

SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING  
2K2 Faculty Dining Room Second Floor  
December 17, 1984 7:30 p.m.

- A. Call to Order
- B. Roll Call
- C. Communications from Visitors
- D. Approval of Minutes
- E. Financial Reports and Actions:
  - 1. Treasurer's Report
  - 2. Current Disbursements
  - 3. Current Payroll Journal
  - 4. Approval of FY 84 Audit
  - 5. Working Cash Resolution
  - 6. Lease for New Business Incubator
  - 7. Approval to Lease land
  - 8. Approval of Bid -
- F. Personnel Recommendations:
  - 1.
- G. Other Actions:
  - 1. Program Approval
  - 2. Policy Revision (First Reading)
  - 3. Policy Revision (Second Reading)
  - 4.
- H. Reports:
  - 1. Student Trustee
  - 2. ICCTA Representative
  - 3. Foundation Liaison
  - 4. Board Chair
  - 5. Board Attorney
- I. President's Report:
  - 1. Data Processing Services
  - 2. Heating, Refrigeration, and Air Conditioning
  - 3. North Central Accreditation Self-Study
  - 4. Proposal on Planning
  - 5. Other
- J. Time of Next Meeting
- K. Executive Session

# MINUTES OF THE SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING

December 17, 1984

The Board of Trustees of Sauk Valley College met in regular meeting at 7:30 p.m. on December 14, 1984 in Room 2K2 of Sauk Valley College, Rural Route #5, Dixon, Illinois.

Call to Order: Chair Fisher called the meeting to order at 7:30 p.m. and the following members answered roll call:

Edward Andersen  
Kay Fisher

William Simpson

Absent:

Richard Groharing  
David Mandrgoc

Oscar Koenig  
Robert Wolf

Chair Fisher noted that since there was not a quorum present the Board would revise the agenda and hear reports until Member Mandrgoc would arrive as expected.

Due to the absence of Secretary Mandrgoc, Member Simpson was appointed Secretary Pro-tem.

ICCTA:

There was no ICCTA report due to the absence of Member Groharing. The Board discussed the possibility of the ICCTA conducting a New Trustee Workshop sometime in January. (As the result of a phone call later to the ICCTA, it was determined that the ICCTA will not conduct this workshop until after the trustee election in November of 1985.)

Board Chair:

Chair Fisher said there would be no Foundation report as they did not meet in December. She reminded the Board members of the plans for forming a committee for the college 20-year celebration. She said that representatives from the community, staff and Board will be appointed to this committee.

Chair Fisher also reported on the new business incubator press conference to be held on Tuesday evening at 7:00 p.m. in Room 2K2 of the college. This meeting will include a tour of the new facilities and she invited all Board members to attend.

In regard to the Trustee Workshop, she said it would be scheduled for January 11th and 12th with the location to be announced. Any Board member still having items for the agenda is to contact Kay as soon as possible.

President's  
Report:

Dr. Garner reported that the contract on our present computers will expire in March. He said some major decision will have to be made soon in this area. He also reported that the Heating, Air Conditioning and Refrigeration programs will be moved to the space recently vacated in the basement. He said the administration hopes to have this move completed by the Fall of 1985.

Karen Shapton gave a presentation to the Board on the criteria for accreditation by North Central. She said the visitation team will be at the college on March 18, 19 and 20.

Proposal on Planning: Dr. Garner outlined the schedule for the 3 stages of planning now under way: 1) Information collection, 2) Reaction and Response, and 3) Recommendations and Actions. He highlighted the importance of the Board role in this process.

Dr. Garner reported that two companies were presently moving equipment into T-1 and another company is making plans to move in soon.

Board  
Attorney:

Attorney Pace reported on the meeting with the Capital Development Board in regard to the college deficiency claim. He said that he and Dean Edison had gone to Springfield on November 27, 1984 to meet with Cal Schuneman and the Executive Director of the Capital Development Board.

Audit:

At this point in the meeting Dean Edison introduced John Van Osdol of the college auditing firm. The Board then went over the audit which had been given to them at the last meeting and discussed the report with Mr. Van Osdol. Mr. Van Osdol explained the management letter and pointed out the firm's recommendations.

Arrival:

Member David Mandrgoc arrived at 8:55 p.m.

Quorum:

Since there was now a quorum, the Board moved directly to the agenda items which needed action.

Minutes: It was moved by Member Simpson and seconded by Member Mandrgoc that the Board approve the minutes of the November 26 and December 7 meetings. In a roll call vote, all voted aye. Motion carried.

Treasurer's Report: It was moved by Member Mandrgoc and seconded by Member Andersen that the Board approve the Treasurer's Report as presented. Motion voted and carried.

Disbursements: It was moved by Member Simpson and seconded by Member Mandrgoc that the Board approve the disbursements in the following amounts:

Educational Fund	\$338,764.66
Building Fund	1,271.78
Site and Construction	44,272.23
Bond and Interest #1	259,380.00
Insurance	12,500.00

In a roll call vote, all voted aye. Motion carried.

Payroll: It was moved by Member Andersen and seconded by Member Simpson that the Board approve the payroll of November 30 in the amount of \$140,960.64 and the payroll of December 15 in the amount of \$143,120.04. In a roll call vote, all voted aye. Motion carried.

Audit: It was moved by Member Andersen and seconded by Member Simpson that the Board approve the 1984 audit as presented. Motion voted and carried.

Working Cash: It was moved by Member Simpson and seconded by Member Andersen that the Board approve the attached Working Cash Fund resolution as presented. In a roll call vote, all voted aye.

Incubator Lease: Attorney Pace reported that a few minor changes had been made in the lease previously approved at the December 7th meeting. He then pointed out these changes to the Board. Discussion took place on Page #6 in regard to disposal of waste. After those present agreed on the proper wording, Attorney Pace said he would have the lease re-typed and the amended copy included with these minutes. It was then moved by Member Mandrgoc and seconded by Member Simpson that the Board approve the attached lease as amended. In a roll call vote, all voted aye. Motion carried.



- Land Lease: It was moved by Member Mandrgoc and seconded by Member Simpson that the Board approve the continuation of the lease agreement with Paul Nusbaum for rental of 11.4 acres in the amount of \$1,500 per year. In a roll call vote, all voted aye. Motion carried.
- Bid Approval: It was moved by Member Andersen and seconded by Member Mandrgoc that the Board approve the bid of Seneca Corporation to repair and/or replace the defective automotive hoist subject to the agreement with the Sauk Valley staff as to the feasibility of repair or replacement when the actual condition becomes known. In a roll call vote, all voted aye. Motion carried.
- Correctional Center Programs: It was moved by Member Mandrgoc and seconded by Member Simpson that the Board approve the Business and Information Systems Program and the Small Engine Technology Program for the Dixon Correctional Center. In a roll call vote, all voted aye. Motion carried.
- Policy Revision on Disability Benefits: It was moved by Member Simpson and seconded by Member Mandrgoc that the Board accept the attached Board Policy revision on disability benefits as a first reading. In a roll call vote, all voted aye. Motion carried.
- Purchasing Policy: It was moved by Member Mandrgoc and seconded by Member Simpson that the Board approve the adoption of the revision of the Purchasing Policy which requires 75% of the members of the Board to approve an emergency expenditure. In a roll call vote, all voted aye. Motion carried.
- Building Deficiency Claim: It was moved by Member Simpson and seconded by Member Andersen that the Board accept the report of Board Attorney Pace on the meeting held with the Illinois Capital Development Board on November 27, 1984 in regard to building deficiencies at Sauk Valley College and also to place in the record the attached booklet, "A Case Statement on Construction Deficiencies at Sauk Valley College" which was assembled to give a detailed factual understanding of this problem. In a roll call vote, all voted aye. Motion carried.
- Executive Session: At 9:34 p.m. it was moved by Member Mandrgoc and seconded by Member Simpson that the Board adjourn to executive session to discuss collective negotiating matters and the appointment, employment or dismissal of an employee. In a roll call vote, all voted aye. Motion carried.

Regular  
Session:

The Board returned to regular session at  
10:06 p.m.

Adjournment:

Since the scheduled business was completed, it was moved by Member Mandrgoc and seconded by Member Simpson that the Board adjourn. The next regular meeting will be January 28, 1985. In a roll call vote, all voted aye. Motion carried.

The Board adjourned at 10:07 p.m.

Respectfully submitted:

  
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David W. Mandrgoc, Secretary

For Board Meeting of  
December 17, 1984

Agenda Item E-4

#### APPROVAL OF FY84 AUDIT

The published audit for FY84 was presented at the last meeting. Mr. Van Osdol, representing the auditing firm, will be present to answer questions.

RECOMMENDATION: It is recommended that  
the audit for FY84 be  
approved.

For Board Meeting of  
December 17, 1984

Agenda Item E-5

WORKING CASH RESOLUTION

The attached resolution will permit the borrowing of funds for the Education and Building Funds from the Working Cash Fund, as needed, for the remainder of FY 85 and the first portion of FY 86.

RECOMMENDATION: It is recommended that the resolution for the Working Cash Fund be approved as presented.

RESOLUTION PURSUANT TO ILL. REV. STATS, CH 122,  
SEC. 103-33.6, TRANSFER OF MONIES FROM  
WORKING CASH FUND

WHEREAS, SAUK VALLEY COLLEGE, District No. 506, has duly established a Working Cash Fund, and

WHEREAS, the Board of said College now desires to transfer funds in anticipation of needs, and

WHEREAS, pursuant to Ill. Rev. Stat., Ch. 122, Sec. 103-33.6, the Board of said College has the authority to make transfers from the Working Cash Fund to the Educational Fund and Building and Maintenance Fund, and

WHEREAS, the Board further states:

A) That the taxes or other funds in anticipation of the collection or receipt of which the Working Cash Fund is to be reimbursed are \$2,709,020  
\$2,021,250 taxes + \$687,770 State Aid (1/2)

B) The entire amount of taxes extended, or which the Board estimates will be extended or received for the year, in anticipation of the collection of all or a part of which this transfer is to be made is 1984 Taxes

C) The aggregate amount of warrants or notes heretofore issued under the Community College Act in anticipation of the collection of such taxes, together with the amount of interest accrued and which the Board estimates will accrue thereon is None

D) The amount of monies which the Board estimates will be derived for the year from State, Federal, Government or other sources in anticipation of the receipt of all or part of which the transfer hereinbelow named is to be made is FY 85 State Apportionment \$1,375,540

E) The aggregate amount of monies heretofore transferred from the Working Cash Fund to the Educational Fund or Building and Maintenance Fund in anticipation of the collection of such taxes or the receipt of such other monies from other sources is None

NOW, THEREFORE, BE IT RESOLVED, pursuant to authority of Ill. Rev. Stat., Ch 122, Sec. 103-33.6, that the Community College Treasurer is directed to transfer the following sums to the Funds indicated in anticipation of the collection of taxes levied to be received, to-wit:

Education Fund (90% Tax and State Aid)	\$ 2,239,668
Building and Maintenance Fund (90% Tax)	\$ 198,450

BE IT FURTHER RESOLVED that the Treasurer shall adhere to the statutory limitations on the amount of transfers and the aggregate amount of transfer heretofore made shall not exceed 90% of the actual or estimated amount of taxes extended or to be extended or to be received as set forth above.

This Resolution passed this 17th day of December, 1984.

AYES

NAYS

For Board Meeting of  
December 17, 1984

Agenda Item E-6

APPROVAL OF (AMENDED) LEASE FOR  
NEW BUSINESS INCUBATOR

In the negotiations with the Sauk New Business Development Incubator, Incorporated, there were several amendments which were seen as appropriate.

Attorney Pace will present these proposed amendments at the meeting.

RECOMMENDATION: It is recommended that the annual lease be adopted as presented.

## INDENTURE OF LEASE

THIS INDENTURE OF LEASE, entered into, in duplicate, this 1st day of December, 1984, by and between COMMUNITY COLLEGE DISTRICT NUMBER 506, Counties of Whiteside, Lee, Ogle, Henry, and Bureau, State of Illinois, also known as SAUK VALLEY COLLEGE, hereinafter referred to as Landlord, and SAUK NEW BUSINESS DEVELOPMENT INCUBATOR, an Illinois not for profit corporation, hereinafter referred to as Tenant, WITNESSETH:

It is covenanted and agreed by and between the parties hereto as follows, to-wit:

1. PREMISES. The Landlord, for and in consideration of the rents hereinafter reserved and of the covenants and agreements of the Tenant hereinafter contained has demised and leased and by these presents does demise and lease unto the Tenant for the term hereinafter set forth, the buildings commonly known as T-1 and T-2, which buildings are located on the campus of Landlord in the southeast quarter of Section 8, Township 21 North, Range 8 East of the 4th P.M., Lee County, Illinois.

