___/___ D. Flood Certification. (For use with cash or Seller financed transactions
 248 only.) This Contract is subject to Buyer obtaining within seven (7)
 249 business days of the acceptance of this Contract, a determination that the
 250 premises are not located in a FEMA designated special flood hazard ("A
 251 Zone") area or this Contract shall be void.
 252 ___/___ ___/___ E. Survey Rider is incorporated by reference.
 253 ___/___ ___/___ F. Occupancy Rider is incorporated by reference - Also see Paragraph 8.
 254 ___/___ ___/___ G. Condo Rider is incorporated by reference.
 255 ___/___ ___/___ H. Short Sale Rider is incorporated by reference.
 256 ___/___ ___/___ I. Agreement for Deed Rider is incorporated by reference.
 257 ___/___ ___/___ J. Tax-Deferred Exchange. The parties agree to cooperate in the completion
 258 of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue
 259 Code; provided, however, that no party shall be required to accept conveyance of and re-convey
 260 other premises unless specifically agreed to in writing by them. A party's rights under this
 261 Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker"
 262 exchange.

263 **NOTICE TO PARTIES**

264 **BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL**
 265 **AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN**
 266 **THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION**
 267 **OF THE SELLER, BUYER, OR REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE**
 268 **THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL**
 269 **PRIOR TO THE EXECUTION OF THIS AGREEMENT.**

270 *****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

271 **BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OF**
 272 **REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE**
 273 **SUBJECT TO FEDERAL AND/OR STATE ENVIRONMENTAL REGULATIONS, SELLERS AND**
 274 **BUYERS ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING**
 275 **A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND**
 276 **REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF**
 277 **ENVIRONMENTAL LIABILITY RISKS.**

278 Dated: _____ and to be accepted by: _____

279 BUYER: Rock Valley College BY: _____

280 Presented to Seller _____ (date) Seller's Initials: ___/___

281 Countered: _____ with counteroffer to be accepted by: _____

282 SELLER: County of Winnebago BY: _____

283 Date of Final Acceptance & Delivery: _____ **(Insert after all terms and conditions**
 284 **have been agreed upon)**

285 Escrowee acknowledges receipt of the earnest money (Cash/Check/Note):

286 ESCROWEE: _____

**ADDENDUM TO CONTRACT FOR PURCHASE AND SALE FOR PROPERTIES:
720 CHESTNUT ST., 705 GREEN ST., AND PARKING LOTS (318 S. ROCKTON AVE.,
314 S. ROCKTON AVE., AND 308 S. ROCKTON AVE).**

This Addendum to Contract for Purchase and Sale for Properties: 720 Chestnut St., Rockford, IL 61102; 705 Green St., Rockford, IL 61102 and Parking Lots (318 S. Rockton Ave., Rockford, IL 61102, 314 S. Rockton Ave., Rockford, IL 61102 and 308 S. Rockton Ave., Rockford, IL 61102) (referred to collectively as the "Properties") (the "Addendum") is made and entered into as of this day of March ____, 2023, by and between County of Winnebago, an Illinois body politic and corporate ("Seller"), and the proposed buyer, Rock Valley College ("Buyer" and referred to collectively with Seller as the "Parties").

WHEREAS, in conjunction with executing this Addendum, the Parties shall enter into a standard Contract for Purchase and Sale of the Properties ("Contract"); and

WHEREAS, the Parties hereby seek to add a contingency to Section 5.G. of the Contract relating to the Buyer's purchase of nearby real estate; and

WHEREAS, the Parties seek to incorporate and modify the Survey Rider relating to a survey for the Properties; and

WHEREAS, Parties seek to incorporate the following amendments as set forth in this Addendum to the Contract:

NOW, THEREFORE, the Seller and Buyer do hereby amend the Contract as follows:

1. **Premises.** Section 3 of the Contract shall be amended to add the following:

3. **Premises.** Offers to purchase the following described real estate situated in Winnebago County, Illinois, commonly known as:

- 720 Chestnut St., Rockford, IL 61102, P.I.N. # 11-22-404-001, WEST ROCKFORD SUB ½ VAC ALLEY BY 84-26-1565 ADJ LOTS 1 THRU 5 & ALL LOTS 1 THRU 005 BLOCK 046);
- 705 Green St., Rockford, IL 61102, P.I.N. #11-22-404-003 (LEAVITTS WEST ROCKFORD SUB E1/2 VAC ALLEY BY 84-26-1565 ADJ LTS 6 THRU 10 & (EXC THAT PT TO CITY BY 06-17959) ALL LOTS 6 THRU 10 BLK 46); and,
- Parking Lot
 - 318 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-007 (WEST ROCKFORD SLY 33 FT LOT 003 BLOCK 039);
 - 314 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-006 (WEST ROCKFORD NLY 33 FT LOT 003 BLOCK 039);
 - 308 S. Rockton Ave., Rockford, IL, P.I.N. #11-22-476-005 (WEST ROCKFORD LOT 002 BLOCK 039).

2. **Purchase Price.** Section 4 of the Contract shall be amended to reflect the purchase price as follows:

4. **Purchase Price.** The total purchase price for the Properties is \$350,000.00, but each property shall be separately valued as follows for purposes of obtaining title insurance:

- a. 720 Chestnut St., Rockford, IL: \$200,000.
- b. 705 Green St., Rockford, IL: \$100,000.

- c. Parking Lot (318 S. Rockton Ave., Rockford, IL 61102, 314 S. Rockton Ave., Rockford, IL 61102 and 308 S. Rockton Ave., Rockford, IL 61102): \$50,000.

All other terms in Section 4 shall be stricken.

3. **Real Estate Purchase Contingency.** Section 5.G. of the Contract shall be added as follows:

5.G. **Purchase of Additional Property.** Buyer shall complete and close on the purchase of each of the following properties by twenty-one (21) days after the date listed in Section 4.b. of this Addendum ("Winnebago St. Properties"):

- 327 S. Winnebago St., Rockford, Illinois 61102, P.I.N.# 11-22-476-013 (-009-008) (WEST ROCKFORD AND S 50FT LOT 7 + ALL LOT 006 BLOCK 039) and,
- 428 S. Winnebago St., Rockford, Illinois 61102, P.I.N #11-22-477-003 (WEST ROCKFORD ALL LOT 005 BLOCK 034).

