

KASKASKIA COLLEGE BOARD OF TRUSTEES #501
August 23, 2021 Meeting Minutes
27210 College Road
Centralia, IL 62801

ROLL CALL/ATTENDANCE

Chair, Bill Hawley convened a regular meeting of the Board of Trustees on Monday, August 23, 2021 at 6:30 p.m. in the Lifelong Learning Center on the Kaskaskia College main campus. Trustees present at the meeting in person were Jim Beasley, Jeff Brown, Bill Hawley, Bryan Holthaus, Louis Kalert, Laura Wedekemper, and Student Trustee Alexis Enke. Trustee, Linda Stover was absent.

College staff members attending in person were Susan Batchelor, Jennings Carter, Judy Hemker, Travis Henson, Jill Hercules, George Kriss, Julie Obermark, Karol Potter, Craig Roper, Todd Wagner and Christine Wheeler. Dennis Weedman, Legal Counsel from Robbins Schwartz was in attendance.

PLEDGE OF ALLEGIANCE

Chair Hawley led the Pledge of Allegiance.

RECOGNITION

President Evans recognized the guests in attendance. Ed Brashear, Janice Brashear, Eric Madiar of Madiar Government Relations, Steve Adams of PMI Securities, Jon Carroll of Poettker Construction and Jerrod Joggerst of FGM Architects were in attendance.

GUESTS

President Evans recognized new employees in attendance Shawn Richards, Abbie Potter. Megan Barnett, Lesley Brower, Kaylee Hilmes, and Amy Woltering.

PUBLIC COMMENT

Mr. Ed Brashear addressed the Board of Trustees. Mr. Brashear shared his deep gratitude for the assistance the college provided for his granddaughter during some difficult times in his family. He congratulated the Board of Trustees and college for living up to its core values. Mr. Brashear recognized the friendliness and helpfulness of all college employees especially Jill Klostermann and Kerry Hancock.

CONSENT AGENDA

Items on the Consent Agenda included

- A. July 26, 2021 Regular Meeting Minutes
- B. July 14, 2021 Community Meeting Minutes – Nashville Education Center
- C. July 15, 2021 Community Meeting Minutes – Trenton Education Center
- D. July 20, 2021 Community Meeting Minutes – Vandalia Education Center
- E. July 21, 2021 Community Meeting Minutes – Greenville Education Center
- F. July 22, 2021 Community Meeting Minutes – Salem Education Center

Ratification and approval of disbursements and payrolls for August 2021 which includes travel reimbursements for board members and College employees if any requested reimbursement exceeds maximum allowable costs, Treasurer Report, Budget Report, Personnel Report, Foundation Report, Kaskaskia College Sports Association Report, and Kaskaskia College Friends of Fine Arts Report. Administrative Reports include

Administrative Services Report, Instructional Services Report, Student Services Report, and Executive Services Report.

Motion by Jim Beasley to approve the consent agenda items as presented.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

OLD UNFINISHED BUSINESS

None

NEW BUSINESS

CLOSED SESSION

No Closed Session was held.

RESOLUTION 21-36

RESOLUTION TO APPROVE CAPITAL PROJECTS

The resolution submitted will be revised by replacing the reference to “gymnasium renovations” in the fourth paragraph to “gymnasium replacement”.

Motion by Bryan Holthaus to adopt Resolution 21-36 as revised thereby acknowledging ongoing plans for the capital projects will be submitted to the Board of Trustees for approval at various stages of the design, construction, and funding processes.

RESOLUTION 21-37

RESOLUTION AUTHORIZING AND PROVIDING FOR AN INSTALLMENT PURCHASE AGREEMENT AND FOR THE ISSUE OF NOT TO EXCEED \$24,500,000 GENERAL OBLIGATION DEBT CERTIFICATES (LIMITED TAX) FOR THE PURPOSE OF PAYING THE COST OF REPAIRING AND IMPROVING CAMPUS FACILITIES

Motion by Bryan Holthaus and seconded by Louis Kalert to adopt Resolution 21-37 presented and read by title authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, and for the issue of not to exceed \$24,500,000 General Obligation Debt Certificates (Limited Tax), of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

RESOLUTION 21-38

RESOLUTION FOR APPROVAL TO PURCHASE AXIOM BUDGETING SOLUTION SOFTWARE

Motion by Bryan Holthaus to adopt Resolution 21-38 thereby approving the purchase of the Axiom Budgeting & Forecasting solution from Syntellis or Ellucian with a one-time implementation fee of \$83,600 and a yearly subscription amount of \$19,125 with a three percent increase each year for four more years.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

RESOLUTION 21-39

RESOLUTION FOR DISPOSITION OF COLLEGE PROPERTY

Motion by Louis Kalert to adopt Resolution 21-39 thereby declaring equipment listed as “no longer needed for College purposes” and approving College Administration dispose of such equipment in accordance with College Policy #2.6001.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF RESIGNATION

ASSISTANT PROFESSOR OF BUSINESS

Motion by Louis Kalert to approve the resignation of Stephanie Klie as the Assistant Professor of Business effective August 5, 2021.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

**APPROVAL OF RESIGNATION
IT TECH SUPPORT**

Motion made by Jeff Brown to accept the resignation of Matthew Taylor as IT Tech Support effective August 13, 2021.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

**APPROVAL OF RETIREMENT
PROFESSOR OF THEATER AND SPEECH**

Motion made by Jim Beasley to accept the retirement of David Quinn effective May 31, 2022.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