2. TERM. This Lease is to commence upon the first day of December, 1984 and shall continue for a period of two (2) years, terminating on the 30th day of November, 1986.

3. SUBLEASE. Tenant was organized and exists to promote economic growth in the local area. Tenant intends and shall use its best efforts to secure subtenants to occupy all of the demised premises. Permission is specifically granted by Landlord to allow subleasing of the demised premises on the following conditions:

(A) All subleases shall be in writing on a form approved by Landlord and shall not extend beyond the term of this Lease term and shall be subject to all of the terms and conditions of this Lease, including automatic

termination of the sublease upon termination of this Lease for any reason.

(B) All subleases shall provide for monthly rental payments payable on the first day of each month.

(C) Tenant shall charge an annual minimum rental of \$1.55 per square foot to its subtenants.

(D) Executed copies of all such subleases shall be furnished to Landlord prior to occupancy of any subtenant.

#### 4. RENT.

(A) ORIGINAL TERM. Tenant shall pay to Landlord on the 15th day of each month commencing January 15, 1985, and ending January 15, 1987, rent, in an amount equal to one-third of the gross rental due Tenant from all subtenants of the demised premises for the preceding month, whether or not actually collected by Tenant. Landlord shall have the right to periodically inspect Tenant's financial records and require Tenant to obtain and make available to Landlord a certified audit thereof in the discretion of Landlord.

(B) REAL ESTATE TAXES. The Tenant shall pay to Landlord each year as additional rent the full amount of the real estate taxes or special levies and assessments (including area assessments) levied during the term of this Lease or extension thereof and assessed against and attributable to the demised premises. Such rent amount representing the real estate taxes and special levies and assessments shall be paid to Landlord in monthly installments into an escrow fund commencing on January 15, 1985 and the 15th day of each and every month thereafter during the term of this Lease. Said monthly installment shall represent 1/12th of the estimated real estate taxes and special levies and assessments, if any, levied against the demised premises. Tenant shall immediately pay any



deficiency when the tax bill or special assessment or levy is actually due and payable. Said escrow fund shall be deposited into an interest bearing account and the interest accumulated to help discharge the obligation of the Tenant hereunder and any excess funds, if any, shall be promptly refunded to Tenant upon expiration of this Lease. Tenant shall have the right to contest or review by legal proceedings all or any part of such taxes and assessments providing that Tenant shall give notice to Landlord of its intention. Upon receipt of such notice, Landlord will cooperate with such contest or review, and, if requested to do so in said notice, will pay the taxes which Tenant desires to contest, under protest, out of the escrow fund, and Landlord will take all other reasonable steps required to aid Tenant in proceeding with a test of the taxes at the specific request of Tenant. Tenant shall diligently prosecute such contest and upon final determination or adjudication of said contest, Tenant shall have a right to the entire funds recovered by it through such contest, and funds repaid to the Landlord from tax authorities due to said contest shall immediately be paid by the Landlord to the Tenant. Tenant further agrees that it shall assume all costs and expenses of such contest and shall hold the Landlord harmless from any costs and expenses including reasonable attorneys fees and court costs which Landlord may deem appropriate to expend to protect its interest in such proceeding or which Landlord may incur in providing assistance at the request of Tenant. General and special taxes and assessments levied during the first and last year of this lease shall be pro-rated between the parties in accordance with the number of days of Tenant's actual tenancy under this lease.

(C) INSURANCE. Tenant shall procure and maintain during the term of this lease, at its own cost and expense, a policy or policies of insurance, reasonably acceptable to Landlord, insuring Landlord and Tenant, as their interests may

appear, against fire and extended coverage risks covering the demised premises, which coverage shall be for 90% of the replacement value thereof during the term of this lease. Such insurance shall not be subject to cancellation except after 10 days prior written notice to Landlord. Such policies of insurance, or certificates in lieu thereof, together with receipts or other documents satisfactory to Landlord showing payment of the premium thereon, shall be deposited with Landlord not less than 10 days prior to the expiration of the term of such coverage. Any reasonable counsel fees, charges or costs involved in collecting the proceeds of the above-described casualty insurance policies shall be borne by the Tenant and the Tenant shall have the obligation to proceed with the collection of said proceeds to the full replacement value of the property damages, including suit, if necessary.

5. USE OF DEMISED PREMISES. Tenant and its sub-Tenants may use the demised premises for any lawful purpose, provided, however, the premises shall not be used as a dramshop or for any purpose requiring a license or permit from the Illinois or United States Environmental Protection Agency without first obtaining written permission from Landlord. Unless the prior written permission of the Landlord is first obtained, there shall be no waste product whatever other than human sanitary waste, introduced or discharged into the water, septic or sewer system of the premises at any time. Landlord has authority to monitor, examine and test all discharge by Tenant and sub-lessee into the septic and sewer system of the premises.

6. CARE OF PREMISES. Tenant covenants and agrees that it and any of its subtenants will not use or occupy said demised premises or any part thereof for the term of this lease or any extension thereof in such hazardous manner that any building or improvement thereon of which said demised premises are a part will not be insurable by responsible insurance

companies against loss or damage by fire, extended coverage and broad form perils for the fair insurable value thereof. Tenant further agrees that upon the expiration or termination of this lease or any extension thereof in any manner it will surrender immediate possession of said demised premises to Landlord in good condition, loss by fire not caused by Tenant, tornado, act of God, or other unavoidable casualty and ordinary wear excepted, and that it will deliver the keys to said demised premises at the place where the rent reserved herein is payable.

7. REPAIRS AND MAINTENANCE.

(A) TENANT'S REPAIRS. Tenant shall throughout the term of this lease and any extension thereof at its own cost and expense provide all maintenance and repair to the interior and exterior of the demised premises including doors and windows, the heating plant, air conditioning system, and plumbing fixtures and sewer system, including the replacement thereof if necessary. In addition, Tenant shall be responsible for the structural maintenance and repair of the roof, foundation and exterior walls of the demised premises and Tenant shall maintain, repair, and replace all utilities, conduits, fixtures, facilities and equipment to the outside walls or subfloors of the demised premises.

(B) LANDLORD'S REPAIRS. Landlord shall be responsible for the normal maintenance of the parking lot and roadways and shall be responsible for snow removal on the parking lot and roadways. Any maintenance due to the use of the roadways and parking lot caused by commercial trucks and other heavy industrial use shall be the obligation of Tenant.

8. ALTERATIONS. Tenant shall be allowed to make such alterations to the interior of the demised premises as is necessary to conform to the needs of its subtenants and to the extent possible be of a temporary nature. Landlord shall be

indemnified against all liens, costs, damages and expenses which may arise from such alterations. All alterations, improvements and fixtures which may be made or installed by either Tenant or subtenants on the demised premises shall be the property of the Tenant and may be removed at the end of the term, provided that the premises shall be restored to the Landlord in the condition required by Clause 6 hereof. If Tenant decides to leave the alterations, improvements or fixtures, Landlord shall nonetheless have the option to require Tenant, at Tenant's sole expense, to remove all alterations and improvements made during the term of this Lease and return the demised premises to its original configuration if Landlord so desires.

9. TRADE FIXTURES. Trade fixtures, equipment, furniture and furnishings, except floor covering, that may have been or may be installed by Tenant or subtenants in the demised premises shall not become a part thereof whether affixed or not, but Tenant shall at its own cost and expense repair any and all damage to the demised premises resulting from or caused by the removal thereof from the demised premises. Any floor coverings shall be considered to be a part of the premises and shall not be removed except in the case of replacement by equivalent or better floor covering acceptable to the Landlord.

10. ADDITIONAL INSURANCE.

(A) Tenant agrees to carry and pay for at its own expense such insurance as may be necessary to indemnify the Landlord as to claims which might be asserted against the demised premises or the owners thereof by reason of the Tenant's use thereof, all as hereinafter provided.

(B) The Tenant does agree to carry and to pay for public comprehensive liability insurance in an amount not less than \$1,000,000 which shall cover personal injury, bodily

injury and property damage and shall include claims under the Illinois Structural Work Act. The original policy or policies or certificates therefor issued by the insured having the Landlord as an additional insured shall be furnished by Tenant to Landlord bearing the notation evidencing the payment of premiums or accompanied by other evidences of payment of the premiums satisfactory to Landlord.

(C) Not less than ten days prior to the expiration of any such policy or policies, evidence of the renewal of such policy or policies, or a new certificate, together with evidence of the payment of premiums for the renewal period or new policy, as the case may be, shall be delivered to Landlord. All such insurance shall contain an agreement by the insurance company that the policy or policies will not be cancelled, or the coverage changed, without ten days' prior written notice to Landlord.

(D) The policies or certificates of insurance shall designate as assureds, Landlord and Tenant, as their interest may appear.

11. UTILITIES. Landlord shall provide Tenant with water and sanitary septic or sewer service to T-1 and T-2 buildings. Tenant agrees to pay and discharge as the same become due all charges for gas, electric current, and similar utility services which shall during the term of this lease be levied, assessed, charged or imposed upon or against the demised premises and furnish all heat and air conditioning and pay the cost thereof necessary to the heating and cooling of said premises. Tenant shall be responsible for cost of any repair or replacement of water or septic or sewer system caused by use thereof beyond normal usage of said system by Tenant or its sub-lessee; determination of "normal usage" shall be in Landlord's sole discretion.

12. INSPECTION BY LANDLORD. The Landlord or its agents may have free access to said premises at all reasonable times and under reasonable restrictions for the purpose of examining the same or of inspecting the use by the Tenant of the same or to see if the terms of this lease or extension thereof are being observed by the Tenant and the Landlord at any time within 90 days before the expiration or sooner termination of the term of this lease or any extension thereof may enter upon said premises and affix to the exterior of the same the ordinary and usual sign or signs for the sale or reletting of said premises; and the Tenant will not remove said sign or signs and will permit all persons having written authority therefor from the Landlord to view said premises at all reasonable hours.

13. FIRE OR OTHER CASUALTY. If during the term of this lease the demised premises should be damaged or destroyed by reason of fire, casualty or any other cause so as to be rendered wholly or partially tenantable then Landlord shall promptly repair, rebuild and restore the demised premises to the condition it was in preceding the fire or other casualty or other cause, such repairing, rebuilding and restoration to be subject to and in conformance with all municipal and other governmental regulations, ordinances, laws, rules, permits and requirements existing at the time of such repairing, rebuilding and restoration. Landlord shall complete the repairs and restoration with all practical speed and during the time of repair or restoration the rent payable by Tenant shall be abated in proportion to the extent Tenant shall be reasonably unable to conduct its business from the demised premises. If the building shall by reason of such fire or other casualty be damaged in excess of (50%) of its replacement value, Landlord shall have the option of terminating this lease by delivering written notice thereof to Tenant within 60 days from the date of such fire or other casualty, and this lease and the terms hereof shall thereupon terminate.

14. EMINENT DOMAIN. Should the entire area of the demised premises, or such portion thereof as to materially interfere with or curtail the Tenant's operation of its business, be acquired or taken by condemnation by any public or quasi-public authority or under the power of eminent domain, this Lease shall be terminated and of no further force or effect from and after the effective date of such taking. Landlord and Tenant shall be under no further obligation to each other, save that Landlord shall return to Tenant any unearned rental paid in advance. It is specifically understood and agreed that Tenant shall have no interest in nor shall it share in any condemnation award received by the Landlord for the premises herein demised, except however, that the Landlord shall not be entitled to any portion of the award made to Tenant for loss of business and for cost of removal of its personal property.

15. DEFAULT. It is further covenanted and agreed that during the term of this lease or any extension thereof that the Landlord shall have the right to declare a default and termination of the lease and recover possession of the premises if:

(A) A default shall occur and give unto the Landlord the right to declare the lease terminated and recover possession of the premises upon giving notice as hereinafter provided upon the happening of any one of the following:

1. Tenant shall fail to pay said rent as required by Article 4.

2. Tenant shall neglect or fail to perform or observe any of the covenants contained in this lease upon its part to be performed or observed within the period of time required.

(B) Upon the happening of any of the events referred to in the aforementioned paragraph (A) constituting a default under the terms of this lease, and if the Landlord shall give notice thereof in writing to the Tenant and the default shall continue for 30 days after the giving of said notice, or in the event of the failure to pay a sum of money shall continue for ten days after the giving of said notice, then the Landlord may declare a forfeiture of said lease and take possession of the premises all as hereinafter provided.

