

**AGENDA ITEM #IX-D-1
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE
CITY OF FREEPORT, FREEPORT PARK DISTRICT,
HIGHLAND COMMUNITY COLLEGE FOUNDATION,
AND HIGHLAND COMMUNITY COLLEGE REGARDING SUPPORT AND
COMMITMENT OF FUNDS FOR A GRANT APPLICATION TO THE ILLINOIS
DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ENHANCEMENT
PROGRAM (ITEP) FOR PEDESTRIAN/BICYCLE FACILITIES**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the attached Memorandum of Understanding (MOU) between the City of Freeport, Freeport Park District, Highland Community College Foundation, and Highland Community College outlining the College's support and commitment of funds to facilitate the submittal of an application to the Illinois Department of Transportation's (IDOT's) Transportation Enhancement Program (ITEP) for expansion of Pedestrian/Bicycle Facilities, including the commitment of \$200,000 as the College's portion of the required 20 percent match for the City of Freeport's \$3,000,000 application for ITEP funding.

BACKGROUND: At the September 14, 2022, Board retreat, trustees approved a Resolution affirming the College's support and commitment for the ITEP grant application by the City of Freeport. At that time, it was believed that the MOU was not required to be submitted with the grant application; however, it was later learned that it would be advantageous to the grant process of awarding points if the signed MOU was submitted with the application. The current draft of the MOU was discussed during the September 27, 2022, regular Board meeting, and President Chris Kuberski was asked to review the final draft with the College attorney and submit any necessary revisions to the City of Freeport prior to the submission of the final draft of the MOU by the City with the grant application on September 30, 2022.

BOARD ACTION: _____

Memorandum of Understanding

-by and between the following parties-

City of Freeport
an Illinois Home Rule Municipality

Freeport Park District
an Illinois Park District

Highland Community College District #519
an Illinois Community College District

Highland Community College Foundation
an Illinois Not-For-Profit Corporation

Effective Date: _____

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into effective the day and year aforesaid, by and between the signatories hereto, for and in consideration of the mutual covenants and promises set forth herein, and is executed pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*) by all applicable parties.

RECITALS

WHEREAS, the Highland Community College Foundation, an Illinois Not-For-Profit Corporation (hereinafter referred to as the "Foundation") currently owns and/or has a beneficial interest in certain property described in attached Exhibits "A-1" (the "HCCF North Property"), and Exhibit "A-2" (the "HCCF East Property"); and

WHEREAS, the Foundation intends to convey to the City title to or easements across the property described in Exhibits "A-1" and "A-2" for the purpose of maintaining a multi-use trail across said property; and

WHEREAS, the City of Freeport, an Illinois Home Rule Municipality (hereinafter referred to as the "City"), has acquired, or will acquire the property, or appropriate easements across such property, as described in Exhibit "B" (hereinafter, along with the HCCF East Property, referred to as the "City Legs") and in cooperation with the Freeport Park District, an Illinois Park District (hereinafter referred to as the "District") will acquire the property, or appropriate easements across such property, as described in Exhibit "C" (hereinafter the "Park Leg"); and

WHEREAS, Highland Community College, an Illinois Community College District (hereinafter referred to as the "College") has acquired, or will acquire the property, or appropriate easements across such property, as described in Exhibit "D" (hereinafter the "College Leg"); and

WHEREAS, the parties wish to work together to expand the existing network of multi-use paths with the City of Freeport and surrounding areas; and

WHEREAS, the City has applied for an Illinois Transportation Enhancement Program Grant in the amount of Three Million Dollars (US\$3,000,000.00) (the "ITEP Grant") through the Illinois Department of Transportation in order to fund the creation of the path system contemplated hereby, and will act as lead agency thereunder; and

WHEREAS, the City, District, and College have each agreed to pay \$200,000.00 as their share of the required matching funds under the ITEP grant; and

WHEREAS, for purposes of sharing of expenditures and labor required hereunder, the City, the District, and the College agree that this MOU shall be deemed an intergovernmental contract as defined in 5 ILCS 220/5 for purposes of allocating such expenses and labor, if any, as required hereby; and

WHEREAS, all parties have entered into this MOU with the intent to clearly delineate the rights, duties, and obligations of each party to the others in order to promote orderly and harmonious cooperation between the parties in furtherance of the common goals set forth herein.

AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

1. The Parties (All Parties). The parties to this MOU, and the relevant contact information for each for purposes of this MOU, are as set forth below.

The City

City of Freeport, Illinois
c/o City Manager
314 West Stephenson Street
Freeport, IL 61032

The District

Freeport Park District
c/o Executive Director
1122 South Burchard Avenue
Freeport, IL 61032

The College

Highland Community College
c/o College President
2998 West Pearl City Road
Freeport, IL 61032

The Foundation

Highland Community College Foundation
c/o Executive Director
2998 West Pearl City Road
Freeport, IL 61032

2. Transfer of Interests to the HCCF East Property (Foundation and City): The Foundation shall exercise its reasonable best efforts to transfer to the City merchantable title to the the HCCF East Property within sixty (60) days of confirmation of notice of the award of the ITEP Grant, via a good and sufficient corporation warranty deed or similar instrument, subject only to standard title exceptions and agreed matters of record. The Foundation shall pay all costs of said transfer. In the event that a transfer of title to any portion of said property can not be effected due to third party ownership issues, the Foundation shall secure a permanent easement, running with the land, and assign such rights to the City. The Foundation shall grant to the City a permanent 20' wide easement for the use of a recreational trail along the HCCF North Property.

3. **Acquisition of Properties: Descriptions General.** The City shall have the responsibility to obtain easements over any property not currently owned by the City or District for purposes of completing the City Leg and the District Leg of the trail. The College shall provide a permanent easement over the property needed for the College Leg, and the Foundation shall contribute lands as set forth in paragraph 2 above. Provided, the property to be dedicated and/or acquired by the City for the City Leg and the District Leg, the Foundation for the HCCF East Property or the HCCF North Property, and the College for the College Leg, as depicted in the attached Exhibits, need not be in the exact location and configuration shown on the Exhibits, which are included for illustrative purposes only. It is intended by the parties that each leg will consist of a contiguous strip of land no less than twenty feet (20') in width which connects with the other legs of the trail, or existing trail at its endpoints. Further, the parties intend that the path be generally configured as described in the attached Exhibits, but understand that due to unforeseen issues with acquisition or site specific requirements, the illustrated paths may need to be reconfigured in some fashion. The parties agree to work with one another in good faith to create a contiguous and connected path system through the identified areas.

4. **Matching Contributions.** The parties hereby agree to make the following matching contributions as required by the ITEP Grant:

City:	\$200,000.00
District:	\$200,000.00
College:	\$200,000.00

The parties understand that the matching funds will not be required immediately upon award of the grant, but intend that all other parties rely upon the payment commitment set forth herein. Each party represents that it will pay all sums required of it within thirty (30) days of notification of the need for the payment of matching funds, and shall take such budgetary measures as may be required to ensure that such funds are available when needed.

5. **Construction of Path.** As lead entity under the ITEP Grant, the City will be responsible for construction of all paths contemplated hereby, and shall, subject to payment of all matching contributions, be responsible for construction of the paths in accordance with the terms of the ITEP Grant.