**APPROVAL OF TEMPORARY 12-MONTH FULL-TIME COVID HR MANAGER POSITION
(HEERF-FUNDED POSITION)**

Motion made by Louis Kalert to approve a new full-time, Temp 12-month COVID HR Manager position which would be eligible for benefits at an annual salary of \$40,000 - \$50,000.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

**APPROVAL OF EMPLOYMENT
DEAN OF HEALTH SCIENCES (REPLACEMENT POSITION)**

Motion made by Bryan Holthaus to approve the hire of Megan Holtmann as the Dean of Health Sciences, with an annual salary of \$82,000, effective October 11, 2021.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF EMPLOYMENT

INTERIM ASSISTANT PROFESSOR OF BUSINESS (REPLACEMENT POSITION)

Motion made by Louis Kalert to approve Connor Pollmann as the full-time Interim Assistant Professor of Business, benefit eligible, and a salary of \$26,800 effective August 9, 2021.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

This position was filled on an interim basis for the start of the Fall semester to cover the courses previously instructed by Stephanie Klie who resigned just prior to the start of the Fall semester.

APPROVAL OF EMPLOYMENT OF INTERIM ASSISTANT PROFESSOR OF CHEMISTRY (REPLACEMENT POSITION)

Motion made by Bryan Holthaus to approve Aryashree Kharel as the full-time Interim Assistant Professor of Chemistry, benefit eligible, and a salary of \$28,750 effective August 9, 2021.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

This position was filled on an interim basis for the start of the Fall semester to cover the courses previously instructed by Niranjana Goswami who submitted his retirement just prior to the start of the Fall semester.

APPROVAL OF EMPLOYMENT

DIRECTOR OF EQUITY AND ACCESS (NEW POSITION)

Motion made by Bryan Holthaus to approve the hiring of Ms. Terri Ingles as the Director of Equity and Access at an annual salary of \$55,000 effective on September 1st, 2021.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF EMPLOYMENT

STAFF ACCOUNTANT (REPLACEMENT POSITION)

Motion by Jim Beasley to approve the hire of Levi Cross as full-time staff accountant, with a tentative effective date of September 1, 2021, at an annual salary of \$47,000 with eligibility for fringe benefits.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF EMPLOYMENT

GRANT AND CONTRACT ACCOUNTANT (REPLACEMENT POSITION)

Motion by Jim Beasley to approve the hire of Wes Lindsey as a full-time grant and contract accountant, effective September 1, 2021, at an annual salary of \$50,000 with eligibility for fringe benefits.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF EMPLOYMENT

GRANT AND CONTRACT ACCOUNTANT (NEW POSITION/PARTIALLY HEERF-FUNDED)

Motion by Bryan Holthaus to approve the hire of Shelby King as full-time Grant and Contract Accountant, effective September 1, 2021, at an annual salary of \$45,000 with eligibility for fringe benefits.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF EMPLOYMENT

INFORMATION TECHNOLOGY BUSINESS ANALYST (NEW POSITION)

Motion by Bryan Holthaus to approve the hire of Lauren Myers as full-time information technology business analyst, with a tentative effective date of September 1, 2021, at an annual salary of \$85,000 with eligibility for fringe benefits.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

APPROVAL OF HEATING, VENTILATION AND AIR CONDITIONING INSTRUCTOR AT CENTRALIA CORRECTIONAL CENTER (GRANT-FUNDED, NEW POSITION)

Motion by Louis Kalert to approve the search for a HVAC Instructor – CCC, with a starting salary range of \$48,000 - \$52,000 and is funded the IDOC contract.

Roll call:

Jim Beasley	yes	Louis Kalert	yes
Jeff Brown	yes	Laura Wedekemper	yes
Bill Hawley	yes	Alexis Enke	yes
Bryan Holthaus	yes		

Motion was approved.

FUTURE AGENDA ITEMS

- A. Employment of A/R Specialist
- B. Employment of Automotive Work-Based Learning Coordinator
- C. Employment of Development and Grant Coordinator
- D. Resolution for Adoption of the Annual Budget for Fiscal Year 2021-2022
- E. Approval of Vendor to Provide Photo Copier Services
- F. Approval of Vendor for Vending Services
- G. Approval of New Athletic Director Job Description
- H. Approval of Student Mental Health Services

TRUSTEE AND PRESIDENT'S COMMENTS AND REPORTS

STUDENT TRUSTEE REPORT

- Students returned last Monday – August 16th
- Courses are being offered in both a face-to-face and blended format.
- Athletic orientation has been completed.
- Students are adhering to the COVID-19 requirements.
- Students have participated in several training courses related to safety, drug use, resiliency, and overall well-being
- Information on services provided by SAFE and ACE has been communicated to students.
- Cross country has begun their athletic season.
- Fall semester is off to a great start.

PRESIDENT'S COMMENTS

- President Evans reported on the continued efforts of the college to address COVID-19 mitigation. Those efforts include but are not limited to

- The college continues to require the pre-screener prior to visiting any campus.
 - Bipolar ionizations units have been installed in all buildings on all college campuses.
 - All water fountains in all buildings on all college campuses have been replaced with touchless bottle filling stations.
 - Students are back on campus and adhering to the masking and social distancing requirements.
- A picture of the current Board of Trustees will be taken sometime in October. More information will be forthcoming.
 - Cathy Karrick, currently the Athletic Director, and a long-term employee of the college is retiring on September 10th. The job description for this position will be reviewed and revised as necessary and the college will conduct a search for a replacement for this position.
 - A resolution will be drafted for the next meeting regarding changes in some of the capital bill language and the funding of deferred maintenance projects.