Buyer is already under contract for the purchase and sale for the Winnebago St. Properties. Buyer and Seller shall work in good faith to schedule the closing of this transaction so that it occurs simultaneously with Buyer's purchases of the Winnebago St. Properties. In the event that the Buyer does not close on the Winnebago St. Properties for whatever reason, Buyer shall have the right to terminate this Contract and all earnest money shall be returned.

The Parties agree that Seller shall have one (1) year from final Board approval, to vacate the property located at 720 Chestnut Street, Rockford IL. The timeframe may be extended by mutual agreement of the Parties.

4. **Survey.** The Buyer shall, at its own expense obtain a survey of the Properties as set forth below:
 - a. Buyer shall be responsible for providing and paying for the survey;
 - b. Buyer shall have until March 10, 2023, to complete the survey and shall thereafter have fourteen (14) days after receipt of the survey to examine and review the survey and to notify the Seller of any objections to the survey.
 - c. Buyer shall have the right to object to any matters shown on the survey which would prohibit construction of a reasonable commercial use building on the Property, including but not limited to any easements for public utilities. If the Seller is not able to cure or insure over any of the Buyer's objections, the Buyer shall have the right to terminate the Contract.
5. **Title Insurance.** Section 15 of the Contract shall be modified to add the following:

15. **Title Insurance.** Seller shall furnish a current title insurance commitment for each of the Properties as provided in Section 1 of this Addendum in the amount of the corresponding purchase price as provided in Section 2 of this Addendum, to Buyer prior to Closing and final policies thereafter, at Seller's expense. The cost and expense of any endorsements to the title policy requested by the Buyer shall be borne by the Buyer.

6. **Seller Representations and Warranties.** Seller hereby represents and warrants that the following are true and correct in all material respects:
 - a. Seller has full right to enter into this Agreement and to perform Seller's obligations contemplated herein. This Agreement has been duly and validly executed and delivered by Seller and constitutes Seller's valid and binding obligation, enforceable against Seller in accordance with its terms.
 - b. To the best of Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received notice of any eminent domain or private purchase in lieu of such

proceeding that would materially adversely affect the Property, and which has not been completed.

- c. To the best of Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received notice of any action, suit or proceeding pending or expressly threatened in writing against Seller or the Property that would materially adversely affect Seller's ability to perform its obligations under this Agreement.
 - d. To the best of Seller's knowledge, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.
 - e. To the best of Seller's actual knowledge, there are no leases or other agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof.
 - f. To the best of Seller's knowledge, during Seller's period of ownership of the Property, Seller has not received any notice advising or alleging that the Property and the use and operation thereof are not in compliance with any applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses or permits, that has not been cured, released or resolved. To Seller's knowledge, the Property and the use and operation thereof are in compliance with all applicable municipal and other governmental laws, ordinances, rules, regulations, codes, licenses or permits.
 - g. Seller is not an applicant for, nor does Seller have actual knowledge of, any pending proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have a material adverse impact on the value of the Property or the use thereof.
 - h. There presently are not pending, and the Seller has not received written notice of any special assessments of any nature with respect to the Property.
7. **Board Approval.** Section 25 of the Contract shall be added as follows:

25. **Board Approval.** The Parties agree that this Contract and Addendum are subject to final approval by the Winnebago County Board and the Rock Valley College Board of Trustees. In the event that either board does not approve this Contract and Addendum, either Party may terminate this Contract.

<signature page follows>

IN WITNESS WHEREOF, the parties to this Addendum to Contract for Purchase and Sale have hereunto executed on the date last written below.:

County of Winnebago, Illinois (Seller):

Rock Valley College (Buyer):