6. **Maintenance of Path.** Each party shall be solely responsible for maintenance of the paths on its "leg", which maintenance may include, but is not limited to, providing necessary surface repairs and/or replacement, clearing of debris, and snow removal. More specifically, the City shall be responsible for maintenance of the City Leg (including the HCCF East Property), the District shall be responsible for maintaining the District Leg, and the College shall be responsible for maintaining the College Leg (including the HCCF North Property). Provided, that nothing herein shall be deemed to create a responsibility to any other party hereto, nor to any third party user of the paths, for maintenance of the trail in anything other than a natural condition. The responsibilities set forth in this paragraph are solely for the purpose of delineating the boundaries for maintenance as to the parties hereto, in the manner they see fit. Each party shall be responsible for maintaining adequate insurance on its Leg.

7. **Entire Understanding.** This MOU constitutes the entire understanding of the parties hereto as to the subject matter hereof. No other agreement, promise, or warranty, express or implied, written or oral, shall be binding upon the parties hereto as to the subject matter hereof unless expressly set forth herein. Any subsequent amendment or modification of this MOU shall be void unless made in writing and signed by all parties to be bound thereby.

8. **Public/Private Agreements.** This MOU shall constitute an intergovernmental agreement, pursuant to the Intergovernmental Cooperation Act (5/ILCS 220/1 *et seq*) to the extent any agreements are set forth herein which pertain to the rights and obligations of City, the District, or the College, to one another. As to any agreement between any party hereto and the Foundation, the parties agree that no portion hereof shall be deemed to create an obligation of any public body to the Foundation, other than the applied covenant of good faith and fair dealing, and that no procurement or other expenditure is expected by any public body on behalf of the Foundation. The Foundation's obligations to any public body hereunder are subject to enforcement under the standard rules for enforcement of contracts between contracting parties in the State of Illinois, according to the laws thereof.

9. **Actual Authority.** Each signatory hereto expressly represents to the others that prior to affixing his or her signature hereto, said signatory has obtained the actual and express authority from the governing board or council which he or she represents, to enter into this MOU according to the precise terms set forth herein.

10. **Effective Date.** The Effective Date of this Agreement, regardless of the date of signing by any party hereto, for purposes of determining the date of this MOU, shall be deemed to be the date first set forth on the front page hereof and referenced as "Effective Date".

11. **Failure of Grant Funding.** The obligations of all parties hereto are expressly contingent upon the award of the ITEP Grant in the full amount of \$3,000,000.00 and the approval by IDOT of all planned routes. If the ITEP Grant is not approved in the full amount, or any portion of the paths substantially as contemplated hereby is not approved, this agreement shall be voidable by any party hereto, by providing written notice to all other parties. In the event any party exercises its right to declare this Agreement void, the parties agree to renegotiate the terms of this Agreement in good faith, but none shall be obligated to proceed in any fashion hereunder, and all obligations established hereby shall be forgiven.

SO AGREED, the day and year first set forth above:

CITY OF FREEPORT, ILLINOIS, an Illinois
Home Rule Municipality,

By: _____
Randy Bukas, City Manager

FREEPORT PARK DISTRICT, an Illinois Park
District,

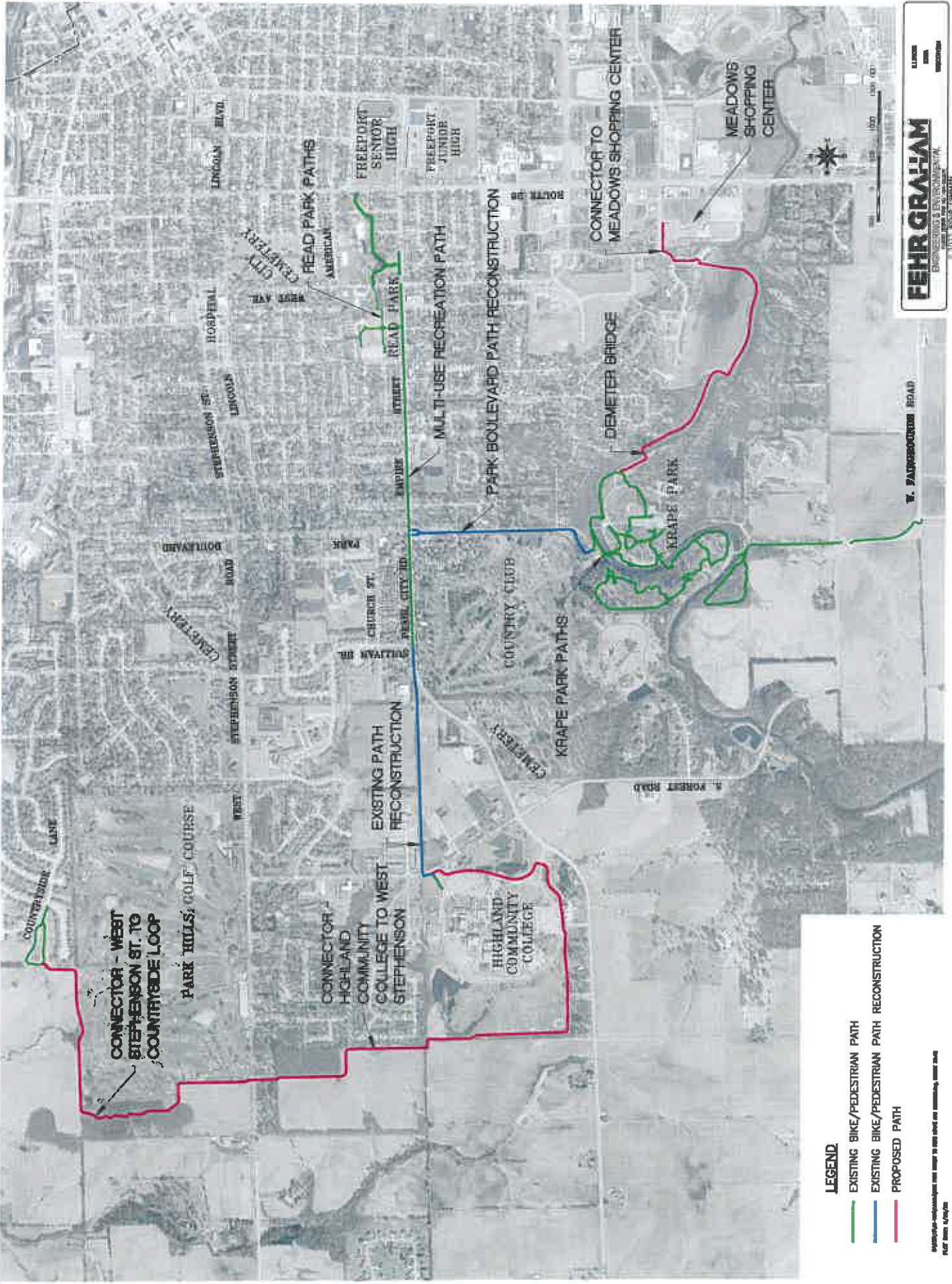
By: _____
Ron Schneider, Executive Director