(C) A default shall occur and give unto the Landlord the right to declare an immediate forfeiture of the lease without further notice to the Tenant upon the happening of any one of the following:

1. Tenant shall make an assignment for the benefit of creditors;

2. Tenant shall be adjudicated a bankrupt or a petition be filed for the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of Tenant or to which any property of Tenant be subject or the involuntary reorganization (other than a reorganization not involving the liabilities of Tenant) or involuntary liquidation of Tenant;

3. A receiver be appointed for the property of Tenant by reason of the insolvency or alleged insolvency of Tenant, and such receiver be not discharged within 90 days thereafter;

4. Tenant shall abandon or vacate the premises.

(D) Upon the happening of any of the events referred to in the aforesaid paragraph (C) constituting a default, the lease shall be deemed breached and at the option of the Landlord this lease may be terminated and the Landlord take possession of the premises as hereinafter provided.



(E) Upon the declaration of a default as provided for in paragraph (B) hereof, or upon the termination of the lease as provided for under paragraph (D) hereof, the Tenant will then quit and surrender the demised premises to the Landlord, and the Tenant shall remain liable as hereinafter provided. In any such event, Landlord may at its option immediately or any time thereafter, enter upon said premises with or without process of law, and take possession thereof, together with any and all buildings and improvements which may have been erected thereon, Tenant waiving any demand for possession thereof. Landlord may at its option at any time and from time to time relet the demised premises or any part thereof for the account of the Tenant or otherwise and receive and collect the rents therefor, applying the same first to the payment of such expenses that the Landlord may have incurred in recovering possession of the premises and putting the same in good order and condition, and all other such expenses, commissions and charges incurred by Landlord in or about reletting the premises, and then to the fulfillment of the covenants of the Tenant hereunder. Any such reletting may be for the remainder of the original term, or any extended term (if previously extended by Tenant) or for a longer or shorter period. Landlord shall be entitled, notwithstanding any other provision of this lease, to the extent permitted by law, the amount of damages which Landlord sustains by reason of Tenant's default, including the right to recover the difference between the total rent, taxes and charges which the Landlord is able to obtain in a new lease for the balance of the term and the then present value of the remaining rent to be paid hereunder until the end of the term of the lease.

#### 16. REMEDIES.

(A) It is mutually covenanted and agreed that this lease is made upon the express condition that this Tenant shall

always keep and perform all its covenants and agreements hereunder and make all payments of money herein stipulated to be made, promptly and at the time and in the manner stipulated and limited for such performance and payment, and that accordingly the time so limited for such payments and the performance of such covenants and agreements are, and shall be deemed to be, of the essence of this lease.

(B) No remedy herein or otherwise conferred upon, or reserved to, the Landlord or the Tenant shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Indenture of Lease to the Landlord or the Tenant may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein.

(C) No waiver of any breach of any of the covenants of this lease shall be construed, taken or held to be a waiver of any other breach, or waiver of, acquiescence in, or consent to, any further or succeeding breach of the same covenants.

17. NOTICES. In the event notice is to be given by either party to the other it is agreed that such notice may be given at any time by an instrument in writing delivered personally or dispatched by registered or certified mail to the following addresses:

or as either party may otherwise direct in writing to the other party from time to time.

All notices shall be deemed delivered when delivered personally or two days following deposit in the United States mails in the Continental United States with first class postage and registered or certified fees prepaid except in the event of mail strike in which event proof of actual delivery shall be required.

18. BINDING COVENANTS. It is mutually covenanted and agreed by and between the parties hereto that the covenants in this lease contained shall be covenants running with the land and that each of the covenants, agreements, conditions and provisions of the lease shall wherever applicable extend to and bind or inure to the benefit of (as the case may be) not only the parties hereto and each of them, but also their respective successors and assigns and wherever in this lease reference is made to any of the parties hereto or to the Landlord or to the Tenant, it shall be held to include and apply wherever and whenever applicable also to the successors and assigns of such parties the same as if in each and every case so expressed.

19. REGULATIONS. Tenant, in the performance of its covenants and obligations, under the terms of the Indenture of Lease, shall comply with all municipal and other governmental ordinances, laws, rules, regulations and permits pertaining to the operation of its business at the demised premises.

Landlord, in the performance of its covenants and obligations, under the terms of this Indenture of Lease, shall comply with all municipal and other governmental ordinances, laws, rules, regulations and permits, pertaining to the buildings and other improvements situated on the demised premises, and shall make all structural alterations, improvements or

repairs to the same required to be made by Landlord in order to comply therewith.

20. INTERPRETATION. In the event any clause, paragraph or provision of this lease should be found to be invalid by reason of any statute, law or judicial decision, then the remainder of the lease shall nevertheless remain in full force and effect the same as if such paragraph or provision had been deleted therefrom.

In the use of pronouns, the singular shall include the plural, and the use of any gender shall include all genders.

21. LATE PAYMENTS, ATTORNEYS FEES AND COSTS. Tenant agrees that it will pay any reasonable counsel fees, costs and charges of or in connection with any legal action whether or not suit may have been brought, which fees, costs, and charges are reasonably and necessarily incurred by the Landlord in enforcing the covenants, agreements, terms and provisions of this lease or in protecting its interest under this lease, and Tenant agrees to pay Landlord forthwith the amount so paid by Landlord. Said amount shall be considered due and payable within 10 days following delivery of notice and breakdown of such expenses to the Tenant. It is further agreed that any payments due the Landlord under this lease and not paid when due, shall bear interest from the due date thereof at the rate of 12% per annum until paid.

22. QUIET POSSESSION. Landlord agrees that when possession of the demised premises shall be delivered to Tenant, the leasehold interest of Tenant will be free and clear of all tenancies, occupancies, restrictions, violations, liens and encumbrances. Landlord further covenants and represents that Tenant, upon paying the rents reserved herein, and keeping, performing, observing and fulfilling the covenants and agreements

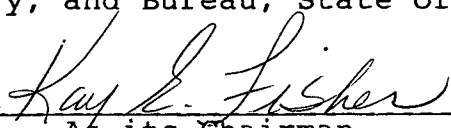
in this lease contained on the part of the Tenant to be kept, performed, observed and fulfilled, shall and may peaceably and quietly possess, have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining during the full term hereby granted and any extensions thereof, without any interruption or disturbance whatever by the Landlord or by anyone claiming by, through, under or against the Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year first above written.

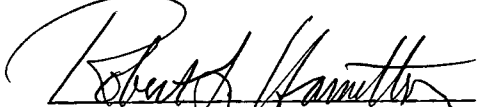
ATTEST:

  
Secretary

BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NUMBER 506,  
Counties of Whiteside, Lee, Ogle, Carroll  
Henry, and Bureau, State of Illinois

By   
As its Chairman

ATTEST:

  
Secretary

SAUK NEW BUSINESS DEVELOPMENT  
INCUBATOR, a not for profit Illinois  
corporation

By   
President

For Board Meeting of  
December 17, 1984

Agenda Item E-7

APPROVAL TO LEASE LAND

During the past year, the college rented 11.4 acres of land to Paul Nusbaum for \$140 per acre or a total of \$1,596.00.

Mr. Nusbaum would like to rent this land during the forthcoming year for an amount of \$1,500, having indicated that we have two small areas that are relatively non-productive for a lack of top soil, which is a true statement.

RECOMMENDATION: It is recommended that we continue our Lease Agreement with Mr. Nusbaum, as indicated, for the next calendar year.

For Board Meeting of  
December 17, 1984

Agenda Item E-8

APPROVAL OF BID

In accordance with the wishes of the Board of Trustees, we ran public ads for the repair and/or replacement of our automotive hoist in the Dixon and Sterling papers on Friday, November 30, 1984. In addition to these ads, we contacted three organizations that were known to repair and replace automotive hoists, with those firms having been Hoener Equipment Company of Quincy, IL, Howard Lee of Belvidere, and Seneca of Bettendorf, Iowa.

We received two proposals. Hoener Equipment Company chose not to submit another proposal. The proposal of Howard Lee from Belvidere, was for a new hoist for \$5,500. The proposal from Seneca Corporation was for a new hoist in the amount of \$5,150, or a replacement of the oil tank on the existing hoist in the amount of \$1,950.

In discussing the repair of these units with the representatives from Seneca and Howard Lee, it was commonly expressed that these hoists with leaking problems more frequently than not need replacement rather than repair.

RECOMMENDATION: It is recommended that the bid of Seneca Corporation be approved to repair and/or replace this hoist subject to the agreement with the Sauk Valley College staff as to the feasibility of repair or replacement when the actual condition becomes known.

For Board Meeting of  
December 17, 1984

Agenda Item G-1

APPROVAL OF CORRECTIONAL  
CENTER PROGRAMS

We are requesting approval for instructional programs in  
Business and Information Systems and Small Engine Technology  
for the SVC Education Program at Dixon Correctional Center.

The programs are as follows:

Business and Information Systems - AAS Degree	64 hours
Certificate	31 hours
Small Engine Technology - AAS Degree	64 hours
Certificate - Small Engine Service and Repair	20 hours
Certificate - Lawn and Garden/Chain Saw Service and Repair	12 hours
Certificate - Snowmobile Service and Repair	14 hours
Certificate - Motorcycle Service and Repair	18 hours

All of these programs were approved by the SVC Curriculum Committee  
on 12-10-84 and must now be approved by the SVC Board of Trustees.  
ICCB will act on these programs at the January meeting and forward  
them on to IBHE.

Detailed information about each of these programs is included in  
each respective Form 20, including information about the employ-  
ment prospects for program graduates. Also advisory committee  
input has been sought and utilized in preparing these forms.

Jim Feverston will be present at the meeting to answer detailed  
questions that might arise about these programs.

RECOMMENDATION: It is recommended that the programs  
for Business and Information Systems  
and Small Engine Technology be approved  
as presented.



Illinois Community College Board  
Form 20 (Revised October 1983)

## APPLICATION FOR APPROVAL OF A NEW UNIT OF INSTRUCTION

District Name Sauk Valley College District No. 506 Campus No. D.C.C.

Title of Proposed Program Business and Information Systems

Type of Program \_\_\_\_\_ Number of Credit Hours 64 A.A.S./31 Cert.

Degree Type 04 Proposed CIP Number 07.0306

Certificate Type 20 Proposed Date of Implementation 1/1/85

Program Contact Person James Douglas Feverston, Director of Education  
Sauk Valley College at Dixon Correctional Center

This proposed program was approved by the College Board of Trustees on \_\_\_\_\_  
(date)

State approval of the program is hereby requested.

(Signed) \_\_\_\_\_ Date \_\_\_\_\_  
Chief Administrative Officer

\*\*\*\*\*

Approval of this program was \_\_\_\_\_  
(granted or denied) by the Illinois Community College Board.

(Signed) \_\_\_\_\_ Date \_\_\_\_\_

A program approved by the Illinois Community College Board will be forwarded to the Illinois Board of Higher Education for action.

\*\*\*\*\*

Approval of this program was \_\_\_\_\_  
(granted or denied) by the Illinois Board of Higher Education on \_\_\_\_\_  
(date)

The granting of approval by the Illinois Board of Higher Education requires the college to submit a Form 20A to the Illinois Community College Board in order to enter the program on the ICCB Curriculum Master File. [The college is also responsible for filing the appropriate form(s) to add any new course(s) included in the program.]

## 1. Mission and Objectives

a. The Business and Information Systems Program will be under the direct supervision of the Director of Education, Sauk Valley College at Dixon Correctional Center. The Director reports to the Dean of Instruction of Sauk Valley College. Inputs are received by the Director and Instructor via the Advisory Council. The program is designed to meet the needs of the clientele of the Illinois Department of Corrections at the Dixon Correctional Center.

### b. Objectives of Proposed Program

1. To develop with the students the skills and knowledge that are required to perform within the business and information systems sector.
2. To produce graduates who will possess the technical skills for the major ways businesses use microcomputers.
3. To produce graduates with a basic background in systems analysis which will enable them to work with systems analysts.
4. To produce graduates with the necessary communication skills and related talents who can work in an organization responsibly, effectively, and productively.
5. To produce graduates with a broad understanding of business and how the microcomputer can be applied to a variety of business situations.
6. To provide a foundation of knowledge and skills to serve as a base for continued learning.
7. To provide the graduates with the opportunity to gain enough knowledge of the microcomputer and it's business applications in order to use it as a tool for business and managerial decision making.
8. Sauk Valley College currently offers a Data Processing Associate in Applied Science Degree Program (code 025) and a Data Processing Certificate Program (code B91). This new program is being developed for Sauk Valley College at Dixon Correctional Center. It does not replace any program nor will it reduce enrollment in related programs.