TRUSTEE INDIVIDUAL COMMENTS

Jim Beasley advised that he will be taking the honor flight at the end of the September. Mr. Beasley was congratulated on this honor.

Mr. Beasley also commended the Physical Plant Department for having the main campus look so great with the return of students.

Laura Wedekemper advised that she will be attending the ICCTA meeting in Springfield in September.

Jeff Brown commented on his favorable experience as a former employee of the college and expressed appreciation for the amazing work done by the Board of Trustees.

Mr. Hawley shared thank you cards received from Janet Fontenot, the Ray Woods family, the Mary Truitt family, and Cathy Quick.

ADJOURNMENT

Motion by Jim Beasley to adjourn. All members voted yes by voice vote. The meeting adjourned at 7:25 p.m.

Chair, Board of Trustees
Kaskaskia College

Secretary, Board of Trustees
Kaskaskia College

RESOLUTION 21-36

RESOLUTION FOR APPROVAL OF CAPITAL PROJECTS PLAN

WHEREAS, the College's number one institutional goal includes providing quality services and infrastructure to support student success; furthermore, strategic priority five, improve operational efficiency, identifies the development and implementation of ancillary plans that support the strategic plan; and

WHEREAS, the Board approved the ancillary plan, the Master Facilities and Improvement Plan (MFIP), in March of 2020 that incorporates remnants of the previous Master Facilities Plan (2004-2019) with updates, additions, and projections from feedback from internal stakeholders; and

WHEREAS, through the institutional planning process, the College has identified the following needs in the MFIP: gymnasium upgrades, financial aid privacy areas, aesthetics and efficiency of student services, business office space needs, enhancement of music and theatre areas, and improvements with classroom aesthetics; and

WHEREAS, with the assistance of Poettker Construction Company and FGM Architects, a modernization and renovation plan for capital projects was compiled and presented to the Board for the business office renovations, classroom modernization, gymnasium replacement, admissions renovations, fine and performing arts renovation and adult education, career pathways, and online student services renovation; and

WHEREAS, capital expenditure requests and submissions to funding agencies since 2017 have consistently listed parking lot and heating, ventilation, and air conditioning (HVAC) needs; and

WHEREAS, the current low interest rate environment and continuing state and federal government negotiations concerning passage of infrastructure spending packages are compelling reasons for initiating these plans at this time rather than later in the life of the MFIP; and

WHEREAS, the funding model for the capital projects will make the best use of several funding sources including the refunding and extension of bonds; funds from Protection, Health, and Safety (PHS) and liability, protection, and settlement levies; Higher Education Emergency Relief Fund (HEERF) awards; grant opportunities; operating funds; and private fundraising; and the goal of the funding model is to not increase the tax rate for the District residents, contingent upon equalized assessed value (EAV) and county multiplier factors, which are out of the College's control; and

WHEREAS, the refunding and extension of bonds for approximately 15 years is significantly less than the life of the capital projects and does not utilize all of the College's current debt capacity, with approximately fifty percent (50%) of debt capacity projected to be available by fiscal year 2026; and

WHEREAS, these renovations will allow our facilities to become compliant with the Americans with Disabilities Act (ADA); increase energy efficiency; improve thermal comfort, technology, and lighting; enhance the student experience; better align instruction and student support services with the remote and social distancing needs associated with the COVID-19 protocols; and upgrade acoustical separation for confidentiality and other risk considerations; and

THEREFORE BE IT RESOLVED, by the Board of Trustees of Kaskaskia College-Community College District #501, that the Board approves the plan for the capital projects that have been identified above.

THEREFORE BE IT FURTHER RESOLVED, by the Board of Trustees of Kaskaskia College-Community College District #501, that the College Administration is authorized to continue the design process for the approved projects and also authorizes the following:

1. The College's current architectural firm, FGM Architects, is appointed as the architect for the capital projects, and the College Administration is authorized to work with FGM Architects on the plans for the projects.
2. The College's current contract management firm, Poettker Construction Company, is appointed as the construction manager for the capital projects stated above, and the College Administration is authorized to work with Poettker Construction Company on the plans for the projects.
3. The College's current Financial Advisor, PMA Securities, is appointed as financial advisor for the bond refinancing and extension. College Administration is authorized to work with PMA Securities on the financing aspects of the approved projects.

THEREFORE BE IT FURTHER RESOLVED, by the Board of Trustees of Kaskaskia College-Community College District #501, that ongoing plans for the capital projects will be submitted to the Board of Trustees for approval at various stages of the design, construction, and funding processes.

Dated this 23rd day of August 2021.

Chair, Board of Trustees
Kaskaskia College

Secretary, Board of Trustees
Kaskaskia College

RESOLUTION 21-37

MINUTES of a regular public meeting of the Board of Trustees of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, held in the Lifelong Learning Center at the Kaskaskia College Main Campus, 27210 College Road, Centralia, Illinois, in said Community College District at 6:30 o'clock P.M., on the 23rd day of August, 2021.

* * *

The meeting was called to order by the Chairman, and upon the roll being called, John W. Hawley, the Chairman, and the following Trustees were physically present at said location: Jim Beasley, Bryan Holthaus, Louis Kalert, Jeffrey Brown, and Laura Wedekemper and Alexis Enke (non-voting student trustee).