HIGHLAND COMMUNITY COLLEGE,
An Illinois Community College District,

By: _____
Christina Kuberski, President

HIGHLAND COMMUNITY COLLEGE
FOUNDATION, an Illinois Not-For-Profit
Corporation,

By: _____
Dan Dick, Executive Director





LEGEND

- EXISTING BIKE/PEDESTRIAN PATH
- PROPOSED PATH

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EXHIBIT A-1 - HCCF North Property

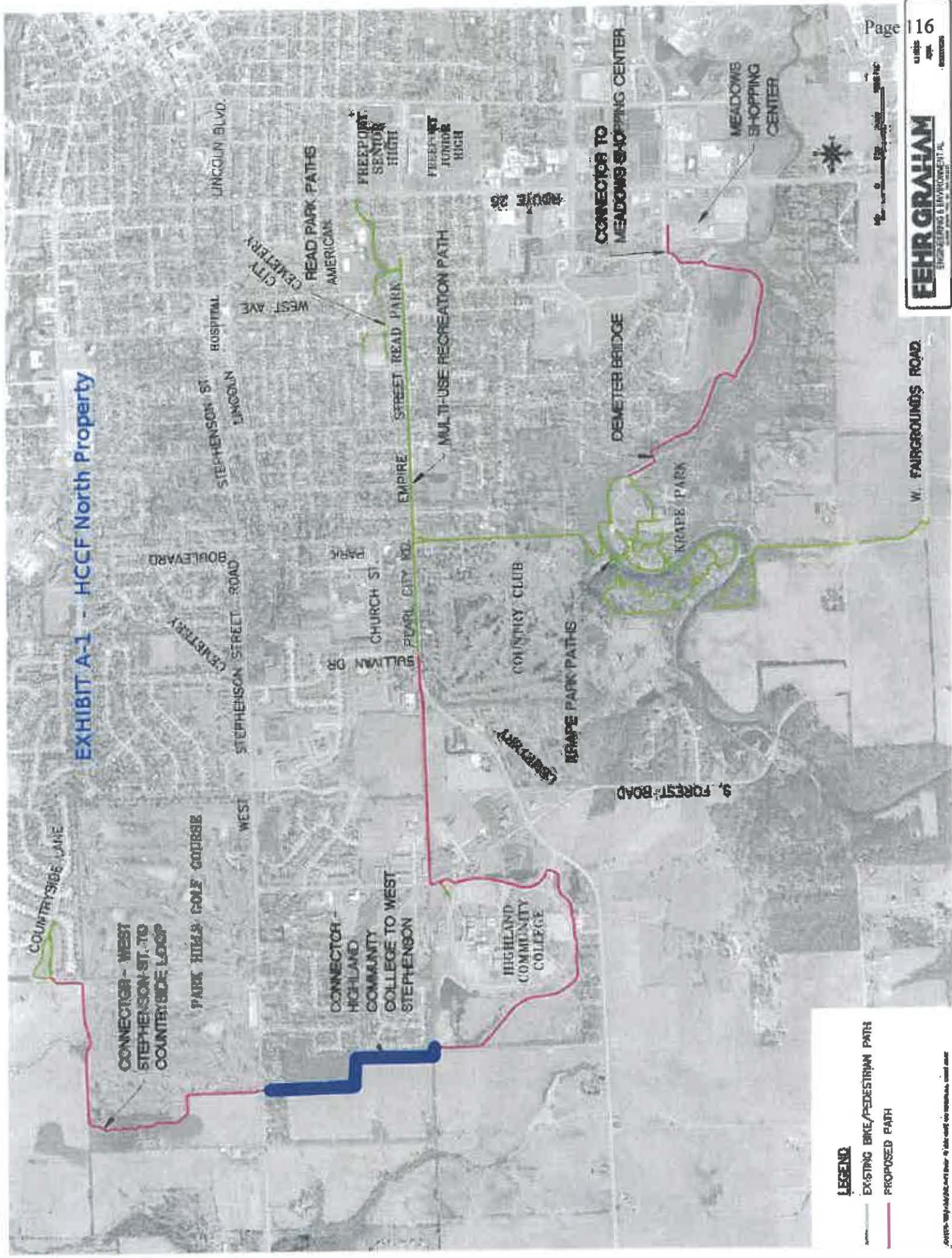
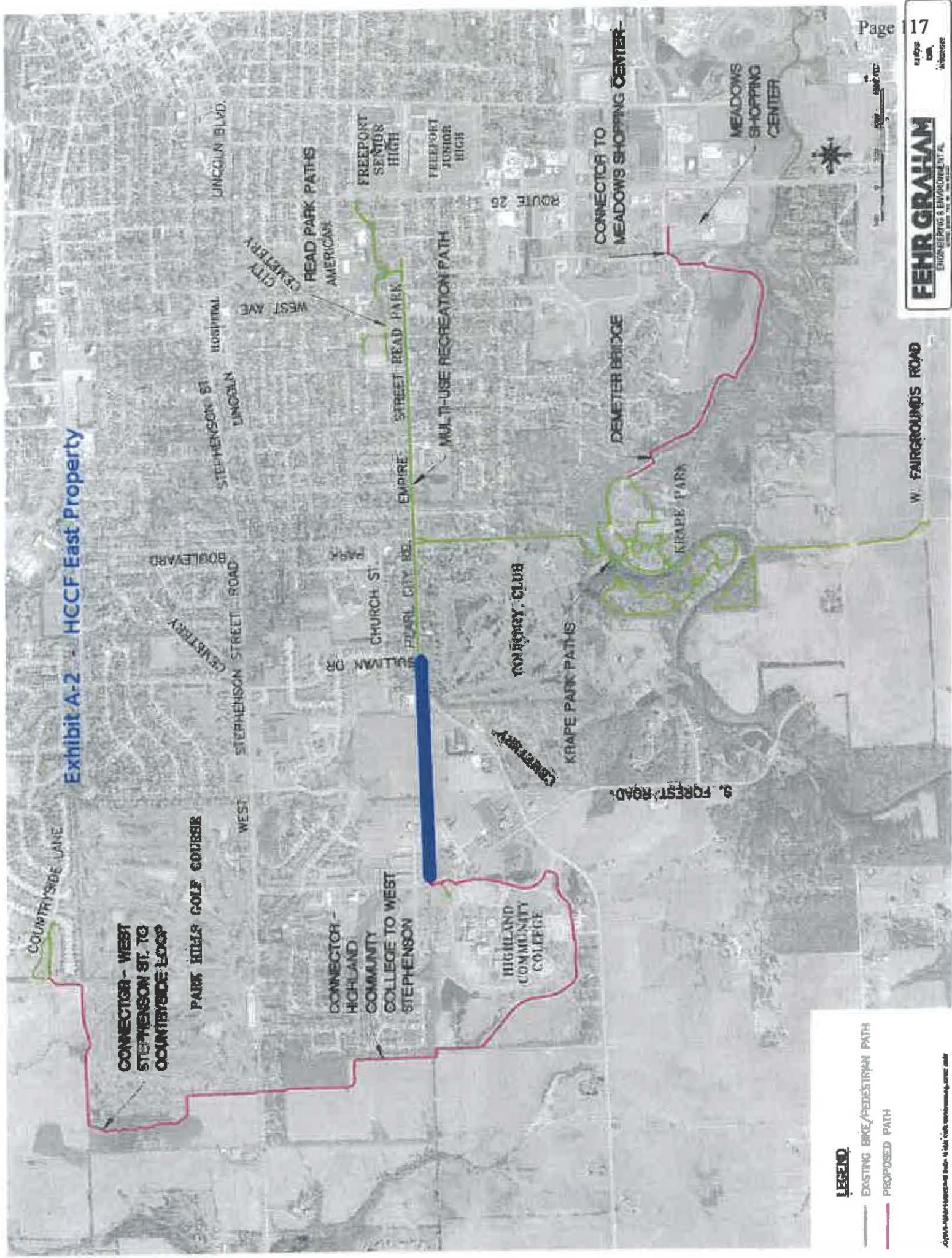