## 2. Academic Control

- a. This Associate in Applied Science Degree Program was developed by Sauk Valley College for Dixon Correctional Center with input and direction from a Business and Information Systems Advisory Council. The Business and Information Systems Program is based on task analysis and validated by the advisory council. (See attached advisory council list and related documents.)
- b. Application for admission is open to any interested person who wishes to benefit from any Sauk Valley College courses or any curriculum leading to a certificate or degree. Sauk Valley College reserves the right to screen applicants for any program for which enrollment may be limited.
- c. Describe the following program completion requirements (refer to or attach photocopies of relevant catalog pages, if applicable):
  1. Satisfy all admissions procedures.  
Complete a minimum of 16 semester hours at Sauk Valley College.  
Complete no less than 64 semester hours in a prescribed program of studies.
  2. Compile a cumulative grade point average of 2.00.  
Satisfy the state requirements regarding national, state and local government, the United States constitution and the Illinois constitution in one of the following methods:  
File an "Intent to Graduate" form with the Office of Admissions and Records at Sauk Valley College for the degree program from which the student intends to graduate. Deadline to file is the end of the fourth week of the final semester. All instructors in this program will be approved by the Sauk Valley College Board of Trustees and will meet the same criteria as instructors on campus.
  3. Students must complete a minimum of 16 semester hours at Sauk Valley College.
  4. Credit for Prior Experience.  
Students enrolled at Sauk Valley College may earn credits based on prior experience in the following areas: 1) armed service experience; 2) credits by evaluation; 3) credits by proficiency examination;

- 4) college credits earned at other institutions; and
- 5) 30 semester hours can be earned through the College Level Examination Program (CLEP) in general and subject examinations.

Acceptance of Armed Forces Experience for College Credit. Credit toward graduation may be granted a veteran for certain armed service experience. All claims for experience including armed service schooling must be documented. All veterans must submit a copy of form DD214 or separation record. In the case of special schooling claims, a certificate of completion for the appropriate training must be presented to the Office of Admissions and Records for credit evaluation. Sauk Valley College will accept armed service experiences toward college credit as recommended by the Commission on Accreditation of Service Experience of the American Council of Education.

- a. All USAFI courses numbered 400-599 are accepted for college credit if a passing grade is obtained. Equivalent letter grades are not assigned.
- b. Sauk Valley College accepts credits earned through various Armed Forces Education experiences as recommended by A Guide to Evaluation of Educational Experiences in the Armed Services.
- c. A veteran may receive Sauk Valley College physical education credit at the rate of one semester hour for one year of active duty served in the armed services up to a maximum of four semester hours.

#### Acceptance of Credit by Evaluation.

Credit by Evaluation certifies knowledge gained by:

- a. Work experience-Appropriate work experience in which they may not be taken in a course which the student has previously audited or in which he/she has enrolled.

Exceptions to these policies may be made only upon approval by the dean of instruction.

#### Acceptance of Collegiate Credits Earned at Other Institutions.

Sauk Valley College will accept all credits earned at other institutions of higher learning if the sending college is rated A, B, or C in Credit Given by American Association of Collegiate Registrars and Admissions Officers (AACRAO). Credit successfully completed will be accepted: a) on a course for course basis; b) a division elective; or c) as a general elective. "F" grades are not computed in the transfer grade point average. Credits satisfactorily

completed by the methods of pass/fail or proficiency examination are accepted. Such credits are not computed in the transfer grade point average.

Acceptance of Credits Earned by College Level Examination Program (CLEP).

Sauk Valley College will accept credits earned by CLEP. The maximum amount of credit granted shall not exceed 30 semester hours as recommended by the American Council on Education. The guidelines regarding CLEP by the American Council on Education will be considered in granting Sauk Valley College credit. Sauk Valley College follows Illinois Community College Board guidelines in granting credit for general exams, with the exception of English composition. Sauk Valley College does not grant credit for the English composition general exam. Credit for subject matter examinations is granted in accordance with guidelines of the American Council on Education. Students may not use CLEP credits for purposes of completing the 16 semester hours residency policy at SVC. CLEP credits will not affect a student's GPA.

5. The Business and Information Systems Associate in Applied Science Degree Program offered by Sauk Valley College at Dixon Correctional Center will offer a practicum for students. The practicum will consist of a minimum of two semester hours in an area chosen by the student. A maximum of two semester hours will be applicable to the A.A.S. Degree.

- a. Students will be residents of Dixon Correctional Center. This program is being provided by the Illinois Department of Corrections School District 428 to meet the needs of the student population. A body of knowledge that is parallel to Sauk Valley College courses will be evaluated and credit will be given when documented by the appropriate dean.

- b. Technical and/or vocational training-A course or courses successfully completed at technical and/or vocational institutions may be transferred to Sauk Valley College by evaluation if they are found to be equivalent and documented by the Dean of Instruction.

- c. Experiential Credit: Sauk Valley College will, upon request, evaluate formalized learning outside of the college which has been documented by an outside accrediting body (for example, apprentice councils of local labor unions, the American

Medical Association. Requests for such evaluation should be directed to the dean of instruction.

Acceptance of Credit by Proficiency Examination. Proficiency examinations may be taken in certain courses or programs upon petition by the student. These examinations may be taken only with the approval of the division head and the dean of instruction. They are open to those students who, in the judgement of the above listed people, meet the requirements through previous course work, experience, or a combination of both. If the student is allowed credit by proficiency, he/she will be required to pay the regular fee for the number of semester hours granted when making application for a proficiency examination. This fee will not be refunded if the student fails to earn a qualifying score on the examination. Application blanks for proficiency examinations are available in the Admissions Office. If the student passes a proficiency examination, he/she will be given credit which will be shown on the record as "Credit by Proficiency." No grade will be recorded and the credits will not figure in the grade point average. A maximum of 15 semester hours may be earned through proficiency examinations. Proficiency examinations are given in accordance with the following restrictions:

- They may not be taken to raise a grade, remove a failure, or replace an incomplete.

- They may not be taken before the student is admitted to Sauk Valley College.

- No credit will be entered on the transcript until the student has successfully completed at least six hours of course work at Sauk Valley College.

- They may not be taken more than once in a given course. They may not be taken in a course that is below the level of previous course work that the student has completed.

## ASSOCIATE IN APPLIED SCIENCE DEGREE

CAREER EDUCATION  
CIP CODE 07.0306

## BUSINESS AND INFORMATION SYSTEMS

## Summary of Degree Requirements

	COURSE PREFIX	COURSE NUMBER	COURSE TITLE	LEC.	LAB.	CREDIT HOURS	
MAJOR FIELD REQUIREMENTS	BUS	101	Principles of Accounting I	3.0	0.0	3.0	
	BUS	102	Principles of Accounting II	3.0	0.0	3.0	
	BUS	103	Introduction of Business	3.0	0.0	3.0	
	EDP	101	Fundamentals of Data Processing	3.0	0.0	3.0	
	EDP	113	Introduction to Systems Analysis	3.0	0.0	3.0	
	BUS	205	Principles of Management	3.0	0.0	3.0	
	BUS	231	Occupational Seminar	1.0	0.0	1.0	
	*BIS	210	Microcomputer Accounting Appl. I	2.0	2.0	3.0	
	*BIS	212	Microcomputer Accounting Appl. II	1.5	3.0	3.0	
	*BIS	216	Data Base Management	1.5	3.0	3.0	
	*BIS	218	The Electronic Spreadsheet	2.0	4.0	4.0	
	*BIS	220	Microcomputer Payroll Applications	1.5	3.0	3.0	
	*BIS	222	Microcomputer Inventory Control	1.5	3.0	3.0	
	*BIS	224	Microcomputers: A Decision Making Tool	1.0	4.0	3.0	
	OAS	241	Word Processing Concepts	2.0	0.0	2.0	
	OAS	242	Word Processing Practicum	0.0	2.0	1.0	(44)

Choose one of the following:

RELATED REQUIREMENTS	*BIS	230	Bus. Information Systems Practicum: Accounting Applications	0.0	4.0	2.0	
	*BIS	232	Bus. Information Systems Practicum: Word Processing Applications	0.0	4.0	2.0	
	*BIS	234	Bus. Information Systems Practicum: Data Base Applications	0.0	4.0	2.0	
	*BIS	236	Bus. Information Systems Practicum: Managment Applications	0.0	4.0	2.0	( 2)

GENERAL EDUCATION REQUIREMENTS		Communications	6.0	0.0	6.0	
		Humanities	3.0	0.0	3.0	
		Social Science	3.0	0.0	3.0	
		Mathematics (BUS 106)	3.0	0.0	3.0	
		Science	3.0	0.0	3.0	(18)

ELECTIVES NONE

TOTALS			50	28		(64)
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CAREER EDUCATIONS  
CIP CODE 07.0306

ASSOCIATE IN APPLIED SCIENCE DEGREE

BUSINESS AND INFORMATION SYSTEMS

SUGGESTED PROGRAM

First Semester		Sem/Hrs	
	Communications	3.0	
BUS 101	Principles of Accounting I	3.0	
BUS 103	Introduction to Business	3.0	
BUS 106	Business Mathematics	3.0	
EDP 101	Fundamentals of Data Processing	3.0	
BUS 231	Occupational Seminar	1.0	(16)
Second Semester			
	Communications	3.0	
BUS 102	Principles of Accounting II	3.0	
BIS 210	Microcomputer Accounting Appl. I	3.0	
OAS 241	Word Processing Concepts	2.0	
OAS 242	Word Processing Practicum	1.0	
	Humanities	3.0	
	Social Science	3.0	(18)
Third Semester			
EDP 113	Intro to Systems Analysis	3.0	
BIS 212	Microcomputer Accounting Appl. II	3.0	
BIS 216	Data Base Management	3.0	
BUS 205	Principles of Management	3.0	
BIS 220	Microcomputer Payroll Appl.	3.0	(15)
Fourth Semester			
BIS 218	Electronic Spreadsheet	4.0	
BIS 222	Microcomputer Inventory Control	3.0	
BIS 224	Microcomputers: A Decision Making Tool	3.0	
BIS	Business and Information Systems		
	Practicum	2.0	
	Science	3.0	(15)
TOTAL			(64)



CERTIFICATE PROGRAM

CAREER EDUCATION  
CIP CODE 07.0306

SUMMARY OF CERTIFICATE PROGRAM

<u>Major Field Requirements</u>		<u>Sem/Hrs</u>
BUS 101	Principles of Accounting I	3.0
BUS 102	Principles of Accounting II	3.0
BIS 210	Microcomputer Accounting Appl. I	3.0
BIS 212	Microcomputer Accounting Appl. II	3.0
BIS 216	Data Base Management	3.0
BIS 218	Electronic Spreadsheet	4.0
BIS 220	Microcomputer Payroll Applications	3.0
BIS 222	Microcomputer Inventory Control	3.0
BIS 224	Microcomputers: A Decision Making Tool	3.0
OAS 241	Word Processing Concepts	2.0
OAS 242	Word Processing Practicum	1.0
TOTAL HOURS REQUIRED FOR CERTIFICATE		31

CERTIFICATE PROGRAM

C.I.P. CODE 07.0306

BUSINESS AND INFORMATION SYSTEMS

SUGGESTED PROGRAM

First Semester		Sem/Hrs	
BUS 101	Principles of Accounting I	3.0	
BIS 210	Microcomputer Accounting Appl. I	3.0	
OAS 241	Word Processing Concepts	2.0	
OAS 242	Word Processing Practicum	1.0	(9)
Second Semester			
BUS 102	Principles of Accounting II	3.0	
BIS 212	Microcomputer Accounting Appl. II	3.0	
BIS 216	Data Base Management	3.0	
BIS 220	Microcomputer Payroll Application	3.0	(12)
Third Semester			
BIS 218	Electronic Spreadsheet	4.0	
BIS 222	Microcomputer Inventory Control	3.0	
BIS 224	Microcomputers: A Decision Making Tool	3.0	(10)
TOTAL HOURS REQUIRED FOR CERTIFICATE			(31)

#### 4. Faculty

- a. The program will require the addition of a full-time faculty member at the Dixon Correctional Center during the first year of operation.
- b. Future enrollments may necessitate additional full or part-time status instructors. The qualifications for Business and Information Systems instructors shall be:
  1. M.S. in Business preferred.
  2. Minimum two years teaching experience required.
  3. Ability to develop and coordinate competency-based business and information system curriculum.
  4. Ability to develop and maintain a comprehensive state-of-the-art learning laboratory.
  5. A working knowledge of teaching techniques, office procedures, business machines, word processors, microcomputer applications, accounting and data processing is required.