By: Joseph V. Chiarelli
Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

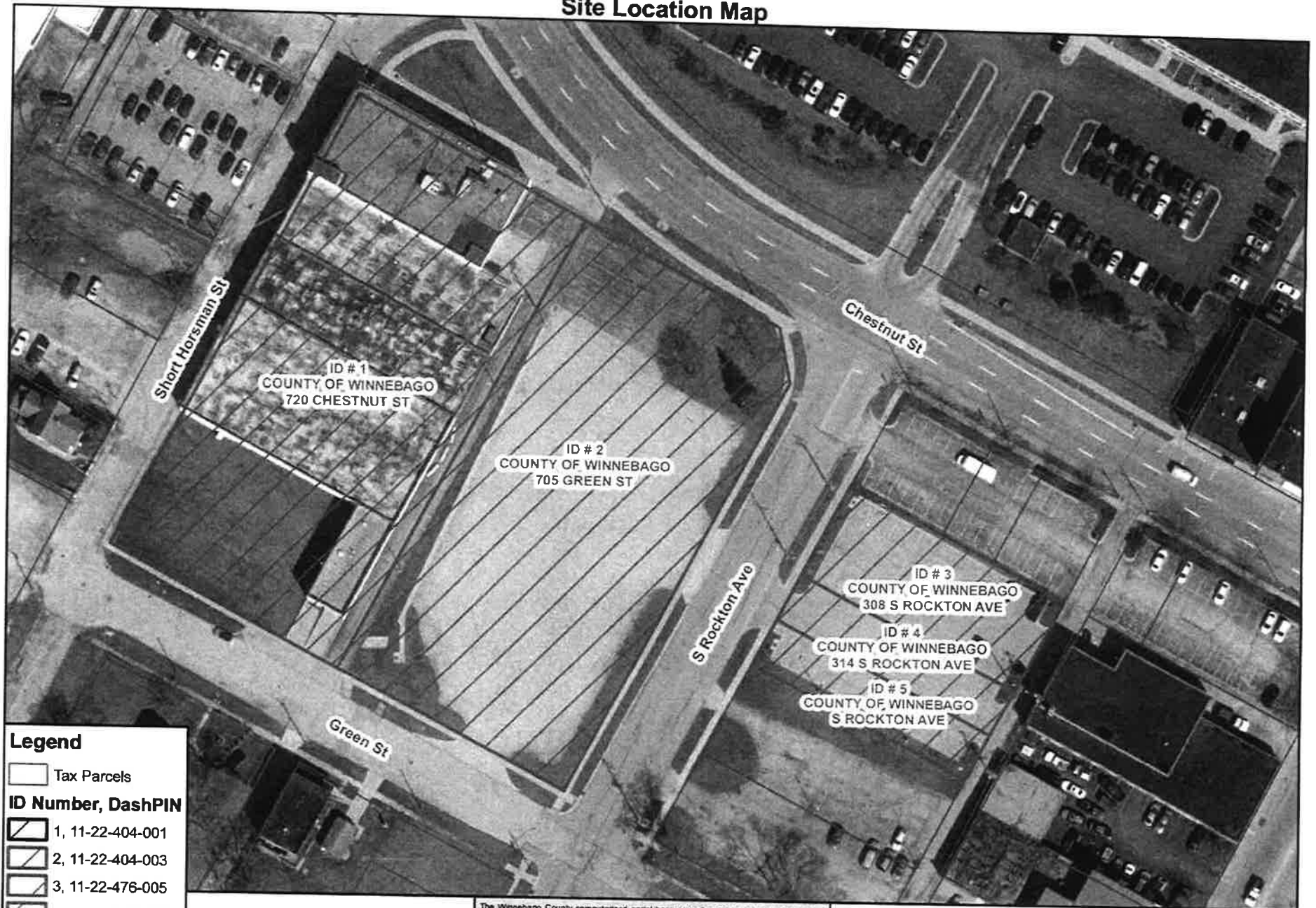
By: _____

Date: 3/13/2023

Date: _____

Attest: _____
Lori Gummow
Winnebago County Clerk

Site Location Map



Legend

□ Tax Parcels

ID Number, DashPIN

▨ 1, 11-22-404-001

▨ 2, 11-22-404-003

▨ 3, 11-22-476-005

▨ 4, 11-22-476-006

▨ 5, 11-22-476-007

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 80 feet



Date: 2/24/2023

**RESOLUTION TO PURCHASE REAL PROPERTY
OWNED BY LANDMARK PRINTING CO.**

WHEREAS, the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson and Ogle, State of Illinois (the "Board"), desires to purchase property at 327 S. Winnebago St. in Rockford, Illinois, currently owned by Landmark Printing Co. (the "Property") as described in the Contract for Purchase and Sale, attached hereto as Exhibit A; and

WHEREAS, the Board is authorized pursuant to Section 3-36 of the Public Community College Act, 110 ILCS 805/3-36, to buy a site for college purposes; and

WHEREAS, the Board has determined that it is in the best interest of Rock Valley College to acquire the above-referenced Property.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of Community College District No. 511, Counties of Winnebago, Boone, DeKalb, McHenry, Stephenson and Ogle, State of Illinois, as follows:

SECTION 1. The preamble recitals of this Resolution are hereby adopted as if fully set forth herein.

SECTION 2. The Board hereby approves the purchase the Property described in the Contract for Purchase and Sale attached hereto as Exhibit A and as further described as:

327 S. Winnebago St., Rockford, Illinois 61102, P.I.N.# 11-22-476-013 (-009-008) (WEST ROCKFORD AND S 50FT LOT 7 + ALL LOT 006 BLOCK 039)

SECTION 3. The Board hereby approves the Contract for Purchase and Sale, and its attached Addendum and Second Addendum, in substantially the same form as attached hereto as Exhibit A, and made a part hereof.

SECTION 4. The Board hereby authorizes and directs its President and President's designee to execute the Contract for Purchase and Sale, its attached addenda, and/or any and all other required documents and instruments, and take any and all other required actions, to complete this transaction.

SECTION 5. This Resolution shall be in full force and effect immediately upon its passage.

Adopted this 28th day of March, 2023 by the following vote.

AYES:

NAYS:

ABSENT:

Chairperson, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA" AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR" CONTRACT FOR PURCHASE AND SALE

For Use with Existing Commercial and Industrial Buildings (Not to Include the Sale of a Business)

(Complete All Blanks and Delete Inapplicable Language)

LISTING OFFICE: KEY REALTY, INC. Phone: 815-713-1100
Listing Broker: BOB MANDALA Broker Number:
Email: BOB.MANDALA@YAHOO.COM Phone: 815-621-4795 Fax:
Seller's Attorney: DAN HUNTLEY Phone: 815-987-8980
Email: DHUNTLEY@WILMAC.COM Fax:
SELLING OFFICE: GAMBINO REALTORS Phone: 815-282-2222
Selling Broker: BRAD BENEDICT Broker Number: 9342
Email: BRAD@BRADBENEDICT.COM Phone: 815-988-4286 Fax:
Buyer's Attorney: Phone:
Email: Fax:

Designated agents of the Listing Broker are agents of the Seller. Designated agents of the Selling Broker are agents of the Buyer unless a dual agency agreement is signed.

CONFIRMATION OF CONSENT TO DUAL AGENCY

The undersigned confirm that they have previously consented to Licensee, acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document. Seller's Initials: / Buyer's Initials: /

- 1. Seller. To: (SELLER) LANDMARK PRINTING CO. Email: Phone: of 327 S. WINNEBAGO ST., ROCKFORD, IL 61102 (Address & Zip Code)
2. Buyer. The Undersigned (BUYER) LLC TO BE NAMED Email: Phone: of (Address & Zip Code)
3. Premises. Offers to purchase the following described real estate situated in (Winnebago) County, Illinois, commonly known as: 327 S. WINNEBAGO ST. ROCKFORD, IL 61102 Property I.D.#: 11-22-476-013, -009, -008 and legally described as: TO BE PROVIDED

4. Purchase Price. And to pay you \$250,500.00 being a commercial/industrial premises. with \$5,000.00 as earnest money (a minimum of 5% of the purchase price is recommended) to be tendered by Buyer no later than one business day following the date of the accepted Contract (which earnest money shall be increased to a total of \$ within one business day following the expiration of the Attorney Approval period as set forth in Paragraph 6 herein) to be applied to the purchase price; (if Contract is not subject to 5B financing contingency, Buyer will furnish written verification of funds to close from a financial institution within FIVE business days of acceptance of this Contract).

- 5. Contingencies. Buyer's obligations pursuant to this Contract are contingent upon the following:
A. Inspection. Buyer's inspection, which may include, but shall not be limited to, radon, mold, pest, mechanical, or structural inspections, at Buyer's expense. Seller shall arrange for all utilities to be on at the time of inspection. The inspection shall cover only major

49 components of the real estate, including but not limited to, heating and cooling systems,
50 plumbing and well system, electrical system, roof, walls, windows, ceilings, floors,
51 appliances and foundation. If Buyer notifies Seller on or before FEB. 20, 2023 that the
52 results of the inspection are unacceptable to Buyer, this Contract shall be void. If Buyer does
53 not notify Seller by said date that the results of the inspection are unacceptable to Buyer, this
54 provision shall be deemed waived and this Contract shall remain in effect.