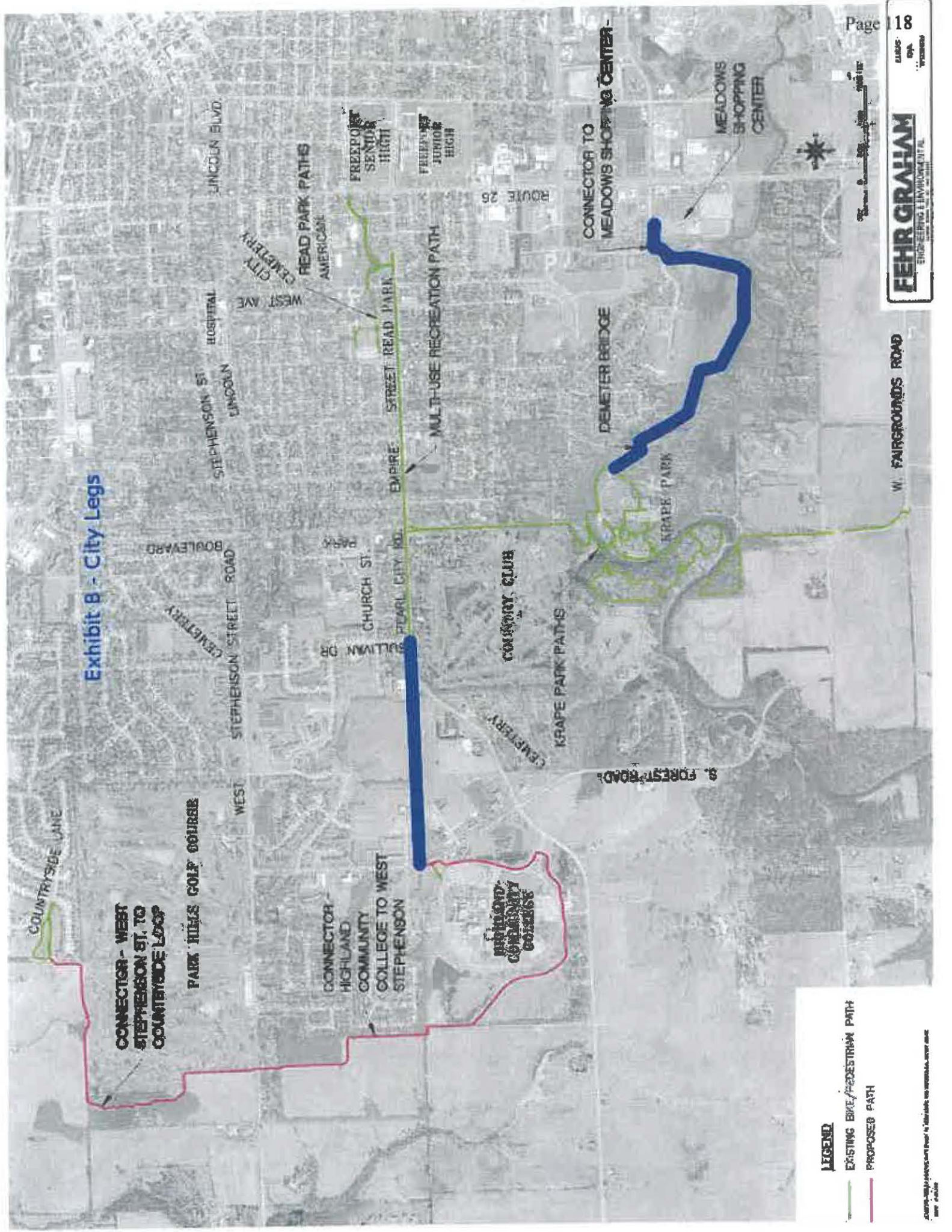
Exhibit A-2 - HCCF East Property



LEGEND

- EXISTING BIKE/PEDESTRIAN PATH
- PROPOSED PATH

Exhibit B - City Legs



LEGEND

- EXISTING BIKE / PEDESTRIAN PATH
- PROPOSED PATH

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Exhibit C - District Leg

CONNECTOR - WEST
STEPHENSON ST. TO
COUNTRYSIDE LOOP

PARK HILLZ GOLF COURSE

CONNECTOR
HIGHLAND
COMMUNITY
COLLEGE TO WEST
STEPHENSON

HIGHLAND
COMMUNITY
COLLEGE

KRAPE PARK PATHS

S. FOREST ROAD

DEMETER BRIDGE

CONNECTOR TO
MEADOWS SHOPPING CENTER

MEADOWS
SHOPPING
CENTER

W. FAIRGROUNDS ROAD

LEGEND

EXISTING BIKE/PEDESTRIAN PATH

PROPOSED PATH

Exhibit D - College Leg

CONNECTOR - WEST
STEPHENSON ST. TO
COUNTRYSIDE LANE

PARK HILLS GOLF COURSE

CONNECTOR -
HIGHLAND
COMMUNITY
COLLEGE TO WEST
STEPHENSON

HIGHLAND
COMMUNITY
COLLEGE

S. FOREST ROAD

KRAPE PARK PATHS

COUNTRY CLUB

CHURCH ST.
501 MAIN DR
PEARL CITY RD.

STEPHENSON STREET ROAD
COUNTRY CLUB
BOULEVARD

HOSPITAL
STEPHENSON ST
LINCOLN

HEAD PARK PATHS
AMERICANS
CITY CENTER

LINCOLN BLVD.

FREEPORT
SENIOR
HIGH

FREEPORT
JUNIOR
HIGH

MULTI-USE RECREATION PATH

STREET READ PARK

DEMETER BRIDGE

KRAPE PARK

CONNECTOR TO
MEADOWS SHOPPING CENTER

MEADOWS
SHOPPING
CENTER

W. FAIRGROUNDS ROAD

LEGEND

- EXISTING BIKE/PEDESTRIAN PATH
- PROPOSED PATH

2024/01/10/10:00 AM
MAP 10/10

**AGENDA ITEM #IX-D-2
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION SETTING FORTH AND DESCRIBING IN DETAIL CLAIMS
HERETOFORE AUTHORIZED AND ALLOWED FOR PROPER COMMUNITY
COLLEGE PURPOSES WHICH ARE PRESENTLY OUTSTANDING AND UNPAID,
DECLARING THE INTENTION TO AVAIL THE PROVISIONS OF ARTICLE 3A OF
THE PUBLIC COMMUNITY COLLEGE ACT OF THE STATE OF ILLINOIS, AS
AMENDED, AND TO ISSUE BONDS IN THE AMOUNT OF NOT TO EXCEED
\$8,150,000 FOR THE PURPOSE OF PAYING CLAIMS AGAINST THE DISTRICT,
AND DIRECTING THAT NOTICE OF SUCH INTENTION BE PUBLISHED AS
PROVIDED BY LAW**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approves the following Resolution concerning the intent to issue bonds in a principal amount not to exceed \$8,150,000.