#### 5. Support Services

Chart B: Program Physical Facilities

	New Square Ft.	Number of Rooms	Seating Capacity
<u>Classroom Space</u>	450	1	20
<u>Laboratory Space</u>	992		20
<u>Library Space</u>	Space provided by Dixon Correctional Center. This is presently being developed.		
<u>Office Space</u>	100	1	3
<u>Other</u>	Practicum area: Computer lab and various departmental offices within Dixon Correctional Center. Total cost of new or modified programs; unknown Source of funding: State of Illinois Capitol Development Board. Date of new space availability: January 1, 1985.		

Chart C: Equipment Needs 1985

<u>Year Needed</u>	<u>Type</u>	<u>Number</u>	<u>Cost/Total</u>	<u>Purchase</u>
1985	5170 099 PC/AT, 512 K			
	4180 DOS 3.0			
	4910 Color/Graphics monitor adapter			
	5153 001 Color display	1	\$ 6,008.00	X
1985	5150 PC, 176 System units 256K, Two disc drives, double sided, double density, floppy			
	4180 DOS 3.0			
	4900 Monochrome display and print adapter			
	5151 001 Monochrome display	21	44,226.00	X
1985	5152 002 Graphics printers			
	5612 Printer cable			
	5614 Printer stand	5	1,207.50	X
1985	Sony VPR 1020Q High Resolution Color Video Projection System 1		6,200.00	X
1985	Rolltop workstation PC desk, M&M Industries, 45"x29½"x47"	20	4,660.00	X
1985	Alpha 2 series, (anti-static chairs) charcoal color	20	2,180.00	X
1985	Misc. other equipment		4,634.45	X
TOTAL			69,115.95	

c. A library will need to be developed at the Correctional Center.

d. Library materials will be purchased to support the program at the Correctional Center. Materials will include audiovisual, learning cassettes, textbooks/reference manuals, and related periodicals.

e. Practicum will be a part of the program. Two hours are applicable to the A.A.S. Degree. Various departmental offices at Dixon Correctional Center will be the practicum site. Supervision will be conducted by the Business and Information Systems Instructor.

f. Student services will be provided with the following support services provided through School District 428.

1. English as a second language.
2. Chapter 1 Reading
3. Special Education
4. General Education Diploma.

## 6. Financing

- a. No additional costs will be incurred at Sauk Valley College main campus. See 6c.

Chart D: New Financial Requirements

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
Faculty Costs	28,043	29,445	30,917
Facilities Costs	All New Facility Requirements - Provided by Dixon Correctional Center		
Equipment Costs	69,115.95	2,000	2,000
Library/LRC Costs	Some library materials will be included in the classroom and lab areas. A library is under development by Dixon Correctional Center.		
Administration/ Supervision Costs	5,000	5,000	6,050
Total	102,158.95	36,445.00	38,967.00

- b. Detail the anticipated average cost per credit hour.  
for the proposed program on the chart below (Chart E).

Chart E: Anticipated Costs Per Credit Hour for the Proposed Program.

	<u>Number of Credit Hour</u>	<u>Cost Per Credit Hour</u>	<u>Total Cost</u>
Major Field	34	\$ 80.77*	\$2,746.18
Related Field	12		969.24
General Education	18		1,453.86
Electives	0		-0-
Total	64		5,169.28

Average Cost/Credit Hour 80.77

\*Sauk Valley College average cost per credit hour.

- 6c. Sauk Valley College has entered into contractual agreement with the Illinois Department of Corrections School District 428 to provide the Business and Information Systems Program at Dixon Correctional Center. The Department of Corrections School District 428

will provide full financing for the first and second years of this program and will make up the difference after ICCB reimbursement during the third in each consecutive year.

## 7. Public Information

The Business and Information Systems Degree Program will offer an integrated service of microcomputer applications courses in order to prepare students to utilize existing microcomputer software for managerial decision making purposes in both the public and private sectors. As students progress through the sixty-four semester hour program, they will understand that given the appropriate software the microcomputer is a necessary tool for financial and non-financial decision making within small and medium size organizations. For those students who do not desire an Associate in Applied Science Degree, Sauk Valley College at Dixon Correctional Center also offers a Certificate Program in Business and Information Systems.

Hands-on experience is the key to the success of this program. Utilizing practical microcomputer applications in the areas of accounting, payroll, inventory control, data base management, electronic spreadsheets, and word processing with the state-of-the-art equipment, students will gain valuable business and managerial decision making skills.

## 8. Accreditation and Licensure

Accreditation and licensure is not required for this program.

## 9. Program Needs and Priorities

### a. Chart F. Projected Employer Needs for Program Completers

Job Title	First Year Salary
Administrative Assistant	\$14,000
Assist. Manager, Data Processing	14,285
Assist. Manager, Records Management	14,520
Junior Accountant	11,750
Materials Clerk	12,773
Inventory Clerk	12,235
Control Clerk, Data Processing	
Technician	12,428
Data Control Clerk	11,985
Accounts Adjustable Clerk	11,857
Payroll Clerk	12,885
Invoice Control Clerk	12,375
Computer Equipment Operator	14,830
Supervisor, Computer Operation	15,300

Supervisor, Machine-Records Unit	15,440
Account Information Clerk	12,870
Audit Clerk	13,910
Bookkeeper	13,500
Bookkeeper, Machine Operator	14,500
General Ledger Bookkeeper	13,800

Since the Department of Corrections serves the entire state, the Illinois Bureau of Employment Security Research and Analysis 1980-1990 Occupational Projection was cited as material for district openings. See appended material.

#### Average Annual Job Openings

Occupation	Total	Empl. Growth	Labor Force Separation	Empl. Growth 10 Year Period
Computer/Peripheral Equipment Operator	673	65.4	34.6	+28.96
Data Processing	633	75.8	24.2	+37.76

Source: Research and Analysis, Illinois Bureau of Employment Security

#### Chart G. Estimated Enrollments

A.A.S. Program is for Dixon Correctional Center

	First Year	Second Year	Third Year
Full-Time	20	35	45
Part-Time	0	0	0
FTE	20	35	45
Certificate Enrollment			
Full-Time	10	15	20
Part-Time	0	0	0
FTE	10	15	20

Source of data: Staff Projection

- There are no other post-secondary institutions in the district.
- A contract has been made with Department of Corrections School District 428.
- Not applicable since this is an Associate in Applied Science Degree Program.

# SAUK VALLEY COLLEGE

RURAL ROUTE ONE, DIXON, ILLINOIS 61021

DATE Nov. 30, 1984

## MORANDUM

James Feverston

M: Dennis Day

RE: BUSINESS AND INFORMATION SYSTEMS PROGRAM ADVISORY  
COMMITTEE MEMBERS

I have listed below the members of the Business and Information Systems Advisory Committee for Sauk Valley College at Dixon Correctional Center.

Susan Dixon  
Jobs Developer and Business and  
Industry Trainer  
Sauk Valley College  
Dixon, Il. 61021

William Crowsen  
Plant Manager and Owner  
Allied Locke Industries  
Dixon, Il. 61021

Lee Wahl  
President and Owner  
Wahl Clippers, Inc.  
Sterling, Il. 61081

Ron Blaine  
Certified Public Accountant  
Hamilton and Blaine  
Dixon, Il. 61021

Mary Moss  
Marketing Representative and  
Business Consultant  
IBM Corp.  
404 Elm St.  
Rockford, Il. 61101

Ray Neiswander  
President and Owner  
Raynor Mfg. Co.  
Dixon, Il. 61021

Wally Clevenger  
Director of Data Services  
Sauk Valley College  
Dixon, Il. 61021

James Strickland, Sr.  
President and Owner  
Rock River Advanced Micro  
Systems, Inc.  
Dixon, Il. 61021



SAUK VALLEY COLLEGE  
AT  
DIXON CORRECTIONAL CENTER

LOCAL CRAFT ADVISORY COMMITTEE REPORT

TECHNOLOGY: Business and Information Systems DATE: Nov. 30, 1984

CRAFT COMMITTEE CHAIRMAN: Mary Moss

CRAFT COMMITTEE MEMBERS:

Susan Dixon  
Lee Wahl  
Wally Clevenger  
William Crowzen  
Ron Blaine

Ray Neiswander  
James Strickland, Sr.

OTHER PERSON(S) IN ATTENDANCE:

Dennis Day

BRIEF SUMMARY OF MEETING:

Individual meetings were held due to inconvenience of times suggested for a general meeting. The A.A.S. Degree and Certificate Programs were discussed and explained. Committee members received copies for their personal use of the proposed programs. It is the recommendation of this committee that Sauk Valley College adopt the A.A.S. and Certificate Programs in Business and Information Systems.

SUMMARY  
OF  
CRAFT COMMITTEE SUGGESTIONS AND RECOMMENDATIONS

CRAFT COMMITTEE SUGGESTIONS & RECOMMENDATIONS:

A curriculum like this proposal is long overdue.  
We need individuals knowledgeable about how to run and operate current software, not programmers.  
Emphasize the importance of accounting education in this program.  
Equipment and software selections are fantastic-be sure to upgrade when newer technology becomes available.  
We might want to look at graphics as a near future addition to the program.

TEACHER COMMENTS:

This program will emphasize the applications of current micro-computer software rather than take a programming approach.  
I agree that graphics needs to be added in the future. We might even consider offering Intermediate Accounting I and II to provide a greater analytical accounting ability. We need to be aware of technological changes in order to maintain a state-of-the-art program.

*R. H. Day*

ADMINISTRATIVE COMMENTS:

I concur with the recommendations of the committee and applaud Mr. Day for his intuition and perception of the demands of industry. The responsiveness of this program will certainly help meet business needs. Every effort will be made to keep the program up with the cutting edge of technology. Resources have been allocated for numerous monthly publications and for the instructor to attend various workshops and technical updates. Future budgets will include requests for graphics-capable equipment.

*J. J. [Signature]*

REPORTING FORM

CURRICULUM

1. THE CURRICULUM AS STATED IN THE COURSE  
OUTLINE REFLECTS TODAY'S TRADE PHILOSOPHY,  
POLICIES AND PRACTICES.

1 2 3 4 5 6 7 8 9 (10)

2. THE INSTRUCTOR IS TEACHING THE CURRICULUM  
AS STATED IN THE COURSE OUTLINE.

1 2 3 4 5 6 7 8 9 (10)

3. THE TEXTBOOKS, REFERENCE MATERIALS AND/OR  
OTHER PRINTED MATERIALS ARE APPROPRIATE  
FOR STUDENTS IN THIS TECHNOLOGY.

1 2 3 4 5 6 7 8 9 (10)

4. AUDIO-VISUAL AIDS ARE SUFFICIENT ENOUGH  
TO SUPPORT A WELL-ROUNDED CURRICULUM IN  
TERMS OF SUSTAINING STUDENT INTEREST.

1 2 3 4 5 6 7 8 9 (10)

5. THERE IS ACCEPTABLE BALANCE BETWEEN THE  
THEORETICAL WORK AND THE PRACTICAL WORK.

1 2 3 4 5 6 7 8 (9 10)

6. THE INSTRUCTOR'S SHORT-RANGE GOALS ARE  
REALISTIC AND IN TUNE WITH THE INDUSTRY.

1 2 3 4 5 6 7 8 (9 10)

7. THE INSTRUCTOR'S LONG-RANGE GOALS ARE  
REPRESENTATIVE OF THE DIRECTION THAT  
THE INDUSTRY SEEMS TO BE TAKING.

1 2 3 4 5 6 7 8 (9 10)

8. OTHER:

REPORTING FORM

EQUIPMENT

1. LAB EQUIPMENT APPEARS TO BE COMPATIBLE  
WITH THE COURSE CONTENT AS DESCRIBED  
IN THE COURSE OUTLINE.

1 2 3 4 5 6 7 8 9 (10)

2. PRESENT DAY STANDARDS ARE REFLECTED IN  
THE CHOICE OF LAB EQUIPMENT.

1 2 3 4 5 6 7 8 9 (10)

3. THE CONDITION OF THE EQUIPMENT INDICATES  
PROPER CARE AND MAINTENANCE.

1 2 3 4 5 6 7 8 9 10

4. EQUIPMENT MEETS OSHA SAFETY STANDARDS WITH  
RESPECT TO GUARDS, SHIELDS, GROUNDING, ETC.

1 2 3 4 5 6 7 8 9 10

5. SAFETY PROTECTION (SAFETY GLASSES, SHIELDS,  
ETC.) AND THE PROPER INSTRUCTION THEREOF  
HAVE BEEN PROVIDED.

1 2 3 4 5 6 7 8 9 10

6. OTHER:

FY85

State of Illinois  
DEPARTMENT OF CORRECTIONS

CONTRACTUAL SERVICES AGREEMENT

AMENDMENT 85A06-1

DCC Contract No. 850368  
DCC Account Code 001-41670-1200-00-00  
Deal of Human Rights No. N/A  
SEIN No. 36-2588599W

This Agreement is made and entered into between the State of Illinois Department of Corrections  
School District #428  
1301 Concordia Court, Springfield, IL 62702  
Hereinafter called the "STATE" and  
Sauk Valley College  
R.R. #5  
Dixon, IL 61021

hereinafter called the "CONTRACTOR" who agrees as follows:  
CONTRACT BECOMES EFFECTIVE: 9-1-84  
AND EXPIRES 8-31-85

CONTRACT DOCUMENTS CONSIST OF:  
• CONTRACTUAL SERVICES AGREEMENT  
• STANDARD CONTRACT PROVISIONS  
• SUPPLEMENTARY CONDITIONS

PARTIES AGREE TO SUPPLEMENTARY CONDITIONS: See attached:  
A B C D E F G H  
SERVICES:

The Contractor agrees to perform in a good and workmanlike manner the following specific services:  
(Attach additional specifications, if needed.) All conditions agreed as part of the contract remain in effect as part of this amendment. Amends original contract from \$411,416 to \$418,652 in order to better provide vocational training in the areas of Horticulture, Sm Engine Tech., Building Trades/Main., Business and Information Systems, Industrial Electronics/Electricity and Baccalaureate programs.  
This agreement may be subject to termination if in any fiscal year sufficient funds are not appropriated or otherwise made available to cover Department of Corrections obligations.