The following Trustees were allowed by a majority of the members of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: None

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

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

The Chairman announced that the next item for consideration was the issuance of not to exceed \$24,500,000 General Obligation Debt Certificates (Limited Tax) to be issued by the District pursuant to Section 17(b) of the Local Government Debt Reform Act, and that the Board of Trustees would consider the adoption of a resolution providing for an Installment Purchase Agreement in order to complete capital projects in and for the District, including, but not limited to, modernization of classrooms, renovations to District offices and facilities and replacement of the gymnasium, authorizing the issuance of said Certificates evidencing the rights to payment

under said Agreement and providing for the sale of said Certificates. The Chairman then explained that the resolution sets forth the parameters for the issuance of said Certificates and sale thereof by designated officials of the District and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest and purchase price for said Certificates.

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

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, and for the issue of not to exceed \$24,500,000 General Obligation Debt Certificates (Limited Tax), of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

* * *

WHEREAS, Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois (the “*District*”), is a community college district of the State of Illinois operating under and pursuant to the Public Community College Act of the State of Illinois, as amended (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”); and

WHEREAS, the Board of Trustees of the District (the “*Board*”) has considered the needs of the District and, in so doing, the Board has deemed and does now deem it advisable, necessary, and for the best interests of the District to complete capital projects in and for the District, including, but not limited to, modernization of classrooms, renovations to District offices and facilities and replacement of the gymnasium, including, in connection with said work, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto (the “*Project*”), all as shown on preliminary plans and cost estimates on file with and approved by the Board; and

WHEREAS, the Board has determined the total cost of the Project and expenses incidental thereto, including financial, legal, architectural, and engineering services related to such work (the

“*Related Expenses*”) and to the Agreement hereinafter provided for in this Resolution to be not less than \$24,500,000, plus estimated investment earnings which may be received on said sum prior to disbursement; and

WHEREAS, sufficient funds of the District are not available to pay the costs of the Project, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$24,500,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the Installment Purchase Provisions, the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, the Board finds that it is desirable and in the best interests of the District to avail of the provisions of the Installment Purchase Provisions to authorize an Installment Purchase Agreement (the “*Agreement*”); name as counter-party to the Agreement the Treasurer of the Board (the “*Treasurer*”), as nominee-seller; authorize the Chairman (the “*Chairman*”) and Secretary (the “*Secretary*”) of the Board to execute and attest, respectively, the Agreement on behalf of the District and to file same with the Secretary in his or her capacity as keeper of the records and files of the District; and issue certificates evidencing the indebtedness incurred under the Agreement in the amount of not to exceed \$24,500,000:

NOW THEREFORE Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, as follows:

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

Section 2. Authorization. It is necessary and advisable for the residents of the District to pay the costs of the Project, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of certificates evidencing the indebtedness incurred under the Agreement.

Section 3. Agreement is a General Obligation; Annual Budget. The District hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreement shall be a general obligation of the District payable from any funds of the District lawfully available for such purpose. The District represents and warrants that the total amount due under the Agreement, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 4. Execution and Filing of the Agreement. From and after the effective date of this Resolution, the Chairman and Secretary be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form set forth in Section 5 of this Resolution, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Secretary and retained in the District records and shall constitute authority for the issuance of the Certificates hereinafter authorized.

Section 5. Form of Agreement. The Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois.

* * *

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) dated as of _____, 20____, by and between the Treasurer of the Board of Trustees (the “*Board*”) of the District (as hereinafter defined), as Nominee-Seller (the “*Seller*”), and Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, a community college district of the State of Illinois (the “*District*”):

WITNESSETH

A. The Board has determined to complete capital projects in and for the District, including, but not limited to, modernization of classrooms, renovations to District offices and facilities and replacement of the gymnasium (the “*Project*”), all as previously approved by the Board and on file with the Secretary of the Board (the “*Secretary*”).

B. Pursuant to the provisions of the Public Community College Act of the State of Illinois (the “*Public Community College Act*”), the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17(b) of the Debt Reform Act (the “*Installment Purchase Provisions*”), in each case, as supplemented and amended (collectively “*Applicable Law*”), the District has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the District will lease, acquire by purchase agreement, or otherwise

reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements.

C. On the 23rd day of August, 2021, the Board, pursuant to Applicable Law and the need to provide for the Project, adopted a resolution (the “*Resolution*”) authorizing the borrowing of money for the Project, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Resolution is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Resolution is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by the Installment Purchase Provisions, has agreed to make, construct and acquire the Project on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the District as follows:

1. MAKE AND ACQUIRE PROJECT

The Seller agrees to make, construct, and acquire the Project upon real estate owned or to be owned by or upon which valid easements have been obtained in favor of the District.

2. CONVEYANCE

The District conveys to the Seller any portion of the Project heretofore acquired by the District and to be paid from proceeds of the Certificates (as defined in the Resolution). The Seller agrees to convey each part of the Project to the District and to perform all necessary work and convey all necessary equipment; and the District agrees to purchase the Project from the Seller and

pay for the Project the purchase price of \$_____ ; plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates and in no event shall the total aggregate principal purchase price to be paid pursuant to this Agreement exceed the sum of \$_____, plus the amount of investment earnings which are earned on the amount deposited with the Treasurer from the sale of the Certificates.

3. PAYMENTS

The payment of the entire sum of \$_____ of said purchase price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Resolution.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law under the Installment Purchase Provisions to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Resolution.