55 **B. Financing.** Obtain by _____, a written mortgage loan commitment
56 containing the following terms: loan amount not less than _____ % of the purchase price due in
57 not less than _____ years amortized over _____ years with (Fixed) (Adjustable) interest at not
58 more than _____ % per year and lender required flood insurance premiums not to exceed
59 \$_____ per year, or containing other terms acceptable to Buyer. Buyer shall provide to
60 Seller by the above date a copy of the Lender's loan commitment or upon Seller's request
61 will provide a denial letter if available from Buyer's lender. The issuance of a commitment
62 containing the above-specified terms or Buyer's written acceptance of a commitment
63 containing other terms shall satisfy this contingency. Seller agrees to pay Buyer's closing
64 costs not exceeding \$_____ (to include all costs paid to third parties in connection with
65 the closing, prepaid mortgage interest, insurance and tax reserve deposits).

66 **C. Appraisal.** Obtain by _____, an appraisal prepared by an Illinois
67 licensed appraiser indicating the value of the premises to be equal to or greater than the
68 purchase price.

69 **D. Sale of Property.** (Enter into a contract for the sale of property for not less than
70 \$_____ or a lesser amount as is accepted by _____ and) complete the sale of
71 property in which Buyer now has an interest located at _____

72 _____ on or before _____. Seller reserves the right to
73 accept another bona fide offer subject to the rights of Buyer under this Contract. In the event
74 Seller accepts another bona fide offer, Seller shall deliver a notice to eliminate contingency
75 to Buyer. Within 72 hours of receipt of such notice, Buyer shall deliver written notice to
76 Seller of removal of this contingency and all other Buyer contingencies AND (a) provide a
77 written commitment for a non-contingent bridge loan, OR (b) provide evidence of available
78 funds sufficient to allow Buyer to complete the transaction, or this Contract shall be void.

79 **E. Document Review.** Review the following documents to be delivered by Seller by the
80 date below (insert date if applicable):

81 _____ Copy of written leases/rental agreements, terms of any oral leases, or options to
82 renew/options to purchase;

83 _____ List of tenants, monthly rental and security deposits;

84 _____ Estoppel certificates from lessee(s) of the premises confirming the terms of the
85 lease(s) and the status thereof;

86 _____ Written confirmation from zoning authority that the premises are presently
87 zoned _____ and present use is (conforming) (legally non-conforming);

88 Unless Buyer gives written notice within five business days of the date listed above that the
89 information furnished is not acceptable to Buyer, this Contract shall remain in effect.

90 **F. Environmental Assessment.** Obtain by FEB. 10, 2023 _____ a written Phase I
91 environmental site assessment report conducted pursuant to current U.S. EPA, Illinois EPA
92 and ASTM standards, at (Seller's)(Buyer's) expense and unless such assessment report is
93 disapproved by Buyer in writing by FEB. 20, 2023, this Contract shall remain in effect.

94 **See Notice Regarding Environmental Liability Immediately Above Signature Lines.**

95 6. **Attorney's Approval.** This Contract is subject to Buyer's and Seller's attorney's written
96 disapproval of this Contract on or before the inspection period listed in Paragraph 5A, or

97 within seven (7) business days of the final acceptance of this Contract, whichever is later. In
98 the absence of notice within the time specified, this provision shall be deemed waived and
99 this Contract shall remain in effect.

- 100 7. Failure of Contingency. Except as otherwise provided, if any contingency cannot in good
101 faith be carried out, this Contract shall become void and the earnest money shall be returned
102 to Buyer pursuant to the provisions of Paragraphs 10 and 17 hereof.
- 103 8. Closing. This transaction shall be closed on _____ or on such date as mutually
104 agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-
105 clean condition and free of debris, both interior and exterior, at time of closing. The
106 premises shall be vacant at closing, unless it is (check if applicable):

- 107 Subject to tenant's lease terms submitted by Seller pursuant to Paragraph 5E; or
108 Subject to Occupancy Rider.

109 A final inspection of the real estate, fixtures, and personal property may be made by Buyer
110 within 48 hours prior to closing to determine whether the premises is in the same condition as
111 of the time Buyer entered into the Contract.

- 112 9. Prorations and Credits. Rents, utilities, pre-paid service contracts, property taxes, association
113 dues, and other similar items shall be prorated and credited along with security deposits and
114 prepaid items through date of closing. Tax prorations shall be based upon the actual tax bill if
115 known for a specific tax year; otherwise shall use the most recent assessment and exemption
116 information available and 105% of the most recent tax rate and shall be final as of closing.
117 Seller shall pay at closing all special assessments, special service area taxes, or fees or other
118 similar items charged against the premises approved, enacted or confirmed prior to date of
119 final acceptance of contract by a public body, private association or a Court.

- 120 10. Earnest Money. The earnest money shall be held by UNITED TITLE CO., referred to
121 as "Escrowee," for the mutual benefit of the parties in a non-interest bearing account. If an
122 earnest money dispute arises, Escrowee shall be authorized to release the earnest money
123 ONLY upon written direction executed by all parties or order of Court; **provided, however,**
124 **in the event the premises is being sold through a RAAR listing and a dispute solely**
125 **involving earnest money arises, the parties agree to submit the dispute to binding**
126 **arbitration if available through RAAR under arbitration rules and procedures**
127 **approved by RAAR and WCBA.**

- 128 11. Personal Property. Seller warrants that Seller owns and agrees to transfer to Buyer the
129 following: all heating, plumbing, electrical systems and fixtures; water heater; existing
130 storms and screens; attached and built-in cabinets and shelves; attached carpet; attached
131 mirrors; all planted vegetation; and the following: (Check or enumerate applicable items)
132 (furnaces), (air conditioners) (security system) (water heaters)
133 (water softeners) (water filtration systems)

134 Other items included: NONE

135 _____
136 Other items excluded: NONE

137 _____
138 Seller warrants there are no rented fixtures or equipment except: NONE

- 139 _____
140 12. Seller Warranty. Seller agrees to deliver possession of the premises and personal property in
141 ~~the same condition as it is at the date of this Contract, ordinary wear and tear excepted.~~
142 ~~Buyer acknowledges that Buyer has inspected the premises and personal property and is~~
143 ~~acquainted with its condition, and accepts the same in "AS IS" condition as of the time Buyer~~
144 ~~executed this Contract, except Seller warrants the heating (and air conditioning) equipment.~~

145 and systems, water heater, (water softener), plumbing and electrical equipment and systems,
146 kitchen appliances, and where applicable (septic system), (well), and (sprinkling system), to
147 be in normal operating condition as of possession transfer. A system shall be deemed to be
148 in normal operating condition if it performs the function for which it is intended regardless of
149 age and does not constitute a threat to health or safety. Unless written notice of breach of
150 warranty is delivered by Buyer to Seller prior to possession transfer, this warranty will be
151 conclusively deemed to have been satisfied; provided, however, that Buyer shall have six (6)
152 months after possession transfer to provide written notice to Seller of any defect existing as
153 of possession transfer in the heating (and air conditioning) equipment and systems, (septic
154 system), or (sprinkling system) if said equipment could not be tested by Buyer at the time of
155 any inspection conducted in conjunction with this Contract.