In compliance with Section 10.1 of the IL Purchasing Act, the undersigned certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has the contractor made an admission of guilt of such conduct which is a matter of record.

Contractor  
By W. Harold Gurnea  
Title President Date 9/7/84  
By James Douglas Lunsford  
Title Regional Director Date 9/6/84

CORPORATIONS ONLY  
ATTEST & SEAL

COMPENSATION: The state will pay to the contractor who will accept in full payment for all services the following. Attach rate or compensation schedule, if needed.

HOURLY RATE \_\_\_\_\_ WEEKLY RATE \_\_\_\_\_  
MONTHLY RATE \_\_\_\_\_ OTHER (Specify) \_\_\_\_\_  
Compensation will be made in accordance with budget attached

Additional Compensation (Travel, etc.)  
The terms of this contract require an advance payment in the amount of \*  
to be paid by \*  
\*SEE ATTACHED PAYMENT SCHEDULE

XX

This contract is:  
A firm dollar contract with total expenditures not to exceed \$ 418,652.00  
An open-end contract with an estimated annual expenditure of \_\_\_\_\_

State of Illinois  
Department of Corrections

Recommended by:  
By [Signature] 9-18-84  
Title Warden Superintendent Manager Date  
By [Signature]  
Title Warden Date 9/10/84  
By [Signature]  
Title Ed. Adm. III Date 9-7-84

EXECUTED UNDER AUTHORITY OF THE DEPARTMENT OF CORRECTIONS

By [Signature] Date 10/9/84  
Director

Audited  
9/19/84 J

**FY85**

Sept. 5, 1984

Sauk Valley College  
APPLICANT

DATE

Dixon Correctional Center  
INSTITUTION

DATA PROCESSING

PROGRAM

BUDGET SUMMARY BY PROGRAM

EXPENDITURES

BUDGET CATEGORY	PRESENT BUDGET	INC. AMT DEC. AMT	PROPOSED BUDGET
PERSONNEL	21,087		21,087
INCE BENEFITS	2,760		2,760
EQUIPMENT	57,014		57,014
COMMODITIES	3,700		3,700
TRAVEL	350		350
OTHER	1,400		1,400
TOTAL	86,311		86,311

Table 5 (continued)

100 Occupations Expected to Have the Largest Number of Job Openings  
State of Illinois  
1980-1990

Occupation  (Ranked in descending order, by total average annual job openings)	Average Annual Job Openings			Rate of Employment Growth or Decline: 10-Year Period
	Total	Source of Openings (Percent of Total)		
		Employment Growth	Labor Force Separations	
Bus Drivers	719	20.0%	80.0%	+ 9.13%
Police & Detectives	717	13.3	86.7	+ 6.29
Production Packagers, Exc. Meat/Produce	696	0.0	100.0	- 5.29
Shipping & Receiving Clerks	681	0.0	100.0	- 1.63
Social Workers	674	6.1	93.9	+ 2.45
Computer/Peripheral Equipment Operators	673	65.4	34.6	+ 28.96
Telephone Operators	670	0.0	100.0	- 4.07
Inspectors (Skilled), Manufacturing	668	0.0	100.0	- 9.68
Physicians & Surgeons	658	49.8	50.2	+ 15.78
Buyers, Wholesale & Retail Trade	658	8.4	91.6	+ 3.56
Correction Officers & Jailers	655	26.0	74.0	+ 35.99
Painters, Maintenance	637	0.0	100.0	+ 0.03
Real Estate Agents & Brokers	636	0.0	100.0	- 6.93
Systems Analysts, Data Processing	633	75.8	24.2	+ 37.76
Helpers, Trades	598	0.0	100.0	- 6.93
Stationary Engineering Occupations	575	8.3	91.7	+ 0.84
Mechanical Engineers	573	32.8	67.2	+ 11.37
Shipping Packers	571	0.0	100.0	- 4.21
Housekeepers, Hotels & Motels	571	31.7	68.3	+ 27.21
Hairdressers & Cosmetologists	567	0.0	100.0	- 8.94
Plumbers & Pipefitters	561	0.0	100.0	- 2.09
Welders & Flamecutters	552	0.0	100.0	- 2.31
Wholesalers	520	0.0	100.0	+ 0.15
Claims Workers, Insurance	519	34.1	65.9	+ 18.40
Sales Managers, Retail Trade	499	15.4	84.6	+ 4.92
Maintenance Mechanics	497	0.0	100.0	- 1.08
Dining Room Attendants & Bar Helpers	469	50.7	49.3	+ 13.55
Pharmacists	468	14.7	85.3	+ 8.96
Construction Laborers, Exc. Carp. Helpers	462	5.6	94.4	+ 1.75
College & University Teachers	460	0.0	100.0	- 9.48
Excavating & Grading Machine Operators	459	0.0	100.0	- 0.50
Payroll & Timekeeping Clerks	459	0.0	100.0	- 0.51
Drafters	454	40.3	59.7	+ 13.00
Dental Assistants	451	34.1	65.8	+ 22.51
Order Fillers (Stock Handling)	446	0.0	100.0	- 2.19
Messengers & Office Helpers	416	11.8	88.2	+ 12.35
Postal Service Clerks	411	0.0	100.0	- 5.58
Butchers & Meat Cutters	404	11.9	88.1	+ 4.46
Bookkeeping & Billing Machine Operators	398	7.8	92.8	+ 3.17
Computer Programmers	390	52.6	47.4	+ 12.96
Service Worker Supervisors	387	18.6	81.4	+ 6.83
Lathe & Milling Machine Operatives	386	0.0	100.0	- 4.26
Postal Mail Carriers	370	15.9	84.1	+ 3.98
Fuel Pump Attndts., Gas Stations/Garages	357	0.0	100.0	- 1.75
Civil Engineers	355	31.0	69.0	+ 14.97
Electrical Engineers	347	31.7	68.3	+ 8.86
Librarians	340	4.4	95.6	+ 2.10
Psychiatric Aides	340	32.4	67.6	+ 20.84
Flight Attendants	338	9.2	90.8	+ 4.90
Electrical & Electronic Technicians	333	27.3	72.7	+ 4.83

Source: Research and Analysis, Illinois Bureau of Employment Security.

Illinois Community College Board  
Form 20 (Revised October 1983)

## APPLICATION FOR APPROVAL OF A NEW UNIT OF INSTRUCTION

District Name Sauk Valley College District No. 506 Campus No. D.C.C.  
Title of Proposed Program Small Engine Technology  
Type of Program \_\_\_\_\_ Number of Credit Hours A.A.S.-64/Cert.\*  
Degree Type 03-A.A.S. Proposed CIP Number 47.0606  
Certificate Type 30\* Proposed Date of Implementation 1/1/85  
Program Contact Person James Douglas Feverston, Director of Education

This proposed program was approved by the College Board of Trustees on \_\_\_\_\_.  
(date)

State approval of the program is hereby requested.

(Signed) \_\_\_\_\_ Date \_\_\_\_\_  
Chief Administrative Officer

\*\*\*\*\*

Approval of this program was \_\_\_\_\_ by the Illinois Community College Board.  
(granted or denied)

(Signed) \_\_\_\_\_ Date \_\_\_\_\_

Program approved by the Illinois Community College Board will be forwarded to the  
Illinois Board of Higher Education for action.

\*\*\*\*\*

Approval of this program was \_\_\_\_\_ by the Illinois Board of Higher Education  
(granted or denied)  
on \_\_\_\_\_.  
(date)

The granting of approval by the Illinois Board of Higher Education requires the college  
to submit a Form 20A to the Illinois Community College Board in order to enter the  
program on the ICCB Curriculum Master File. [The college is also responsible for filing  
the appropriate form(s) to add any new course(s) included in the program.]

\*This application includes four certificate programs in addition to the  
A.A.S. Degree. The certificates are;

Small Engine Service and Repair	20 Sem. Hrs.
Lawn and Garden/Chain Saw Service and Repair	12 Sem. Hrs.
Snowmobile Service and Repair	14 Sem. Hrs.
Motorcycle Service and Repair	18 Sem. Hrs.



## 1. Mission and Objectives

- a. The Small Engine Technology Program will be under the direct supervision of the Director of Education, Sauk Valley College at Dixon Correctional Center. The Director reports to the Dean of Instruction of Sauk Valley College. Inputs are received by the Director and Instructor via the Advisory Council. The program is designed to meet the needs of the clientele of the Illinois Department of Corrections at the Dixon Correctional Center.
- b. Objectives of Proposed Program
  - 1) To develop with the students the skills and knowledge level required to perform at a job entry level as a multi-faceted small engine mechanic.
  - 2) To graduate students who are skillful, productive, and technically competent to function as Power Saw Mechanics.
  - 3) To graduate students who are skillful, productive, and technically competent to function as Lawn and Garden Equipment Mechanics.
  - 4) To graduate students who are skillful, productive, and technically competent to function as Snowmobile Mechanics.
  - 5) To graduate students who are skillful, productive, and technically competent to function as Outboard Marine Mechanics.
  - 6) To graduate students who are skillful, productive, and technically competent to function as Motorcycle Mechanics.
  - 7) To produce graduates with the necessary communication skills and related talents who can work in an organization responsibly, effectively, and efficiently.

To graduate trained employable students who possess the proper attitude and work ethics necessary to maintain employment.
  - 8) To provide a foundation of knowledge and skills to serve as a base for continual learning.
- c. Sauk Valley College currently offers Automotive Technology and Diesel Technology Associate in Applied Science Degree Programs and related certificate programs.

areas: (1) armed service experience; (2) credits by evaluation; (3) credits by proficiency examination; (4) college credits earned at other institutions; and (5) 30 semester hours can be earned through the College Level Examination Program (CLEP) in general and subject examinations.

#### Acceptance of Armed Forces Experience for College Credit.

Credit toward graduation may be granted a veteran for certain armed service experience. All claims for experience including armed service schooling must be documented. All veterans must submit a copy of form DD214 or separation record. In the case of special schooling claims, a certificate of completion for the appropriate training must be presented to the Office of Admissions and Records for credit evaluation. Sauk Valley College will accept armed service experiences toward college credit as recommended by the Commission on Accreditation of Service Experience of the American Council of Education.

- a) All USAFI courses numbered 400-599 are accepted for college credit if a passing grade is obtained. Equivalent letter grades are not assigned.
- b) Sauk Valley College accepts credits earned through various Armed Forces Education experiences as recommended by A Guide to Evaluation of Educational Experiences in the Armed Services.
- c) A veteran may receive Sauk Valley College physical education credit at the rate of one semester hour for one year of active duty served in the armed services up to a maximum of four semester hours.

#### Acceptance of Credit by Evaluation.

Credit by Evaluation certifies knowledge gained by:

- a. Work experience-Appropriate work experience in which they may not be taken in a course which the student has previously audited or in which he/she has enrolled.

Exceptions to these policies may be made only upon approval by the dean of instruction.

#### Acceptance of Collegiate Credits Earned at Other Institutions.

Sauk Valley College will accept all credits earned at other institutions of higher learning if the sending college is rated A, B, or C in

Credit Given by American Association of Collegiate Registrars and Admissions Officers (AACRAO). Credit successfully completed will be accepted: (a) on a course for course basis; (b) a division elective; or (c) as a general elective. "F" grades are not computed in the transfer grade point average. Credits satisfactorily completed by the methods of pass/fail or proficiency examination are accepted. Such credits are not computed in the transfer grade point average.