RESOLUTION setting forth and describing in detail claims heretofore authorized and allowed for proper community college purposes which are presently outstanding and unpaid, declaring the intention to avail of the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended, and to issue bonds in a principal amount not to exceed \$8,150,000 for the purpose of paying claims against Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, and directing that notice of such intention be published as provided by law.

BACKGROUND: As part of the bond issuance process, the Board must declare its intention to issue bonds and provide public notice of such. Due to a tapering off of another bond issuance, the College's overall tax rate should remain in the same range as prior years.

BOARD ACTION: _____

WHEREAS, pursuant to the provisions of Article 3A of the Public Community College Act of the State of Illinois, as amended (the "*Act*"), Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), is authorized to issue bonds to pay claims against the District; and

WHEREAS, the District has presently outstanding and unpaid claims in the aggregate amount of \$8,150,000 (the "*Claims*"), all of the Claims having been heretofore authorized and allowed for proper community college purposes; and

WHEREAS, there are not sufficient funds on hand and available with which to pay the Claims, and the Board of Trustees of the District (the "*Board*") has determined and does hereby determine that it is necessary and in the best interests of the District that the Claims be paid from proceeds of bonds in the principal amount of \$8,150,000 (the "*Bonds*"); and

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

WHEREAS, the Board has examined and considered the Claims:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, as follows:

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

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

Section 3. Declaration of Intent. The Board does hereby determine and declare its intention to avail the provisions of Article 3A of the Act and to issue Bonds in the amount of \$8,150,000 for the purpose of paying the Claims.

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

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

**NOTICE OF INTENTION OF
COMMUNITY COLLEGE DISTRICT NO. 519,
COUNTIES OF STEPHENSON, OGLE, JO DAVIESS AND CARROLL AND
STATE OF ILLINOIS
TO ISSUE \$8,150,000 FUNDING BONDS**

PUBLIC NOTICE is hereby given that on the 18th day of October, 2022, the Board of Trustees (the "*Board*") of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), adopted a resolution declaring its intention and determination to issue bonds in the aggregate amount of \$8,150,000 for the purpose of paying presently outstanding and unpaid claims against the District, all of which unpaid claims have been heretofore authorized and allowed for proper community college purposes and it is the intention of the Board to avail of the provisions of Article 3A (Sections 3A-6 to 3A-9, inclusive) of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and to issue said bonds for the purpose of paying such unpaid claims.

A petition may be filed with the Secretary of the Board (the "*Secretary*") within thirty (30) days after the date of publication of this notice, signed by not less than 5,642 voters of the District, said number of voters being equal to ten per cent (10%) of the registered voters of the District, requesting that the proposition to issue said bonds as authorized by the provisions of said Article 3A be submitted to the voters of the District. If such petition is filed with the Secretary within thirty (30) days after the date of publication of this notice, an election on the proposition to issue said bonds shall be held on the 28th day of February, 2023, unless none of the voters of the District are scheduled to cast votes for any candidates for nomination for, election to or retention in public office at said election, in which case an election on the proposition to issue said bonds shall be held on the 4th day of April, 2023. The Circuit Court may declare that an emergency referendum should be held prior to either of said election dates

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

By order of the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

DATED this 18th day of October, 2022.

Terri Grimes
Secretary, Board of Trustees,
Community College District No. 519,
Counties of Stephenson, Ogle, Jo Daviess
and Carroll and State of Illinois

James Endress
Chairman, Board of Trustees,
Community College District No. 519,
Counties of Stephenson, Ogle, Jo Daviess
and Carroll and State of Illinois

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

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

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

Adopted October 18, 2022.

Chairman, Board of Trustees

Secretary, Board of Trustees

**AGENDA ITEM #IX-D-3
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**RESOLUTION CALLING A PUBLIC HEARING CONCERNING
THE INTENT OF THE BOARD OF TRUSTEES TO SELL
NOT TO EXCEED \$8,150,000 FUNDING BONDS FOR THE PURPOSE
OF PAYING CLAIMS AGAINST THE DISTRICT**

RECOMMENDATION OF THE PRESIDENT: That the Highland Community College Board approve the following Resolution:

RESOLUTION calling a public hearing concerning the intent of the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, to sell not to exceed \$8,150,000 funding bonds.

BACKGROUND: As part of the process of issuing bonds Certificates (previous agenda item), for which operational funds are not available, the College will hold a public hearing at the November 22, 2022, Board meeting on this matter.

BOARD ACTION: _____

WHEREAS, Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), is a duly organized and existing community college district created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Board of Trustees of the District (the "*Board*") intends to sell bonds to the amount of \$8,150,000 for the purpose of paying claims against the District (the "*Bonds*"); and

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

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois, as follows:

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

Section 2. Public Hearing. The Board hereby calls a public hearing to be held at 4:00 o'clock P.M. on the 22nd day of November, 2022, in the Robert J. Rimington Board Room (H-228), Highland Community College, 2998 West Pearl City Road, Freeport, Illinois, in the District, concerning the Board's intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the "*Hearing*").

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Section 3. Notice. The Secretary of the Board (the "*Secretary*") shall (i) publish notice of the Hearing at least once in the *Journal Standard*, the same being a newspaper of general circulation in the District, not less than 7 nor more than 30 days before the date of the Hearing and (ii) post at least 96 hours before the Hearing a copy of said notice at the principal office of the Board, which notice will be continuously available for public review during the entire 96-hour period preceding the Hearing.

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

[Type here]

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF
THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 519,
COUNTIES OF STEPHENSON, OGLE, JO DAVIESS AND CARROLL AND
STATE OF ILLINOIS
TO SELL \$8,150,000 FUNDING BONDS**

PUBLIC NOTICE IS HEREBY GIVEN that Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois (the "*District*"), will hold a public hearing on the 22nd day of November, 2022, at 4:00 o'clock P.M. The hearing will be held in the Robert J. Rimington Board Room (H-228), Highland Community College, 2998 West Pearl City Road, Freeport, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the District to the amount of \$8,150,000 for the purpose of paying claims against the District.

By order of the Board of Trustees of Community College District No. 519, Counties of Stephenson, Ogle, Jo Daviess and Carroll and State of Illinois.

DATED the 18th day of October, 2022.

Terri Grimes
Secretary, Board of Trustees,
Community College District No. 519, Counties of
Stephenson, Ogle, Jo Daviess and Carroll and State
of Illinois

[Type here]

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

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

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

Adopted October 18, 2022.