156 If deleted pursuant to Paragraph 23B As Is: Seller's Initials [Signature] Buyer's Initials [Signature] ←

- 157 13. Water System Evaluations. Seller shall provide to Buyer by FEB. 10, 2023 at Seller's expense:
- 158 A. An evaluation of the well and septic systems, where applicable, dated within 90 days of
159 closing including sampling of the well verifying that the water is bacteriologically safe, that
160 the nitrate level is within requirements approved by the State of Illinois, that the well and
161 septic systems meet with all applicable health department requirements and are in normal
162 operating condition without observable defects. The well and septic evaluations shall be
163 conducted by the local county health department or an Illinois licensed environmental health
164 practitioner in accordance with local health department requirements. If Seller does not
165 provide Buyer with satisfactory well and septic evaluations by the above date, then this
166 Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.
- 167 B. A sanitary sewer connection Certificate of Compliance where required by local
168 ordinance. If Seller does not provide the Certificate of Compliance by the above date, then
169 this Contract shall be voidable at the option of Buyer as Buyer's exclusive remedy.
- 170 C. Where applicable, a Cross Connection Certificate of Compliance relating to lawn and
171 building sprinkling systems dated within one year of the date of closing. If Seller does not
172 provide the Certificate of Compliance by the above date, then this Contract shall be voidable
173 at the option of Buyer as Buyer's exclusive remedy.
- 174 14. Hazardous Substances. Seller warrants that (1) Seller has not conducted, authorized or
175 permitted the generation, transportation, storage, treatment or disposal at or from the
176 premises of any hazardous substance as defined by the Federal Emergency Planning
177 and Community Right to Know Act of 1986, and (2) Seller is not aware of and has not
178 caused or allowed the release of any petroleum products on or from the premises prior
179 to closing. This warranty is specifically intended to survive the closing of this
180 transaction.
- 181 15. Title Insurance. Seller shall furnish current title insurance commitment in the amount of the
182 purchase price to Buyer prior to closing, and final policy thereafter, at Seller's expense, from
183 a title company with a closing office located in the county where the premises is located,
184 showing merchantable title subject only to the following permitted exceptions: a) all accrued
185 taxes, fees and special assessments credited to Buyer at closing; b) building setbacks, use and
186 occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d)
187 easements for the use of public utilities; e) roads and highways; f) existing leases and
188 tenancies approved by Buyer under Paragraph 5E, if any. None of these exceptions shall be
189 considered permitted exceptions if they are violated by the existing improvements or present
190 use of the premises or if they materially restrict the reasonable use of the premises. If Seller
191 cannot deliver merchantable title to Buyer at closing subject only to permitted exceptions,
192 this Contract shall be voidable at Buyer's option and the earnest money shall be returned to

- 193 Buyer.
- 194 16. Destruction of the Premises. If prior to delivery of deed or agreement for deed the
- 195 improvements on the premises shall be destroyed or materially damaged by fire or other
- 196 casualty, Buyer shall have the option of declaring this Contract void and receiving a refund
- 197 of earnest money paid, or of accepting the premises as damaged or destroyed, together with
- 198 the proceeds of any insurance payable as a result of the destruction or damage, which
- 199 proceeds Seller agrees to assign to Buyer.
- 200 17. Liquidated Damages. SHOULD BUYER FAIL TO PERFORM THIS CONTRACT
- 201 PROMPTLY IN THE TIME AND MANNER SPECIFIED, THE EARNEST MONEY
- 202 SHALL BE FORFEITED BY BUYER AS LIQUIDATED DAMAGES SUBJECT TO THE
- 203 PROVISIONS OF PARAGRAPH 10, AS SELLER'S EXCLUSIVE REMEDY, AND THIS
- 204 CONTRACT SHALL BE VOID. IN ANY ACTION TO ENFORCE THE TERMS OF
- 205 THIS CONTRACT, THE PREVAILING PARTY SHALL BE ENTITLED TO
- 206 REASONABLE ATTORNEYS FEES AND COSTS.
- 207 18. Time of the Essence. Time is of the essence of the terms and conditions of this Contract.
- 208 19. Closing Documents and Funds. At closing Seller shall convey merchantable title to the
- 209 premises, subject to permitted exceptions, to Buyer or whomever Buyer may direct by
- 210 stamped recordable warranty deed or such other appropriate deed or agreement for deed as
- 211 required. At closing Seller shall convey merchantable title to the personal property to Buyer
- 212 or whomever Buyer may direct by Bill of Sale. The title company closing fee shall be paid
- 213 by a Buyer with a mortgage and shall be divided equally between the parties if Buyer has no
- 214 mortgage. The remainder of the purchase price or any further part of it then due shall be paid
- 215 and all documents required by the transaction shall be signed and delivered.
- 216 20. Governmental Compliance. The parties agree to comply with the following federal or state
- 217 acts when applicable:
- 218 A. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing;
- 219 B. Federal Real Estate Settlement Procedures Act (RESPA); and
- 220 C. Illinois Good Funds Act.
- 221 21. Notices. All required notices shall be in writing and shall be served directly upon any one of
- 222 the parties to whom the notice is directed, or the party's real estate brokers or attorneys, by
- 223 (a) personal delivery, (b) regular or express mail, (c) FAX machine, or (d) e-mail if an e-mail
- 224 address has been furnished by the recipient or is shown on this Contract. Notices shall be
- 225 deemed satisfactorily delivered at the time of personal delivery, mailing, FAX, or e-mail
- 226 transmission regardless of the time of actual receipt by the other party, or their attorney, or
- 227 real estate broker, except that actual receipt by Buyer, Buyer's broker, or attorney of the
- 228 notice to eliminate contingency shall be required pursuant to Paragraph 5D of this Contract.
- 229 For purposes of execution of this Contract and providing subsequent notices, including
- 230 contingency removals, any electronically signed document or document transmitted by FAX
- 231 or e-mail shall be treated as an original document. Business days are defined as Monday
- 232 through Friday excluding federal holidays.
- 233 22. Entire Agreement. Following execution by the last party, this Contract shall be deemed
- 234 effective only upon delivery to the other party, as provided for notices in the preceding
- 235 paragraph. This document represents the entire agreement and shall be binding upon the
- 236 parties, their heirs, successors, and assigns.