5. TAX COVENANTS

The covenants relating to the tax-exempt status of the Certificates, as set forth in the Resolution, insofar as may be applicable, apply to the work to be performed and the payments made under this Agreement.

6. TITLE

(a) *Vesting of Title.* Title in and to any part of the Project, upon delivery or as made, during all stages of the making or acquisition thereof, shall and does vest immediately in the District.

(b) *Damage, Destruction, and Condemnation.* If, during the term of this Agreement, (i) all or any part of the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, all or any part of the Project shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; or (iii) a material defect in construction of all or any part of the Project shall become apparent; or (iv) title to or the use of all or any part of the Project shall be lost by reason of a defect in title; then the District shall continue to make payments as promised herein and in the Certificates and to take such action as it shall deem necessary or appropriate to repair and replace the Project.

7. LAWFUL CORPORATE OBLIGATION

The District hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the District payable from the general funds of the District and such other sources of payment as are otherwise lawfully available. The District represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the District, is within all statutory and constitutional debt limitations. The District agrees to budget funds of the District annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Agreement.

8. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the District, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done

precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

9. NO SEPARATE TAX

THE SELLER AND THE DISTRICT RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

10. DEFAULT

In the event of a default in payment hereunder by the District, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed, and his or her signature to be attested by the Secretary of the Board, and the District has caused this Installment Purchase Agreement to be executed by the Chairman of its Board, and also attested by the Secretary of its Board, all as of the day and year first above written.

SELLER: Signature: _____ SPECIMEN _____

Judy Hemker
as Nominee-Seller and the Treasurer of the
Board of Trustees

ATTEST:

SPECIMEN
Secretary, Board of Trustees

COMMUNITY COLLEGE DISTRICT NO. 501,
COUNTIES OF CLINTON, BOND, FAYETTE,
JEFFERSON, MADISON, MARION,
MONTGOMERY, ST. CLAIR AND
WASHINGTON AND STATE OF ILLINOIS

SPECIMEN
Chairman, Board of Trustees

ATTEST:

SPECIMEN
Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF CLINTON)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees (the “*Board*”) of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois (the “*District*”), and as such officer I do hereby certify that on the ____ day of _____, 20__, there was filed in my office a properly certified copy of that certain document, executed by the Chairman of the Board, attested by me in my capacity as Secretary of the Board, and further executed, as Nominee-Seller, by the Treasurer of the Board, also attested by me, dated as of _____, 20__, and entitled “INSTALLMENT PURCHASE AGREEMENT for purchase of real or personal property, or both, in and for Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois”; and supporting the issuance of certain General Obligation Debt Certificates (Limited Tax), Series 20__, of the District; that attached hereto is a true and complete copy of said Agreement as so filed; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature, this ____ day of _____, 20__.

SPECIMEN
Secretary, Board of Trustees

Section 6. Certificate Details. For the purpose of providing for the Project, there shall be issued and sold certificates of the District in the principal amount of not to exceed \$24,500,000, and such certificates, if issued, shall be designated “General Obligation Debt Certificates (Limited Tax)” (the “*Certificates*”) with such additional series designations and descriptions as may be necessary to describe the Certificates, as set forth in the Certificate Notification (as hereinafter defined). The Certificates shall be dated the date of the issuance thereof and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 each and multiples of \$5,000 in excess thereof (unless otherwise set forth in the Certificate Notification) (but no single Certificate shall represent installments of principal maturing on more than one date) or such other denominations as set forth in the Certificate Notification, and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter set forth) on June 1 of each of the years (not later than 2041), in the amounts (not exceeding \$1,600,000 per year) and bearing interest at the interest rates per annum (not exceeding 5.00%) as set forth in the Certificate Notification. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Certificate Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Certificate shall be paid by check or draft of the Treasurer, the Purchaser (as hereinafter defined) or a bank or trust company authorized to do business in the State of Illinois (as set forth in the Certificate Notification), as certificate registrar and paying agent (the “*Certificate Registrar*”), payable upon presentation in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the

15th day of the month next preceding the interest payment date. The principal of the Certificates shall be payable in lawful money of the United States of America at the principal corporate trust office of the Certificate Registrar.

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

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the District and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Resolution. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 7. Registration of Certificates; Persons Treated as Owners. (a). General. The District shall cause books (the “*Certificate Register*”) for the registration and for the transfer of the Certificates as provided in this Resolution to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the District. The District is

authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the District for use in the transfer and exchange of Certificates.

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

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any

Certificate shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the District or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* If so requested by the Purchaser, the following provisions shall apply: The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. If requested by the Purchaser, upon initial issuance, the ownership of each such Certificate may be registered in the Certificate Register in the name of Cede & Co., or any successor thereto (“Cede”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). In such event, all of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Chairman and Secretary and the President, Vice President of Finance and Administration and any other business official of the District and the Certificate Registrar are each authorized to execute and deliver, on behalf of the District, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the District and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds

Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the District and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The District and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the District to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to

substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name “Cede” in this Resolution shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the District, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the District may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the District, or such depository’s agent or designee, and if the District does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of Section 7(a) hereof.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