Chairman, Board of Trustees

Secretary, Board of Trustees

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**AGENDA ITEM #IX-D-4
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**PAYMENT OF BILLS AND AGENCY FUND REPORT
SEPTEMBER 2022**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the following Resolution for the payment of the September 2022 bills, including Board travel.

RESOLUTION: Resolved that Jill Janssen, Treasurer, be and she is hereby authorized and directed to make payments or transfers of funds as reflected by warrants 355073 through 355494 amounting to \$740,943.08, Automated Clearing House (ACH) debits W0000634 amounting to \$22,314.51 and Electronic Refunds of \$29,076.50, with 14 adjustments of \$2,756.95, such warrants amounting to \$789,577.14. Transfers of funds for payroll amounted to \$602,338.81.

Automated Clearing House (ACH) debits are Fifth Third Bank in the amount of \$22,314.51. Electronic Refunds are issued to students.

BOARD ACTION: _____

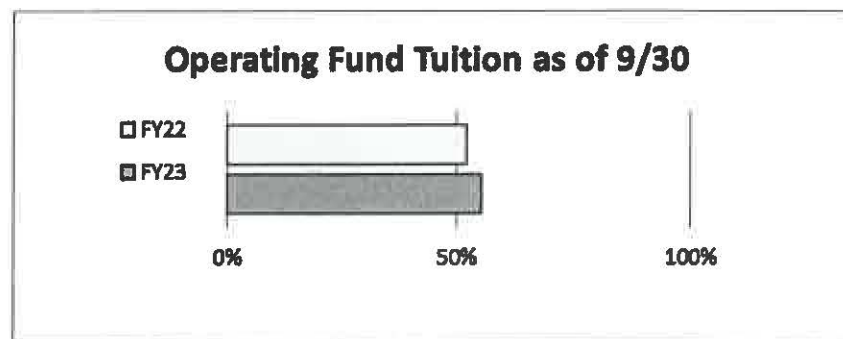
**HIGHLAND COMMUNITY COLLEGE
AGENCY FUND
Balance Sheet, September 30, 2022**

	PREVIOUS BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE
US BANK	\$335,605.94	\$1,250.00	\$389.90	\$336,466.04
FIFTH THIRD	11,091.67	0.00	0.00	11,091.67
UNION LOAN AND SAVINGS	176,216.88	0.00	0.00	176,216.88
TOTAL ASSETS	\$522,914.49	\$1,250.00	\$389.90	\$523,774.59
1010 HCC ORCHESTRA	\$0.00			\$0.00
1011 TRANSFER FUNDS				
1012 FORENSICS SCHOLAR	0.00			0.00
1013 INTEREST ON INVEST.				
1014 TRUSTS AND AGENCIES				
1015 CARD FUND				
1016 DIST #145 ROAD AND LOT	65,204.86		129.97	65,074.89
1017 HCC ROAD AND LOT	102,781.81		129.96	102,651.85
1018 YMCA ROAD AND LOT	94,031.19	416.66	129.97	94,317.88
1019 YMCA BLDG/MAINT	70,383.17	833.34		71,216.51
1020 HCC BLDG/MAINT	78,972.13			78,972.13
1021 YMCA/HCC INTEREST	100,449.66			100,449.66
1022 HCC SECTION 125 PLAN	11,091.67			11,091.67
1023 I-3SP CAREER SERVICES	0.00			0.00
TOTAL	\$522,914.49	\$1,250.00	\$389.90	\$523,774.59

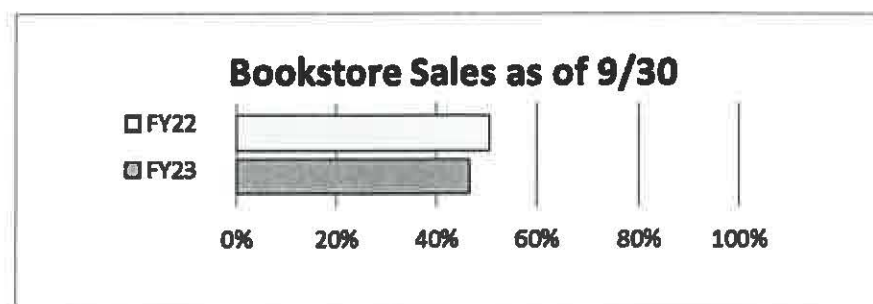
**AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23**

**TREASURER'S REPORT
STATEMENTS OF REVENUE, EXPENDITURES &
CHANGES IN FUND BALANCE**

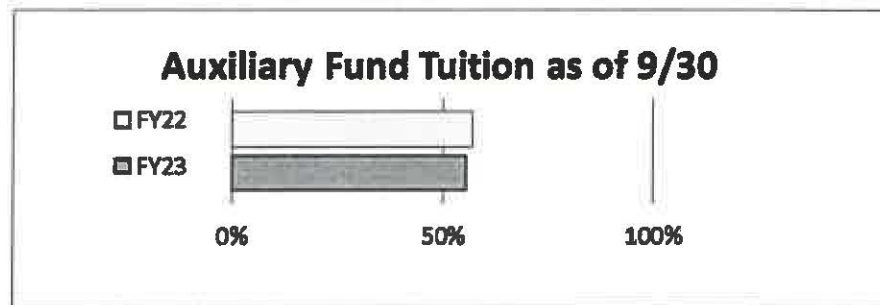
- As of September 30th, we are 25% of the way into FY23.
- The FY23 reports have been updated to include the permanent budget amounts.
- Local tax payments have been received from the County Treasurers' offices, as reflected in the "local taxes" line items in the funds for which we levy.
- **Current Results as of Month End:** The following chart shows the comparison of the FY22 Operating Funds tuition revenue results to FY23 results as of September 30th. The FY22 bar is the year-to-date results as of September 30, 2021, divided by the actual year end results for FY22. The FY23 bar is the year-to-date results for September 30, 2022, divided by the annual budgeted amount for FY23.



- Tuition revenue for truck driving is at 75% of the amount budgeted for the year.



- Bookstore sales appear to be about 4% lower than anticipated at this point in time. If bookstore sales are 4% lower than budgeted for the fiscal year, that amounts to \$17,000.



- Auxiliary Fund tuition revenue appears to be about 2% below the amount anticipated at this point in time. If Auxiliary Fund tuition revenue is 2% lower than budgeted for the fiscal year, that amounts to \$8,500.