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23. Optional Standard Clauses. The following Optional Standard Clauses shall apply only if Seller's Buyer's initialed by all parties: (Identify applicable clauses and initial, complete, and make applicable deletions)

Initials	Initials	
/	/	A. <u>Cancellation of Prior Contract.</u> This Contract is subject to the cancellation of Seller's prior contract by _____
<i>[Signature]</i>	<i>[Signature]</i>	B. <u>As Is.</u> Buyer accepts the premises in all respects (except well and septic systems) in "AS IS" condition as of date of Contract and waives the provisions of Paragraph 12 hereof. (Delete Paragraph 12 and initial deletion - does not affect Paragraph 13.)
/	/	C. <u>Repair Rider</u> is incorporated by reference.
/	/	D. <u>Flood Certification.</u> (For use with cash or Seller financed transactions only.) This Contract is subject to Buyer obtaining within seven (7) business days of the acceptance of this Contract, a determination that the premises are not located in a FEMA designated special flood hazard ("A Zone") area or this Contract shall be void.
<i>[Signature]</i>	<i>[Signature]</i>	E. <u>Survey Rider</u> is incorporated by reference.
/	/	F. <u>Occupancy Rider</u> is incorporated by reference - Also see Paragraph 8.
/	/	G. <u>Condo Rider</u> is incorporated by reference.
/	/	H. <u>Short Sale Rider</u> is incorporated by reference.
/	/	I. <u>Agreement for Deed Rider</u> is incorporated by reference.
/	/	J. <u>Tax-Deferred Exchange.</u> The parties agree to cooperate in the completion of a tax-deferred exchange in accordance with the applicable provisions of the Internal Revenue Code; provided, however, that no party shall be required to accept conveyance of and re-convey other premises unless specifically agreed to in writing by them. A party's rights under this Contract, however, may be assigned to a qualified third party escrowee to accomplish a "Starker" exchange.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER, BUYER, OR REAL ESTATE BROKER. THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH SEPARATE LEGAL COUNSEL PRIOR TO THE EXECUTION OF THIS AGREEMENT.

*****NOTICE REGARDING ENVIRONMENTAL LIABILITY*****

BECAUSE OF THE RISK OF SUBSTANTIAL LIABILITIES RESULTING FROM THE OWNERSHIP OF REAL ESTATE THAT MAY BE AFFECTED BY ENVIRONMENTAL DEFECTS OR OTHERWISE SUBJECT TO FEDERAL AND/OR STATE ENVIRONMENTAL REGULATIONS, SELLERS AND BUYERS ARE ADVISED TO CONSULT THEIR RESPECTIVE ATTORNEYS PRIOR TO EXECUTING A CONTRACT FOR PURCHASE AND SALE, REGARDING SUCH LIABILITY RISKS AND REGARDING ADDITIONAL CONTRACT LANGUAGE ADDRESSING THE ASSESSMENT OF ENVIRONMENTAL LIABILITY RISKS.

Dated: 1/26/2023 and to be accepted by: 1/31/2023
BUYER: *[Signature]* BY: *[Signature]*
Presented to Seller 1-27-23 (date) Seller's Initials: *[Signature]*
Countered: *[Signature]* with counteroffer to be accepted by: _____
SELLER: *[Signature]* BY: _____
Date of Final Acceptance & Delivery: 1-27-23 (Insert after all terms and conditions have been agreed upon)
Escrowee acknowledges receipt of the earnest money (Cash/Check/Note):
ESCROWEE: _____

ADDENDUM TO CONTRACT FOR PURCHASE AND SALE FOR 327 S. WINNEBAGO ST.

This Addendum to Contract for Purchase and Sale for 327 S. Winnebago St., Rockford, IL 61102 (the "Addendum") is made and entered into as of this day of January 27, 2023, by and between Landmark Printing Co. ("Seller"), and the proposed buyer, a limited liability company to be named later ("Buyer" and referred to collectively with Seller as the "Parties").

WHEREAS, in conjunction with executing this Addendum, the Parties shall enter into a standard Contract for Purchase and Sale of 327 S. Winnebago St., Rockford, IL 61102 ("Contract"); and

WHEREAS the Parties hereby seek to add a contingency to Section 5.G. of the Contract relating to the Buyer's purchase of nearby real estate; and

WHEREAS, the Parties seek to incorporate and modify the Survey Rider relating to a survey for the property at 327 S. Winnebago St., Rockford, IL ("the Property")

NOW, THEREFORE, the Seller and Buyer do hereby amend the bid and Contract as follows:

1. **Real Estate Purchase Contingency.** Section 5.G. of the Contract shall be added as follows:

G. Purchase of Additional Property. Buyer shall complete and close on the purchase of each of the following properties by twenty-one (21) days after the date listed in Paragraph 2.b. of this Addendum:

- 428 S. Winnebago, Rockford, IL (WEST ROCKFORD ALL LOT 005 BLOCK 034);
- 720 Chestnut ST., Rockford, IL (WEST ROCKFORD SUB ½ VAC ALLEY BY 84-26-1565 ADJ LOTS 1 THRU 5 & ALL LOTS 1 THRU 005 BLOCK 046);
- 705 Green St., Rockford, IL (LEAVITTS WEST ROCKFORD SUB E1/2 VAC ALLEY BY 84-26-1565 ADJ LTS 6 THRU 10 & (EXC THAT PT TO CITY BY 06-17959) ALL LOTS 6 THRU 10 BLK 46);
- Parking Lot
 - S. Rockton Ave., Rockford, IL (WEST ROCKFORD SLY 33 FT LOT 003 BLOCK 039);
 - 314 S. Rockton Ave., Rockford, IL (WEST ROCKFORD NLY 33 FT LOT 003 BLOCK 039);
 - 308 S. Rockton Ave., Rockford, IL (WEST ROCKFORD LOT 002 BLOCK 039).

Buyer has already submitted offers to purchase these properties to the owners of such properties. In the event that the owners of such properties accept Buyer's offers, or any subsequent offers from Buyer, Buyer and Seller shall work in good faith to schedule the closing of this transaction so that it occurs simultaneously with Buyer's purchase of the aforementioned properties. In the event that any of the owners of such properties does not accept Buyer's offer, the Buyer shall have the right to terminate this Contract and earnest money shall be returned.