Acceptance of Credits Earned by College Level Examination Program (CLEP).

Sauk Valley College will accept credits earned by CLEP. The maximum amount of credit granted shall not exceed 30 semester hours as recommended by the American Council on Education. The guidelines regarding CLEP by the American Council on Education will be considered in granting Sauk Valley College credit. Sauk Valley College follows Illinois Community College Board guidelines in granting credit for general exams, with the exception of English composition. Sauk Valley College does not grant credit for the English composition general exam. Credit for subject matter examinations is granted in accordance with guidelines of the American Council on Education. Students may not use CLEP credits for purposes of completing the 16 semester hours residency policy at SVC. CLEP credits will not affect a student's GPA.

- 5) The Small Engine Technology Associate in Applied Science Degree Program offered by Sauk Valley College at Dixon Correctional Center will offer a practicum for students. The practicum will consist of a minimum of two semester hours in an area chosen by the student. A maximum of two semester hours will be applicable to the A.A.S. Degree.
  - a) Students will be residents of Dixon Correctional Center. This program is being provided by the Illinois Department of Corrections School District 428 to meet the needs of the student population. A body of knowledge that is parallel to Sauk Valley College courses will be evaluated and credit will be given when documented by the appropriate dean.
  - b) Technical and/or vocational training: A course or courses successfully completed at technical and/or vocational institutions may be transferred

to Sauk Valley College by evaluation if they are found to be equivalent and documented by the Dean of Instruction.

- c) **Experiential Credit:** Sauk Valley College will, upon request, evaluate formalized learning outside of the college which has been documented by an outside accrediting body (for example, apprentice councils of local labor unions, the American Medical Association). Requests for such evaluation should be directed to the Dean of Instruction.

**Acceptance of Credit by Proficiency Examination.** Proficiency examinations may be taken in certain courses or programs upon petition by the student. These examinations may be taken only with the approval of the division head and the Dean of Instruction. They are open to those students who, in the judgement of the above listed people, meet the requirements through previous course work, experience, or a combination of both. If the student is allowed credit by proficiency, he/she will be required to pay the regular fee for the number of semester hours granted when making application for a proficiency examination. This fee will not be refunded if the student fails to earn a qualifying score on the examination. Application blanks for proficiency examinations are available in the Admissions Office. If the student passes a proficiency examination, he/she will be given credit which will be shown on the record as "Credit by Proficiency." No grade will be recorded and the credits will not figure in the grade point average. A maximum of 15 semester hours may be earned through proficiency examinations. Proficiency examinations are given in accordance with the following restrictions:

They may not be taken to raise a grade, remove a failure, or replace an incomplete. They may not be taken before the student is admitted to Sauk Valley College. No credit will be entered on the transcript until the student has successfully completed at least six hours of course work at Sauk Valley College. They may not be taken more than once in a given course. They may not be taken in a course that is below the level of previous work that the student has completed.

### 3. Curriculum

#### CHART A

ASSOCIATE IN APPLIED SCIENCE DEGREE

CAREER EDUCATION  
CIP CODE 47.0606

#### SMALL ENGINE TECHNOLOGY

##### Summary of Degree Requirements

	COURSE PREFIX	COURSE NUMBER	COURSE TITLE	LEC.	LAB.	CREDIT HOURS
MAJOR FIELD REQUIREMENTS	*SET	110	Small Engine Safety and Shop Practices	1.5	3.0	3.0
	*SET	120	Introduction to Small Engine Service	2.0	2.0	3.0
	*SET	122	Small Engine Ignition Systems	2.0	2.0	3.0
	*SET	124	Small Engine Fuel and Charging Systems	2.0	2.0	3.0
	*SET	126	Precision Cylinder Machining and Service	1.0	4.0	3.0
	*SET	128	Small Engine Short Block Overhaul and Rebuilding	1.5	3.0	3.0
	*SET	130	Lawn and Garden Equipment Service and Repair	2.0	2.0	3.0
	*SET	140	Chain Saw Service and Repair	1.0	2.0	2.0
	*SET	250	Outboard Motor Service and Repair	1.5	3.0	3.0
	*SET	260	Snowmobile Engine Service and Repair	2.0	4.0	4.0
	*SET	270	Motorcycle Engine Overhaul and Rebuilding	1.0	2.0	2.0
	*SET	290	Small Engine Shop Manager	2.0	2.0	3.0 (35)
Eleven (11) semester hours to be selected from the following courses; two (2) hours of which must be a practicum. Applicable practicum hours shall not exceed four (4) semester hours.						
RELATED REQUIREMENTS	*SET	232	Lawn and Garden Equipment Transmissions and Differentials	1.0	4.0	3.0
	*SET	262	Snowmobile Drive Trains and Suspensions	2.0	4.0	4.0
	*SET	272	Motorcycle Ignition and Charging Systems	1.5	3.0	3.0
	*SET	274	Motorcycle Fuel Systems and Drive Train	1.5	3.0	3.0
	*SET	278	Motorcycle Electrical Accessories Suspensions and Controls	2.0	4.0	4.0
	*SET	280	Small Engine Technology Practicum:	0	4.0	2.0
	*SET	282	Small Engine Technology Practicum:	0	4.0	2.0
	*SET	284	Lawn and Garden Equipment Small Engine Technology Practicum:	0	4.0	2.0
	*SET	286	Small Engine Technology Practicum:	0	4-8-12	2-4-6
	*SET	288	Snowmobiles Small Engine Technology Practicum:	0	4.0	2.0
	*SET	289	Outboard Motors Small Engine Technology Practicum:	0	4-8-12	2-4-6
			Motorcycles			
	WLD	109	Gas Cutting and Welding	1.0	2.0	2.0 (11)
GENERAL EDUCATION REQUIREMENTS						
			Communications	6.0	0.0	6.0
			Humanities	3.0	0.0	3.0
			Social Science	3.0	0.0	3.0
			Mathematics (BUS. 106)	3.0	0.0	3.0
			Science	3.0	0.0	3.0 (18)
ELECTIVES						
			NONE			
TOTALS				40.5-41.5	45-47	(64)

Suggested Program

	Sem/Hrs
First Semester	
SET 110 Small Engine Safety and Shop Practices	3
SET 120 Introduction to Small Engine Service	3
SET 122 Small Engine Ignition Systems	3
SET 124 Small Engine Fuel and Charging Systems	3
Communications	<u>3</u>
	15
Second Semester	
SET 140 Chain Saw Service and Repair	2
SET 126 Precision Cylinder Machining and Service	3
SET 128 Small Engine Short Block Overhaul and Rebuilding	3
SET 130 Lawn and Garden Equipment Service and Repair	3
Communications	3
Social Science	<u>3</u>
	17
Third Semester	
SET 250 Outboard Motor Service and Repair	3
SET 260 Snowmobile Engine Service and Repair	4
SET 262 Snowmobile Drive Trains and Suspensions	4
SET 286 Small Engine Technology Practicum:	2
Snowmobiles	
Humanities	<u>3</u>
	16
Fourth Semester	
SET 270 Motorcycle Engine Overhaul and Rebuilding	2
SET 290 Small Engine Shop Manager	3
SET 272 Motorcycle Ignition and Charging Systems	3
SET 289 Small Engine Technology Practicum:	2
Motorcycles	
Mathematics (BUS 106)	3
Humanities	<u>3</u>
	16

Small Engine Technology

Small Engine Service and Repair

This certificate program is designed to prepare a student for employment in the field of general two and four cycle small engine service and repair. A student completing this certificate course will have the necessary entry level skills for employment in D.O.T. classifications, 625.281-034 Small Engine Mechanic; 625.281-018 Engine Repairer, Service and 625.381-010 Engine Repairer, Production.

SUMMARY OF CERTIFICATE REQUIREMENTS

Major Field Requirements	Sem/Hrs.
SET 110 Small Engine Safety and Shop Practices	3.0
SET 120 Introduction to Small Engine Service	3.0
SET 122 Small Engine Ignition Systems	3.0
SET 124 Small Engine Fuel and Charging Systems	3.0
SET 126 Precision Cylinder Machining and Service	3.0
SET 128 Small Engine Short Block Overhaul and Rebuilding	3.0
SET 280 Small Engine Technology Practicum: Lawnmowers	2.0
Total Hours Required for Certificate	20.0

SUGGESTED PROGRAM

First Semester

SET 110 Small Engine Safety and Shop Practices	3.0
SET 120 Introduction to Small Engine Service	3.0
SET 122 Small Engine Ignition Systems	<u>3.0</u>
TOTAL	9.0

Second Semester

SET 124 Small Engine Fuel and Charging Systems	3.0
SET 126 Precision Cylinder Machining and Service	3.0
SET 128 Small Engine Short Block Overhaul and Rebuilding	3.0
SET 280 Small Engine Technology Practicum: Lawnmowers	<u>2.0</u>
	11.0

Career Education  
CIP Code 47.0606

Certificate Program

Small Engine Technology

Lawn and Garden/Chain Saw Service and Repair.

This certificate program involves a specialized core of courses providing a student with knowledge and skills specific to lawn and garden equipment and chain saw service and repair. A student completing this certificate will have the necessary entry level skills for the following D.O.T. classifications: 625.281-034 Small Engine Mechanic 625.281-030 Power-Saw Mechanic

SUMMARY OF CERTIFICATE REQUIREMENTS

Major Field Requirements	Sem/Hrs
SET 130 Lawn and Garden Equipment Service and Repair	3.0
SET 132 Lawn and Garden Equipment Transmissions and Differentials	3.0
SET 140 Chain Saw Service and Repair	2.0
SET 282 Small Engine Technology Practicum: Lawn and Garden Equipment	2.0
SET 284 Small Engine Technology Practicum: Chain Saws	2.0
Total Hours Required for Certificate	12.0



Career Education  
CIP Code 47.0606

## Certificate Program

### Small Engine Technology

#### Snowmobile Service and Repair

This certificate program involves a specialized core of courses providing a student with knowledge and skills specific to snowmobile service and repair. A student completing this certificate program will have the necessary entry level skills for employment as a snowmobile technician and D.O.T. classification 625.281-034 Small Engine Mechanic.

#### SUMMARY OF CERTIFICATE REQUIREMENTS

Major Field Requirements	Sem/Hrs.
SET 260 Snowmobile Engine Service and Repair	4.0
SET 262 Snowmobile Drive Trains and Suspensions	4.0
SET 286 Small Engine Technology Practicum: Snowmobiles	6.0
Total Hours Required for Certificate	14.0

Small Engine Technology

Motorcycle Service and Repair

This certificate program involves a specialized core of courses providing a student with knowledge and skills specific to motorcycle service and repair. A student completing this certificate program will have the necessary entry level skills for employment in the following D.O.T. classifications; 620.281-054 Motorcycle Repairer, 620.384-010 Motorcycle Tester, 620.684-026 Motorcycle Subassembly Repairer.

SUMMARY OF CERTIFICATE REQUIREMENTS

Major Field Requirements	Sem/Hrs.
SET 270 Motorcycle Engine Overhaul and Rebuilding	2.0
SET 272 Motorcycle Ignition and Charging Systems	3.0
SET 274 Motorcycle Fuel Systems and Drive Train	3.0
SET 278 Motorcycle Electrical Accessories Suspensions and Controls	4.0
SET 289 Small Engine Technology Practicum: Motorcycles	6.0
Total Hours Required for Certificate	18.0

SUGGESTED PROGRAM

First Semester

SET 270 Motorcycle Overhaul and Rebuilding	2.0
SET 272 Motorcycle Ignition and Charging Systems	3.0
SET 274 Motorcycle Fuel Systems and Drive Trains	3.0
Total	8.0

Second Semester

SET 278 Motorcycle Electrical Accessories Suspensions, and Controls	4.0
SET 289 Small Engine Technology Practicum: Motorcycles	6.0
Total	10.0

#### 4. Faculty

- a. The program will require the addition of a full-time faculty member at the Dixon Correctional Center during the first year of operation.
- b. Future enrollments may necessitate additional full or part-time status instructors. The qualifications for Small Engine Technology instructors shall be:
  - 1) B.S. in Power Mechanics or above preferred and/or four years of mechanical experience.
  - 2) Educational experience desirable.
  - 3) Ability to coordinate and develop small engine curriculum.
  - 4) Ability to develop and maintain an all new state-of-the-art laboratory/shop.
  - 5) A working knowledge of chain saws, garden tractors, motorcycles, outboard motors and snowmobiles is required.