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE
FY23

OPERATING FUNDS (EDUCATIONAL AND OPER. & MAINT. FUNDS COMBINED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022

<u>REVENUE:</u>	<u>Budget</u>	<u>Year- to-Date</u>	<u>Percent</u>
Local Taxes	\$7,237,650	2,039,977	28.2%
Credit Hour Grants	1,274,865	339,281	26.6%
Equalization	50,000	12,500	25.0%
ICCB Career/Tech Education	136,719	68,360	50.0%
ICCB Performance	15,000	-	0.0%
CPP Replacement Tax	1,285,000	24,291	1.9%
Federal Sources	72,000	15,941	22.1%
Tuition & Fees	4,378,900	2,419,472	55.3%
Sales & Services	29,550	4,109	13.9%
Facilities Revenue	111,850	23,729	21.2%
Interest on Investments	72,000	26,539	36.9%
Non-Govt. Gifts, Grants	355,161	-	0.0%
Miscellaneous	44,376	15,506	34.9%
Total Revenue	\$15,063,071	\$4,989,705	33.1%
<u>EXPENDITURES:</u>			
Salaries	\$9,925,107	\$1,745,488	17.6%
Employee Benefits	2,330,670	847,449	36.4%
Contractual Services	1,279,288	603,847	47.2%
Materials & Supplies	934,410	318,759	34.1%
Conference & Meeting	269,788	37,629	13.9%
Fixed Charges	62,390	41,224	66.1%
Utilities	581,716	510,309	87.7%
Capital Outlay	38,745	6,008	15.5%
Other Expenditures	137,957	121,176	87.8%
Transfers (In) Out	(497,000)	-	0.0%
Total Expenditures	\$15,063,071	\$4,231,889	28.1%
Excess of Revenues Over Expenditures	\$0	\$757,816	
Fund Balance 7/1/22	6,771,616	6,771,616	
Fund Balance 9/30/22	\$6,771,616	\$7,529,432	

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23

OPERATIONS AND MAINTENANCE FUND (RESTRICTED)
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$957,500	265,182	27.7%
Bond Proceeds	7,245,000	-	100.0%
	-----	-----	-----
Total Revenue	\$8,202,500	\$265,182	100.0%
EXPENDITURES:			

Contractual Services	120,800	30,709	0.0%
Capital Outlay	10,692,319	1,122,974	10.5%
	-----	-----	-----
Total Expenditures	10,813,119	1,153,683	10.7%
Excess of Revenues Over Expenditures	(\$2,610,619)	(\$888,501)	
Fund Balance 7/1/22	\$4,054,017	\$4,054,017	
	-----	-----	
Fund Balance 9/30/22	\$1,443,398	\$3,165,516	

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23

AUXILIARY ENTERPRISE FUND

**Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022**

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Tuition and Fees	\$425,000	\$235,602	55.4%
Bookstore Sales	425,000	198,894	46.8%
Athletics	41,040	5,495	13.4%
Other	70,350	17,221	24.5%
-----	-----	-----	-----
Total Revenue	\$961,390	\$457,212	47.6%
EXPENDITURES:			

Salaries	\$323,600	\$66,658	20.6%
Employee Benefits	33,433	9,841	29.4%
Contractual Services	120,330	16,517	13.7%
Materials & Supplies	539,635	225,275	41.7%
Conference & Meeting	322,063	20,908	6.5%
Fixed Charges	13,459	800	5.9%
Utilities	17,295	765	4.4%
Capital Outlay	650	421	64.8%
Other Expenditures	25,773	621	2.4%
-----	-----	-----	-----
Total Expenditures	\$1,396,238	\$341,806	24.5%
Excess of Revenues Over Expenditures	(\$434,848)	\$115,406	
Fund Balance 7/1/22	\$1,471,702	\$1,471,702	
-----	-----	-----	
Fund Balance 9/30/22	\$1,036,854	\$1,587,108	

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23

RESTRICTED PURPOSE FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022

<u>REVENUE:</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Percent</u>
Vocational Education	\$153,441	-	0.0%
Adult Education	253,516	-	0.0%
Other Illinois Sources	131,865	-	0.0%
Department of Education	3,624,293	291,191	8.0%
Other Federal Sources	565,013	-	0.0%
Tuition & Fees	520,000	287,958	55.4%
Sales & Service Fees	24,500	2,427	9.9%
Interest	20,000	-	0.0%
Non-govt. Gifts, Grants	376,614	43,726	11.6%
Other	298,951	35,632	11.9%
	-----	-----	-----
Total Revenue	\$5,968,193	660,934	11.1%
 <u>EXPENDITURES:</u>			
Salaries	\$1,363,927	\$300,077	22.0%
Employee Benefits	358,188	65,718	18.3%
Contractual Services	836,554	186,299	22.3%
Materials & Supplies	281,409	110,121	39.1%
Conference & Meeting	140,706	32,657	23.2%
Fixed Charges	26,758	658	2.5%
Utilities	4,872	-	0.0%
Capital Outlay	1,036,653	200,672	19.4%
Other Expenditures	430,040	224,740	52.3%
Financial Aid	2,588,010	-	0.0%
Transfers out (in)	427,000	-	0.0%
	-----	-----	-----
Total Expenditures	\$7,494,117	\$1,120,942	15.0%
 Excess of Expenditures Over Revenue	 (\$1,525,924)	 (\$460,008)	
 Fund Balance 7/1/22	 2,235,248	 2,235,248	
	-----	-----	
Fund Balance 9/30/22	\$709,324	\$1,775,240	

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23
AUDIT FUND

Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$60,000	\$15,113	25.2%
-----	-----	-----	-----
Total Revenue	\$60,000	\$15,113	25.2%
EXPENDITURES:			

Contractual Services	\$57,000	\$58,000	101.8%
-----	-----	-----	-----
Total Expenditures	\$57,000	\$58,000	101.8%
Excess of Revenues Over Expenditures	\$3,000	(\$42,887)	
Fund Balance 7/1/22	(\$2,785)	(\$2,785)	
-----	-----	-----	
Fund Balance 9/30/22	\$215	(\$45,672)	

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23

BOND AND INTEREST FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022

REVENUE:	Tentative Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,831,050	523,427.00	28.6%
	-----	-----	-----
Total Revenue	\$1,831,050	\$523,427	28.6%
 EXPENDITURES:			

Fixed Charges	\$1,776,050	-	0.0%
	-----	-----	-----
Total Expenditures	\$1,776,050	\$0	0.0%
 Excess of Revenues Over Expenditures	\$55,000	\$523,427	
 Fund Balance 7/1/22	\$870,056	\$870,056	
	-----	-----	
Fund Balance 9/30/22	\$925,056	\$1,393,483	

AGENDA ITEM #X-A
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD
FY23

LIABILITY, PROTECTION, AND SETTLEMENT FUND
Statement of Revenue, Expenditures, & Changes in Fund Balance
For the Period Ended September 30, 2022

REVENUE:	Budget	Year to-Date	Percent
-----	-----	-----	-----
Local Taxes	\$1,327,500	\$364,956	27.5%
-----	-----	-----	-----
Total Revenue	\$1,327,500	\$364,956	27.5%
EXPENDITURES:			

Salaries	\$310,613	\$66,966	21.6%
Employee Benefits	309,017	95,248	30.8%
Contractual Services	389,425	72,511	18.6%
Materials & Supplies	16,300	-	0.0%
Conference & Meetings	23,220	11,225	48.3%
Fixed Charges	251,122	252,787	100.7%
Utilities	36,400	1,567	4.3%
-----	-----	-----	-----
Total Expenditures	\$1,336,097	\$500,304	37.4%
Excess of Revenues			
Over Expenditures	(\$8,597)	(\$135,348)	
Fund Balance 7/1/22	\$414,929	\$414,929	
-----	-----	-----	
Fund Balance 9/30/22	\$406,332	\$279,581	

**AGENDA ITEM #XII-B-1
OCTOBER 18, 2022
HIGHLAND COMMUNITY COLLEGE BOARD**

**MEMORANDUM OF UNDERSTANDING (MOU) FOR FALL 2022 BETWEEN
HIGHLAND COMMUNITY COLLEGE (BOARD OF TRUSTEES) AND
HIGHLAND COMMUNITY COLLEGE FACULTY SENATE,
AFFILIATED WITH AFT/IFT LOCAL 1957,
DUE TO THE COVID-19 NATIONAL PANDEMIC**

RECOMMENDATION OF THE PRESIDENT: It is recommended that the Highland Community College Board approves the attached Memorandum of Understanding (MOU) for Fall 2022 with the Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957, due to the COVID-19 national pandemic.