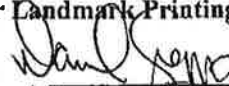
2. **Survey.** The Parties hereby incorporate the Survey Rider into the Contract subject to the following modifications:

- a. Buyer shall be responsible for providing and paying for the survey;
- b. Buyer shall have until MARCH 2, 2023, to complete the survey and shall thereafter have fourteen (14) days after receipt of the survey to examine and review the survey and to notify the Seller of any objections to the survey.

- c. Buyer shall have the right to object to any matters shown on the survey which would prohibit construction of a reasonable commercial use building on the Property, including but not limited to any easements for public utilities.
- d. In the event that Buyer approves the survey, the following dates in the Contract shall be modified accordingly:
 - i. The contingency dates listed in Paragraph 5.E. of the Contract shall be extended to fourteen (14) days after the date listed in Paragraph 2.b. of this Addendum;
 - ii. The closing date listed in Paragraph 7 of the Contract shall be extended to twenty-one (21) days after the date listed in Paragraph 2.b. of this Addendum.

Executed on the date last written below, by and between:

For Landmark Printing Co. (Seller):

By:  Paul Smith

Lora Knoll

Date: 1-27-23

For Buyer

By:  Robert Smith

Date: 1/26/2023

JOINT APPROVED FORM, WINNEBAGO COUNTY BAR ASSOCIATION "WCBA"
AND ROCKFORD AREA ASSOCIATION OF REALTORS® "RAAR"

SURVEY RIDER

This Survey Rider is made to a Contract for Purchase and Sale between the undersigned parties for the premises located at 327 S. Winnebago St.
Rockford, Illinois.

1. At least five (5) business days prior to closing, ~~Seller shall deliver to Buyer~~, at ~~Seller's~~ ^{Buyer} expense, a survey prepared by an Illinois registered land surveyor dated within six (6) months of the closing, showing all corners staked and the location of all boundary lines, building setback lines, buildings, fences and other improvements on the premises and the distances thereof to boundary lines, (easements of record with copies of same to be provided by Seller to surveyor) and -----.
2. Matters shown on the survey other than the permissible exceptions described in the Contract or encroachments from adjacent property or improvements not located within the setback and lot lines shall be considered defects in title to the property.

Paul Gino 1-27-23
SELLER (Date)
Lora K. Doll 1-27-23
SELLER (Date)

Richard G. Galt 1/26/2023
BUYER (Date)

BUYER (Date)

SECOND ADDENDUM TO CONTRACT FOR PURCHASE AND SALE
FOR 327 S. WINNEBAGO ST.

This Second Addendum to Contract for Purchase and Sale for 327 S. Winnebago St., Rockford, IL 61102 (the "Addendum") is made and entered into as of this day of March 21, 2023, by and between Landmark Printing Co. ("Seller"), and the proposed buyer, Rock Valley College ("Buyer" and referred to collectively with Seller as the "Parties").

WHEREAS, the Parties previously entered into a standard Contract for Purchase and Sale of 327 S. Winnebago St., Rockford, IL 61102 ("Contract") and an Addendum to Contract ("Addendum"); and

WHEREAS, the Contract and the Addendum did not identify Rock Valley College as the buyer of the property at 327 S. Winnebago St., Rockford, IL ("the Property") and had a closing date of March 23, 2023; and

WHEREAS, the Parties seek to amend the Contract and Addendum to identify Rock Valley College as the buyer of the Property and move the closing for the transaction until after the March 28, 2023 meeting of the Board of Trustees of Rock Valley College;

NOW, THEREFORE, the Seller and Buyer do hereby amend the Contract and Addendum as follows:

1. **Buyer:** The Board of Trustees of Rock Valley College shall be the name of the "Buyer" under the Contract and the Addendum.

2. **Real Estate Purchase Contingency.** Section 5.G. of the Contract shall be modified as follows:

G. Purchase of Additional Property. Buyer shall complete and close on the purchase of each of the following properties by ~~twenty one (21) days after the date listed in Paragraph 2.b. of this Addendum~~ April 14, 2023:

- 428 S. Winnebago, Rockford, IL (WEST ROCKFORD ALL LOT 005 BLOCK 034);
- 720 Chestnut ST., Rockford, IL (WEST ROCKFORD SUB ½ VAC ALLEY BY 84-26-1565 ADJ LOTS 1 THRU 5 & ALL LOTS 1 THRU 005 BLOCK 046);
- 705 Green St., Rockford, IL (LEAVITTS WEST ROCKFORD SUB E1/2 VAC ALLEY BY 84-26-1565 ADJ LTS 6 THRU 10 & (EXC THAT PT TO CITY BY 06-17959) ALL LOTS 6 THRU 10 BLK 46);
- Parking Lot
 - S. Rockton Ave., Rockford, IL (WEST ROCKFORD SLY 33 FT LOT 003 BLOCK 039);
 - 314 S. Rockton Ave., Rockford, IL (WEST ROCKFORD NLY 33 FT LOT 003 BLOCK 039);
 - 308 S. Rockton Ave., Rockford, IL (WEST ROCKFORD LOT 002 BLOCK 039).

Buyer has already submitted offers to purchase these properties to the owners of such properties. In the event that the owners of such properties accept Buyer's offers, or any subsequent offers from Buyer, Buyer and Seller shall work in good faith to schedule the closing of this transaction so that it occurs simultaneously with Buyer's purchase of the aforementioned properties. In the event that any of the owners of such properties does not accept Buyer's offer, the Buyer shall have the right to terminate this Contract and earnest money shall be returned.

3. **Closing.** The first sentence of Section 8 of the Contract shall be modified as follows:

This transaction shall be closed on or by April 14, 2023 or on such date as mutually agreed by the parties in writing, and Seller shall deliver possession of the premises in broom-clean condition and free of debris, both interior and exterior, at time of closing.

4. **Board Approval.** This Section 24 of the Contract shall be added as follows:

24. Board of Trustees Approval. The Parties agree that this Contract, including all addenda, are subject to final approval by the Rock Valley College Board of Trustees. In the event that the Board of Trustees does not approve this Contract and addenda, either Party may terminate this Contract.