Section 8. Redemption. (a) Optional Redemption. All or a portion of the Certificates, if any, due on and after the date, if any, specified in the Certificate Notification shall be subject to

redemption prior to maturity at the option of the District from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000, in any order of their maturity as determined by the District (less than all of the Certificates of a single maturity to be selected by the Certificate Registrar), on the date specified in the Certificate Notification, if any, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for such Certificates, on June 1 of the years, if any, and in the principal amounts, if any, as indicated in such Certificate Notification.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the District may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof subject to the limitations set forth in this section. The District shall, at least twenty (20) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Certificate Registrar) notify the Certificate Registrar of such redemption date and of the principal amount and maturity or maturities of Certificates to be redeemed. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular

Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the District in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

Section 9. Redemption Procedure. Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the District by mailing the redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Certificate Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed at the option of the District shall have been received by the Certificate Registrar prior to the giving of such notice of redemption, such notice may, at the option of the District, state that said redemption shall be conditional upon the receipt of such moneys by the Certificate Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the District shall deposit with the Certificate Registrar an amount of money sufficient to pay the redemption price of all the Certificates or portions of Certificates which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

Section 10. Form of Certificate. The Certificates shall be in substantially the following form; *provided, however,* that if the text of the Certificate is to be printed in its entirety on the front side of the Certificate, then paragraph [2] and the legend “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [11] shall be inserted immediately after paragraph [1]:

[Form of Certificate - Front Side]

REGISTERED
NO. ____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

**COUNTIES OF CLINTON, BOND, FAYETTE, JEFFERSON, MADISON, MARION, MONTGOMERY,
ST. CLAIR AND WASHINGTON**

COMMUNITY COLLEGE DISTRICT NO. 501

GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 20__

See Reverse Side for
Additional Provisions

Interest Rate: ____%	Maturity Date: June 1, 20__	Dated Date: _____, 20__	[CUSIP _____]
-------------------------	--------------------------------	----------------------------	---------------

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois (the “*District*”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid on June 1 and December 1 of each year, commencing _____, 20__, until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal [corporate trust] office of _____, _____, as certificate registrar and paying agent (the “*Certificate Registrar*”). Payment of

the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Certificate Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar.

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

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the District payable from any funds of the District legally available for such purpose, and that the District shall budget funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE DISTRICT OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

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

[5] IN WITNESS WHEREOF said Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, by its Board of Trustees, has caused this Certificate to be signed by the manual or duly authorized facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the manual or duly authorized facsimile signature of the Treasurer of said Board of Trustees, all as of the Dated Date identified above.

SPECIMEN
Chairman, Board of Trustees

SPECIMEN
Secretary, Board of Trustees

Registered, Numbered and Countersigned:

SPECIMEN
Treasurer, Board of Trustees

Date of Authentication: _____, 20__

<p>CERTIFICATE OF AUTHENTICATION</p>	<p>Certificate Registrar and Paying Agent: _____</p>
<p>This Certificate is one of the Certificates described in the within-mentioned resolution and is one of the General Obligation Debt Certificates (Limited Tax), Series 20__, of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois.</p>	

_____,
as Certificate Registrar

By _____
SPECIMEN
Authorized Officer

[Form of Certificate - Reverse Side]

COMMUNITY COLLEGE DISTRICT NO. 501

**COUNTIES OF CLINTON, BOND, FAYETTE, JEFFERSON, MADISON, MARION, MONTGOMERY,
ST. CLAIR AND WASHINGTON AND STATE OF ILLINOIS**

GENERAL OBLIGATION DEBT CERTIFICATE (LIMITED TAX), SERIES 20__

[6] This Certificate is one of a series of certificates issued by the District to complete capital projects in and for the District, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees of the District by a resolution duly and properly adopted for that purpose, in all respects as provided by law. The Certificates issued by the District in connection with the Project have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of _____, 20__, entered into by and between the District and the Treasurer of the Board, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

[7] [Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[8] Notice of any such redemption shall be sent by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the District maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for

redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

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

[10] The Certificates are issued in fully registered form in the denomination of \$_____ each and authorized integral multiples of \$_____ in excess thereof. This Certificate may be exchanged at the principal [corporate trust] office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates].

[11] The District and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Certificate Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

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

Section 11. Sale of Certificates. The Chairman or Vice Chairman of the Board and the President or Vice President of Administrative Services/Chief Financial Officer of the District (the “*Designated Representatives*”) are hereby authorized to proceed not later than the 23rd day of February, 2022, without any further authorization or direction from the Board, to sell the Certificates upon the terms as prescribed in this Resolution. The Certificates hereby authorized shall be executed as in this Resolution provided as soon after the delivery of the Certificate Notification, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Certificate Registrar, be delivered by the Treasurer to the purchaser or purchasers thereof (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 99.0% of the principal amount of the Certificates (exclusive of original issue discount, if any), plus accrued interest to date of delivery, if any.

Each Purchaser of a series of the Certificates shall be: (a) pursuant to a competitive sale conducted by PMA Securities, LLC, Naperville, Illinois (“*PMA*”), the best bidder for the

Certificates; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer's Municipal Marketplace*; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) or (c) shall be selected only upon receipt by the District of the written recommendation of PMA that the sale of the Certificates on a negotiated or private placement basis to the Purchaser is in the best interest of the District because of (i) the pricing of such Certificates by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Certificates; and further *provided*, that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with PMA if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the District.