BACKGROUND: The disruption caused by the COVID-19 national pandemic impacted the ability to carry out certain aspects of the current contract with the Faculty. The attached Memorandum of Understanding outlines the terms agreed to that would address these issues for the Fall 2022 semester.

BOARD ACTION: _____

Memorandum of Understanding
Between
Highland Community College (Board of Trustees)
And
Highland Community College Faculty Senate, Affiliated with AFT/IFT Local 1957
September 30, 2022

Issue:

Due to the conditions related to COVID-19 National Pandemic, and the current platform of educational services under the Illinois Governor's Executive Orders and Guidance from the Illinois Community College Board, The Faculty Senate and Highland's administration have agreed, via impact bargaining, to the following conditions for the COVID-19 situation.

Agreement: The parties agree to the following:

1. CDC, ICCB, and IDPH guidelines will be adhered to and will guide and/or determine COVID-19 and safety-related decisions made by the College. In making such decisions, the College will also give appropriate consideration to any issued guidance by the Governor and/or IDPH applicable to the College's geographic area, in force at the time of any such decision.
2. During the term of this MOU: Full-time Faculty salary and employment status will remain as-is according to the most current CBA and any contracts or payment agreements made for the FA-22 semester, even if programs or courses are low-enrolled.
 - a. Due to the unprecedented situation of the ongoing COVID-19 pandemic, Faculty will not be required to teach more than five (5) course sections totaling at least 13.1 credits unless the faculty member and the Faculty Senate President agree to more. This five (5) course section limit does not include courses that are open-lab or cross-listed (offered at the same time, in the same location, with the same instructor) or for courses like or similar to OCED 290 Workplace Experience that are designed for limited enrollment and require Instructor approval.
 - b. Tutorial loading will be used only to calculate load course sections beyond five (5) course sections or fifteen (15) credits.
 - c. No precedent or past practice will be set regarding Faculty load calculation when addressing future situations.
3. In considering the status of under-enrolled programs that have been areas of concern through FY23, appropriate consideration will be given to the Impact of the COVID-19 pandemic. Any under enrolled programs considered for program reduction will be subject to Program Review, following the process explained in the most current Faculty Handbook.
4. Full-time faculty evaluations will be as follows:
 - a. Any faculty evaluations held via online platforms or Zoom may not be recorded without the Faculty member's express consent. If consent is not given, the observer will take notes or otherwise document their thoughts as consistent with in-person evaluation.
 - b. Non-tenured Faculty should still expect to be evaluated for at least five semesters within the time frame by the dean and tenure committee prior to being recommended for tenure.

5. Any unused FY23 Personal Days, provided as a benefit to Faculty and Custodial Maintenance employees via the most current CBA, will roll over into the next academic year(s). These unused days will be eligible for use through the academic year 2024/2025.
6. A Faculty member will be notified by the College where a Health Department or IDPH has provided sufficient information to make the College aware that the individual of concern had sufficient contact with the faculty member to be notified under contact tracing protocols. This will include notification, via email or phone, when the College has been formally made aware that a student enrolled in a Faculty member's on-campus course has tested positive for COVID-19 or deemed by a Health Department as a presumptive positive.
7. As per CDC guidelines, any shared space that was used by someone who is positive, or presumed positive, for COVID-19 will be cleaned and disinfected by the College within 24 hours of notification of that person's status as COVID-19 positive, or presumed positive.
8. Remote work options will be available for all non-classroom campus service, including office hours, Opening Days, committee meetings, meetings with supervisors, etc. No Faculty member will be expected to attend face-to-face meetings or events, but on-campus participation is encouraged and appreciated.
9. The College recognizes the preparing and presenting current courses is the most essential function of a Faculty Member. Likewise, the College recognizes that preparing and presenting courses in an alternative format is challenging, time-consuming, and stressful. Similarly, the Faculty acknowledge and recognize that issues of COVID-19 present a substantial number of external threats to the college, creating challenging and stressful management and student enrollment hurdles for the administration. Accordingly, while Faculty are encouraged to maintain usual and customary additional duties, there will not be repercussions for declining such additional duties as normally assigned, including recruiting activities, committee work, etc. If the Faculty member feels unable to do so, especially those activities that require in-person attendance. In such instances the Faculty member shall first discuss their concerns with their Dean or supervisor to see if the concerns can be reasonably addressed.
10. Faculty who are teaching more than 50% of their teaching load online, hybrid, or virtual meeting mode will receive \$10 per month for the months of August through December for Internet access.
11. Faculty will be provided with the necessary equipment and adequate training for alternative delivery methods. Faculty members must request purchase of authorized equipment through the College. The College will purchase the equipment due to record keeping requirements. If for some reason the College cannot purchase the equipment and the Faculty member purchases authorized equipment, with the approval of a purchase request, necessary for alternative delivery methods, the College will reimburse the entire amount of purchase. If a Faculty member requires additional training that cannot be provided by the College, the College will pay for or reimburse the cost of said training.
12. Temporary Covid-related modifications lasting no more than three weeks to Fall 2022 class modalities will be discussed and made in consultation with the division dean. Modifications beyond the initial temporary modification will be made in accordance with Policy 2.16.
13. One (1) Faculty representative shall be identified by the Faculty Senate President and added to the Emergency Operations Team.

14. Enrollment in online (Y1 or Y2), virtual (V), virtual hybrid (VH), and hyflex (HF) courses will not exceed the range of 20-25 students, which number within the range will be based on agreement between the Faculty member and the division Dean with due consideration to the particular course. The maximum number established will not be exceeded unless by the consent of the Faculty member and the division Dean.
15. No decisions made by the College occurring because of the COVID-19 pandemic situation will be considered to have established past practice unless otherwise agreed upon.
16. If a Faculty member who is teaching face-to-face courses, including hybrid, virtual hybrid, or hyflex, needs to move from the classroom to home in order to continue teaching, the Faculty member will not be required to take sick days. If a Faculty member, who has been teaching on-campus, is required to quarantine or isolate, but is asymptomatic, they may work remotely. During all such periods of remote work, the faculty member is not required to use sick days, provided they are continuing instruction remotely.

All aspects of this agreement shall be in effect for Fall 2022 semester, through December 16, 2022.

Provisions of this MOU that are carried out over the full academic year (as specifically defined by the Parties as items 2 and 4 above) will be in effect through the Spring 2023 semester.

Should either party deem it appropriate or necessary, they may initiate negotiations on any subsequent Covid-related MOU no later than November 1, 2022, for the Spring 2023 academic semester.

Date:

Board Chair



Faculty Senate/Local 1957 President