Executed on the date last written below, by and between:

For Landmark Printing Co. (Seller):

By: Lora L Doll

Date: 3/21/2023

For Rock Valley College (Buyer):

By: Richard Jenks
Richard Jenks (Mar 22, 2023 12:33 CDT)

Date: Mar 22, 2023

**Board Policy 3:10.030 Access to Personnel Files
First Reading**

BACKGROUND:

The Illinois Personnel Record Review Act states that an employer shall provide an employee with an inspection opportunity within seven working days after the employee makes the request, or if the employer can reasonably show that such deadline cannot be met, the employer shall have an additional seven days to comply. 820 ILCS 40/2

Board Policy 3:10.030 currently states that an employee may examine items in his or her personnel file with a 24-hour written notice to the Vice President of Human Resources or designee.

The revised Board Policy updates the timeframe for an employee to meet with Human Resources and examine items in his or her personnel file to occur within three (3) working days of an employee's written request to the Vice President of Human Resources or designee. This will allow the Human Resources team time to inspect and ensure that all printed and digital documents are available for review by an employee and to be in compliance with the requirements of the Illinois Personnel Record Review Act.

RECOMMENDATION:

In accordance with Board Policy 1:10.080 (Amendments and Adoption of Board Policies), it is recommended that the Board of Trustees approves the amendment to Board Policy 3:10.030 to comply with the Illinois Personnel Record Review Act. **Attorney Reviewed**

Howard J. Spearman, Ph.D.
President

Board Approval: _____
Secretary, Board of Trustees

Attachment: Board Policy 3:10.030

ACCESS TO PERSONNEL FILES

First Reading

Rock Valley College maintains a personnel file on each employee. All personnel files are maintained, disseminated, and inspected consistent with the *Illinois Personnel Record Review Act*, 820 ILCS 40 *et seq.*, the *Illinois Record Act*, 5 ILCS 203 *et seq.*, and other applicable state and federal laws.

The Human Resources department will coordinate a time for employees to examine items in their own personnel file within three (3) working days of receipt of the employee's written request to the Vice President of Human Resources or designee.

The College's administration shall develop administrative procedures to ensure compliance with state and federal law.

This Policy will be administered consistent with the College's collective bargaining agreement obligations where applicable.

[Link to Administrative Procedures](#)

Reference:	Board Report 6478
Implemented:	November 27, 2007
Revised:	April 8, 2014

ACCESS TO PERSONNEL FILES

Rock Valley College maintains a personnel file on each employee. ~~The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, disciplinary actions, and other employment records.~~ All personnel files are maintained, disseminated and inspected consistent with the *Illinois Personnel Records Review Act*, 820 ILCS 40 *et seq.*, the *Illinois Record Act*, 5 ILCS 203 *et seq.* and other applicable state and federal laws.

~~An employee may examine items in his or her own personnel file with a 24 hour written notice to the Vice President of Human Resources or designee. Records from other colleges and university credits made available to RVC will remain confidential and property of the College. All materials added to his or her file by RVC personnel shall be available for perusal. He or she may wish to write a statement of explanation in answer to negative materials in his or her file.~~

~~Each individual's complete personnel file is accessible on a need to know basis through the Office of Human Resources.~~

~~The Human Resources department will coordinate a time for employees to examine items in their own personnel file within three (3) working days of receipt of the employee's written request to the Vice President of Human Resources or designee.~~

~~The College's administration shall develop administrative procedures to ensure compliance with state and federal law.~~

This Policy will be administered consistent with the College's collective bargaining agreement obligations where applicable.

[Link to Administrative Procedures](#)

Reference: Board Report 6478
Implemented: November 27, 2007
~~Revised: April 8, 2014~~

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Rock Valley College Student Trustee Report
Ryan Russell, Student Trustee
Board of Trustees Meeting, March 28, 2023

1. Congratulations to the Men's and Women's Bowling Teams on their second straight National Championships!
2. Student Government Association recently voted to use \$50,000 of its 2022/2023 budget on updating the Student Life Club room. This decision comes after evaluating the needs and wants of the student body. The plans include refreshing the current paint job, adding comfortable and spacious seating to allow students excess space to complete their studies, plus adding a television for the dual purpose of entertainment and club presentations for years to come.
3. March 29th, the Student Veteran's Club will go on a campus visit to Northern Illinois University. This trip will be used as a way for current RVC students to explore a four-year university, affordable and close to home.
4. April 4th, 2023, RVC will host a First Tuesday Lecture. The topic will be Sex and Gender in the Ancient Biblical World, led by Dr. Jef Tripp. This will be a good opportunity for students to dive deeper into understanding different perspective on a large-scale topic.
5. Baseball and softball are starting to ramp into a full speed. RVC Baseball will play March 31st at home VS. Bryant & Stratton, come out and catch some action!

Rock Valley College Board of Trustees
Freedom of Information Act Report
February 15 – March 15, 2023

Date Received	FOIA#	Requestor	Request	Response Date
2/23/2023	2023-07	Aishah Abdullah, SPARC <i>Commercial request</i>	I am requesting copies of any executed contracts or written legal agreements between Rock Valley College (or any of its departments or business units) and parties with any of the following names (or names inclusive of the following terms): Akademos, Barnes and Noble, Cengage, Follett, McGraw-Hill, Pearson, RedShelf, Verba, or VitalSource. This request includes any exhibits, amendments, addendums, or attachments accompanying such documents, and includes any expired or superseded agreements. Records dated prior to January 1, 2014 may be excluded from this request.	completed 2/28/2023
3/1/2023	2023-08	Rexal Alzona, SmartProcure <i>Commercial request</i>	<p>SmartProcure is submitting a commercial FOIA request to Rock Valley College for any and all purchasing records from 10/31/2022 to current. The request is limited to readily available records without physically copying, scanning or printing paper documents. Any editable electronic document is acceptable.</p> <p>The specific information requested from your rerecord-keeping system is:</p> <ul style="list-style-type: none"> • Purchase order number. If purchase orders are not used a, comparable substitute is acceptable, i.e., invoice, encumbrance, or check number • Purchase date • Line item details (description) • Line item quantity • Line item price • Vendor ID number, name, address, contact person and their email address 	Completed 3/20/2023
3/8/2023	2023-09	Jennie Smith, Acme Research <i>Commercial request</i>	<p>Copies of documents that specify salient points for construction renovation projects valued at \$2,000,000 or more at Rock Valley College. Please include information for both currently active projects as well as those completed since September 1, 2022.</p> <p>Specifically seeking: Project name, Project number, Project completed date, Prime/general contractor name Construction manager (at Risk) name, Architect/engineer names, Subcontractor names</p>	Due 4/6/2023