Prior to the sale of the Certificates, the Chairman, the Treasurer, the President, the Vice President of Administrative Services of the District or any other business official of the District is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Certificates, the Designated Representatives shall prepare a Notification of Sale of the Certificates, which shall include the pertinent details of sale as provided

herein (the "*Certificate Notification*"). In the Certificate Notification for the Certificates, the Designated Representatives shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law, and that the true interest cost for the Certificates does not exceed 5.00%. The Certificate Notification shall be entered into the records of the District and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Notification.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Notification by the Designated Representatives, the Chairman, the Treasurer, the President of the District, the Vice President of Administrative Services of the District and any other officer of the District, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the District and the Purchaser or Purchasers (which may be evidenced by an executed bid form or term sheet) (each a "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract; the surety bond executed by the Treasurer of the Board in connection with the issuance of the Certificates as required by Section 3-19 of the Public Community College Act is hereby approved and shall be filed with the County Clerks of the Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion,

Montgomery, St. Clair and Washington, Illinois; and the Certificates before being issued shall be registered, numbered and countersigned by the Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the District of any preliminary official statement, official statement or other disclosure document and by the Purchaser of any Preliminary Term Sheet and any final Term Sheet relating to the Certificates (the "*Term Sheet*") is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by such disclosure document, the Purchase Contract, this Resolution, said Preliminary Term Sheet, the Term Sheet and the Certificates.

Section 12. Use of Certificate Proceeds. Accrued interest received on the delivery of the Certificates is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "General Obligation Debt Certificate (Limited Tax) Fund of 20__" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

The principal proceeds of the Certificates and any premium received on the delivery of the Certificates are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the "Project Fund of 20__" (the "*Project Fund*"), hereby created. It is hereby found and determined and hereby declared and set forth that the Board (i) has

not entered into an agreement of any kind with any entity, party or person (including, but not limited to, the Purchaser) to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time and (ii) is not required by any contract, decree, instrument, order, regulation or ruling, to not expend the proceeds of the Certificates deposited into the Project Fund for any period of time. Moneys in the Project Fund shall be used to pay costs of the Project in accordance with the following procedures:

1. Contracts (“*Work Contracts*”) have been or shall be awarded, from time to time, by the Board for the work on the Project; and the Board represent and covenant that each Work Contract has been or will be let in strict accordance with the applicable laws of the State of Illinois, and the rules and procedures of the District for same.

2. Pursuant to this Resolution or subsequent resolution or resolutions to be duly adopted, the Board shall identify all or a designated portion of each Work Contract to the Agreement. The Work Contracts attached hereto as *Exhibit 1* are hereby identified to the Agreement. This Resolution, any such further resolution and said Work Contracts shall be filed of record with the Secretary and the Treasurer. The adoption and filing of any such resolution or resolutions and the Work Contracts with such officers shall constitute authority for the Treasurer to make disbursements from the Project Fund to pay amounts due under such Work Contracts from time to time, upon such further resolutions, orders, vouchers, warrants, or other proceedings as are required under the applicable laws of the State of Illinois, and the rules and procedures of the District for same. No action need be taken by or with respect to the contractors under the Work Contracts as, pursuant to the Installment Purchase Provisions, the Treasurer acts as Nominee-Seller of the Project for all purposes, enabling the issuance of the Certificates.

Alternatively to the creation of the funds described above, the appropriate officers may allocate the funds to be deposited into the Certificate Fund or proceeds of the Certificates to one or more related funds of the District already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve such officers of the duty to account and invest such funds and the proceeds of the Certificates, as herein provided, as if the funds described above had in fact been created. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the District from the proceeds of the Certificates.

Section 13. Non-Arbitrage and Tax-Exemption. The District hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The District acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the District may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

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

The Board hereby authorizes the officials of the District responsible for issuing the Certificates, the same being the President, Secretary and Treasurer of the Board, to make such further covenants and certifications regarding the specific use of the proceeds of the Certificates as approved by the Board and as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will be exempt from federal income taxation. In connection therewith, the District and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the District in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid with proceeds of the Certificates and within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the District hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Certificates in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Certificates to reimburse said expenditures.

Section 15. List of Certificateholders. The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

Section 16. Duties of Certificate Registrar. If requested by the Certificate Registrar, the Chairman and Secretary are authorized to execute the Certificate Registrar's standard form of agreement between the District and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the District at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the District at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

Section 17. Continuing Disclosure Undertaking. The Chairman of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the District as herein provided, the Continuing Disclosure Undertaking will be binding on the District and the officers, employees and agents of the District, and the officers, employees and agents of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedy for failure to comply with the Continuing Disclosure Undertaking

shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the District to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Municipal Bond Insurance. In the event the payment of principal and interest on the Certificates is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the District and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer upon payment of the Certificates by the Bond Insurer, amendment hereof, or other terms, as approved by the Chairman of the Board on advice of counsel, his or her approval to constitute full and complete acceptance by the District of such terms and provisions under authority of this Section.

Section 19. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 20. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted August 23, 2021.

Chairman, Board of Trustees

Secretary, Board of Trustees

EXHIBIT 1

WORK CONTRACTS

Trustee Bryan Holthaus moved and Trustee Louis Kalert seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Trustees voted AYE: John W. Hawley,
Jim Beasley, Bryan Holthaus, Louis Kalert, Jeffrey Brown, and Laura Wedekemper

The following Trustees voted NAY: _____

None

Whereupon the Chairman declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the Secretary to record the same in the records of the Board of Trustees of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, which was done.

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

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

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF CLINTON)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois (the “Board”), and as such official am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 23rd day of August, 2021, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, and for the issue of not to exceed \$24,500,000 General Obligation Debt Certificates (Limited Tax), of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature, this 23rd day of August, 2021.

Secretary, Board of Trustees

STATE OF ILLINOIS)
) SS
COUNTY OF CLINTON)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Treasurer of the Board of Trustees (the “*Board*”) of Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, and as such official I do hereby certify that on the 23rd day of August, 2021, there was filed in my office and has been deposited in the official files and records of my office a properly certified copy of a resolution adopted by the Board on the 23rd day of August, 2021, and entitled:

RESOLUTION authorizing and providing for an Installment Purchase Agreement for the purpose of paying the cost of purchasing real or personal property, or both, in and for Community College District No. 501, Counties of Clinton, Bond, Fayette, Jefferson, Madison, Marion, Montgomery, St. Clair and Washington and State of Illinois, and for the issue of not to exceed \$24,500,000 General Obligation Debt Certificates (Limited Tax), of said Community College District evidencing the rights to payment under said Agreement, providing for the security for and means of payment under said Agreement of said Certificates, and authorizing the sale of said Certificates to the purchaser thereof.

together with any Work Contracts identified by the adoption of said resolution and attached thereto as *Exhibit 1*, and that the same have all been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 23rd day of August,
2021.

Treasurer, Board of Trustees

RESOLUTION 31-38

**RESOLUTION TO APPROVE PURCHASE OF
AXIOM SUBSCRIPTION FOR BUDGETING AND FORECASTING**

WHEREAS, the College has identified a need within its strategic priorities to improve documentation, training, and data-driven decisions regarding budgeting; and

WHEREAS, the College’s ERP system (Colleague) has a module with limited functionality; and

WHEREAS, Ellucian, the provider of Colleague, acknowledging the limitations of its solution has a silver partnership agreement with Syntellis to provide a subscription (Axiom) capable of electronically managing the budgeting process effectively and providing financial and analytical reports; and

WHEREAS, based on a review of Axiom and other solutions, a scoring metric supports a selection of Axiom for the functionality it provides for budgeting, forecasting, and financial reporting that will be beneficial in providing data for informed decision-making; and

WHEREAS, Axiom, through its partnership with Ellucian, has provided the following pricing for the financial reporting software:

Description	Total
Axiom (Budgeting and Forecasting) Subscription Fee	\$19,125
System Setup Fees	\$83,600
Total Implementation Cost	\$102,725

And,

WHEREAS, in addition to the total implementation cost, there will be an annual subscription fee of \$19,699, \$20,290, \$20,899, and \$21,526 respectively for years two, three, four, and five; and

WHEREAS, pursuant to Section 110 ILCS 805/ 3-21.1 of the Illinois Public Community College Act, the purchase of the Axiom is exempt from the bidding process; and

WHEREAS, Axiom is the only vendor-partner with Ellucian that can provide a comprehensive budget and financial reporting which makes Axiom a sole source; and

WHEREAS, funding for the purchase is included in the College’s budget, but Higher Education Emergency Relief Fund (HEERF) monies will be used as this technology supports the transition to distance learning and remote support services and

reduces the spread and transmission of COVID-19 on campus through fewer face-to-face interactions and less paper document sharing; and

WHEREAS, federal regulation states a vendor must be registered with the federal government for spend over \$25,000, and Syntellis is currently working towards becoming a registered vendor; however, if they are unable to attain, we can purchase through Ellucian who is registered, and

THEREFORE BE IT RESOLVED, that the Board of Trustees of Kaskaskia College, Community College District #501, approve the purchase of the Axiom Budgeting & Forecasting solution from Syntellis or Ellucian with a one-time implementation fee of \$83,600 and a yearly subscription amount of \$19,125 with a three percent increase each year for four more years.”

Dated this 23rd day of August 2021.

Chair, Board of Trustees
Kaskaskia College

Secretary, Board of Trustees
Kaskaskia College

RESOLUTION 21-39

RESOLUTION FOR DISPOSITION OF COLLEGE PROPERTY

WHEREAS, in accordance with the Illinois Public Community College Act, 110 ILCS 805/3-41, the Board is authorized “to sell at private or public sale any personal or real property not needed for community college purposes”; and

WHEREAS, a written accounting of such personal property is identified in the accompanying list of equipment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Kaskaskia College, Community College District #501, that the equipment listed be declared as “no longer needed for College purposes” and that the College Administration dispose of such equipment in accordance with College Policy #2.6001

Dated this 23rd day of August 2021

Chair, Board of Trustees
Kaskaskia College

Secretary, Board of Trustees
Kaskaskia College

INFORMATION TECHNOLOGY EQUIPMENT FOR SALVAGE

ITEM	KC TAG #	MAKE	MODEL	Serial #
PC	IT2699 / F1269	Dell	Optiplex 380	0J5VWM
PC	IT1505	Dell	Optiplex 330	0HY385
PC	IT2185 / F1159	Dell	Optiplex 360	0U344C
PC	24053 / F1410	Dell	Optiplex 780	0KXGVD
PC	IT2020	Dell	Optiplex 360	CYKQXH1
PC	IT2036	Dell	Optiplex 760	0HY385
PC	IT2029	Dell	Optiplex 760	0HY385
PC	IT1831	Dell	Optiplex 760	0HY385
PC	IT1830	Dell	Optiplex 760	0HY385
PC	IT2038	Dell	Optiplex 760	0HY385
PC	IT2037	Dell	Optiplex 760	0HY385
PC	IT2705	Dell	Optiplex 380	0J5VWM