#### 5. Support Services

##### CHART B: Program Physical Facilities

	New Square Feet	Number of Rooms	Seating Capacity
<u>Classroom Space</u>	450	1	20
<u>Laboratory Space</u>	1860	3	20
<u>Library Space</u>	Space provided by Dixon Correctional Center. This is presently being developed.		
<u>Office Space</u>	100	1	3
<u>Other</u>	Practicum area: Practicum will be conducted in the production shop area of the Small Engine Technology Laboratory. Total cost of new or modified programs; unknown Source of funding: State of Illinois Capital Development Board. Date of new space availability: January 1, 1985		

# CHART C: Equipment Needs 1985

<u>Year Needed</u>	<u>Type</u>	<u>Number</u>	<u>Cost/Unit</u>	<u>Purchase</u>
1985	Roll cab	1	823.20	X
1985	Air compressor 5HP	1	1,076.04	X
1985	Deblast Bead buster	1	526.75	X
1985	Ken Cook student workstation	2	3,190.00	X
1985	2cycle training program	1	2,430.00	X
1985	4 cycle training program	1	2,430.00	X
1985	Test stand training equip.	1	500.00	X
1985	Assorted course equipment	1	1,000.00	X
1985	to coincide with 2 cycle			
1985	Assorted course equipment	1	1,180.00	X
1985	to coincide with 4 cycle			
1985	SR100 student workstation	6	9,570.00	X
1985	Small Engine Tech application	1	2,430.00	X
1985	training program			
1985	Motorcycle tech training	1	970.00	X
1985	program			
1985	Marine tech training	1	1,430.00	X
1985	program			
1985	Chain saw tech training	1	2,430.00	X
1985	program			
1985	P/N course equipment	1	2,220.00	X
1985	Motorcycle tech course	1	1,102.00	X
1985	equipment			
1985	Marine engine tech course	1	890.00	X
1985	equipment			
1985	Operational testing course	1	1,175.00	X
1985	equipment			
1985	Chain saw tech course	1	1,210.00	X
1985	equipment			
1985	ATC Honda 3 wheeler	1	520.00	X
1985	Polaris 400 snowmobile	1	500.00	X
1985	dynamometer			
1985	1974 Polaris snowmobile	1	500.00	X
1985	500cc			
1985	Sm. Eng. Valve seat cutter	1	500.00	X
1985	Various used sm. engine	1	1,000.00	X
1985	2 & 4 stroke units			
1985	CO-HC Test Master exhaust	1	4,180.00	X
1985	analyzer			
1985	Hartzel motorcycle dyna-	1	500.00	X
1985	momometer			
1985	Boring bar Md #12021	1	3,500.00	X
1985	Crank shaft truer Md. #1041	1	500.00	X
1985	Misc. equipment under \$500.		15,203.00	
TOTAL			63,485.99	

- c. A library is under development by Dixon Correctional Center staff.
- d. Library materials will be purchased to support the program at the Correctional Center. Materials will include audiovisual, learning cassettes, textbooks/reference manuals, and related periodicals.
- e. Practicum will be a part of the program. Two hours minimum and six hours maximum are applicable to the A.A.S. Degree. The production area of the Small Engine Technology Laboratory, Dixon Correctional Center will be the practicum site. Supervision will be conducted by the Small Engine Technology Instructor.
- f. Student services will be provided with the following support services provided through School District 428.
  - 1) English as a second language
  - 2) Chapter 1 reading
  - 3) Special Education
  - 4) General Education Diploma

#### 6. Financing

- a. No additional costs will be incurred at Sauk Valley College main campus. See 6c.

CHART D: New Financial Requirements

	<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
<u>Faculty Costs</u>	23,489	24,663	25,896
<u>Facilities Costs</u>	All New Facility Requirements Provided by Dixon Correctional Center		
<u>Equipment Costs</u>	63,486	2,000	2,000
<u>Library/LRC Costs</u>	Some library materials will be in- cluded in the classroom and lab areas. A library is under development by Dixon Correctional Center.		
<u>Administration/ Supervision Costs</u>	5,000	5,000	6,050
<u>Total</u>	91,975	31,663	33,946

- b. Detail the anticipated average cost per credit hour for the proposed program on the chart below (Chart E).

CHART E. Anticipated Costs Per Credit Hour for the Proposed Program.

	<u>Number of Credit Hours</u>	<u>Cost per Credit Hours</u>	<u>Total Cost</u>
Major Field	34	\$80.77*	\$2,746.18
Related Field	12		969.24
General Education	18		1,453.86
Electives	0		-0-
Total	64		\$5,169.28
Average Cost/Credit Hour		\$80.77	

\*Sauk Valley College average cost per credit hour.

- c. Sauk Valley College has entered into contractual agreement with the Illinois Department of Corrections School District 428 to provide the Small Engine Technology Program at Dixon Correctional Center. The Department of Corrections School District 428 will provide full financing for the first and second years of this program and will make up the difference after ICCB reimbursement during the third in each consecutive year.

7. Public Information

Career Education Associate in Applied Science Degree  
CIP Code 47.0606

Small Engine Technology

The Associate in Applied Science Degree Program for Small Engine Technology is designed to prepare students for employment as technicians in a variety of applications. Students will develop the knowledge, skills, and analytical abilities necessary to be proficient in this highly technical field.

Occupations for which this program prepares students include: 625.131-014 Supervisor, Engine-Repair; 625.281-034 Small Engine Mechanic; 625.281-026 Gas-Engine Repairer; 625.281-018 Engine Repairer, Service; 625.381-010 Engine Repairer, Production; and 625.281-030 Power-Saw Mechanic. Also included are: 623.281-042 Outboard Motor Mechanic; 623.261-014 Outboard Motor Tester; 620.131-018 Supervisor, Motorcycle Repair Shop; 620.281-054 Motorcycle Repairer; 620.384-010 Motorcycle Tester; and 620.684-026 Motorcycle Subassembly Repairer.

Descriptions of each certificate are included on the certificate program under response question 3.

8. Accreditation and Licensure

Accreditation and licensure is not required for this program.

9. Program Needs and Priorities

a. CHART F. Projected Employer Needs for Program Completers

<u>DOT Number</u>	<u>Job Title</u>	<u>First Year Salary</u>
625.131-914	Supervisor, Engine-Repair	\$16,640
625.281-034	Small-Engine Mechanic	\$10,400-12,480
625.281-026	Gas-Engine Repairer	\$10,400-12,480
625.281-018	Engine Repairer, Service	\$16,640-20,800
625.381-010	Engine Repairer, Production	\$16,640-20,800
625.281-030	Power Saw Mechanic	\$10,400
623.281-042	Outboard-Motor Mechanic	\$10,400
623.261-014	Outboard-Motor Tester	\$16,640-20,800
620.131-015	Supervisor, Motorcycle Repair Shop	\$16,640
620.281-054	Motorcycle Repairer	\$12,480
620.384-010	Motorcycle Tester	\$16,640-20,800
620.384-026	Motorcycle Subassembly Repairer	\$16,640-20,800

Source of Data:

- Instructor's survey of numerous employers
- Mr. Gary Wilson, Labor Market Economist, Illinois Department for Research and Analysis.

Mr. Wilson agrees that a horrendous error was made in the calculation of the Gasoline Engine Motor Repair Occupation statistic for the State of Illinois as quoted in Occupational Projections 1980-1990. The figure shows an unrealistically low number of openings and an industry growth rate of twenty-five percent.

Mr. Wilson feels that the true figure is more in line with the automobile mechanic occupation. He estimates job openings in the encompassing category of Small Engine Technology to be about one-half of the openings of automobile mechanics.

The adjusted figure for Small Engine Technology graduates would be 598 job openings annually, state wide. This figure indicates a moderate industry growth of +5.53 percent

This new program is being developed for Sauk Valley College at Dixon Correctional Center. It does not replace any program nor will it reduce enrollment in related programs.

## 2. Academic Control

- a. This Associate in Applied Science Degree Program was developed by Sauk Valley College for Dixon Correctional Center with input and direction from a Small Engine Technology Advisory Council. The Small Engine Technology Program is based on task analysis and validated by the advisory council.
- b. Application for Admission is open to any interested person who wishes to benefit from any Sauk Valley College courses or any curriculum leading to a certificate or degree. Sauk Valley College reserves the right to screen applicants for any program for which enrollment may be limited.
- c. Graduation requirements.
  - 1) Satisfy all admissions procedures.  
Complete a minimum of 16 semester hours at Sauk Valley College.  
Complete no less than 64 semester hours in a prescribed program of studies.
  - 2) Compile a cumulative grade point average of 2.00. Satisfy the state requirements regarding national, state and local government, the United States constitution and the Illinois constitution in one of the following methods: File an "Intent to Graduate" form with the Office of Admissions and Records at Sauk Valley College for the degree program from which the student intends to graduate. Deadline to file is the end of the fourth week of the final semester. All instructors in this program will be approved by the Sauk Valley College Board of Trustees and will meet the same criteria as instructors on campus.
  - 3) Students must complete a minimum of 16 semester hours at Sauk Valley College.
  - 4) Credit for Prior Experience.  
Students enrolled at Sauk Valley College may earn credits based on prior experience in the following



STATE OF ILLINOIS  
OCCUPATIONAL EMPLOYMENT (1980 AND PROJECTED 1990) AND AVERAGE ANNUAL JOB OPENINGS

OCCUPATIONAL TITLE	EMPLOYMENT 1980		EMPLOYMENT 1990		EMPLOYMENT CHANGE 1980-1990		AVERAGE ANNUAL JOB OPENINGS 1980-1990			
	NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	TOTAL	PERCENT	GROWTH	SEPARATIONS
TOOL & DIE MAKERS	13402	0.25	11642	0.21	-1760	-13.13	171	0.08	-176	+347
DIE SINKERS	220	0.00	189	0.00	-31	-14.09	3	0.00	-3	+6
MECHS. REPAIRERS, INSTALLERS	121298	2.29	127179	2.35	+5881	+4.84	3608	1.80	+588	+3020
REFRIG MECHANICS, A/C MECHANICS	5861	0.11	6013	0.11	+152	+2.59	159	0.07	+15	+144
AIRCRAFT MECHANICS	2781	0.05	2909	0.05	+128	+4.60	41	0.02	+13	+28
AUTO SEAT COVER, TOP INSTALLERS	158	0.00	119	0.00	-39	-24.68	-2	0.00	-4	+2
AUTO BODY REPAIRERS	8033	0.15	8192	0.15	+159	+1.97	172	0.08	+16	+156
→ AUTOMOTIVE MECHANICS	41939	0.79	44262	0.81	+2323	+5.53	1197	0.59	+232	+965
AUTOMOTIVE MECHANICS	41548	0.78	43846	0.81	+2298	+5.53	1186	0.59	+230	+956 ←
AUTO REPAIR SERVICE ESTIMATORS	391	0.00	415	0.00	+24	+6.13	11	0.00	+2	+9
DATA PROCESSING MACH MECHANICS	365	0.00	775	0.01	+410	+112.32	44	0.02	+41	+3
FARM EQUIPMENT MECHANICS	714	0.01	723	0.01	+9	+1.26	27	0.01	+1	+26
HEAVY EQUIP MECHS, INC DIESEL	23765	0.44	23587	0.43	-178	-0.74	645	0.32	-18	+663
ENGINEERING EQUIPMT MECHANICS	3080	0.05	3039	0.05	-41	-1.33	82	0.04	-4	+86
HYDROELECTRIC MACHINE MECHS, ETC	356	0.00	365	0.00	+9	+2.52	11	0.00	+1	+10
MINE MACHINERY MECHANICS	1142	0.02	1178	0.02	+36	+3.15	36	0.01	+4	+32
MARINE MECHANICS/REPAIRERS	143	0.00	152	0.00	+9	+6.29	5	0.00	+1	+4
MAINTENANCE MECHANICS	18556	0.35	18355	0.33	-201	-1.08	497	0.24	-20	+517
POWER TRANSFORMER REPAIRERS	23	0.00	23	0.00	+0	+0.00	1	0.00	+0	+1
TREATMENT PLANT MECHANICS	452	0.00	470	0.00	+18	+3.98	15	0.00	+2	+13
KNITTING MACHINE FIXERS	3	0.00	2	0.00	-1	-33.33	0	0.00	+0	+0
SECTION REPAIRERS & SETTERS	12	0.00	3	0.00	-9	-75.00	-1	0.00	-1	+0
HOUSEHOLD APPL MECHS & INST	4075	0.07	4486	0.08	+411	+10.08	167	0.08	+41	+126
ELECTRIC METER INSTALLERS, ETC	441	0.00	450	0.00	+9	+2.04	14	0.00	+1	+13
GAS METER INSTALLERS	45	0.00	46	0.00	+1	+2.22	1	0.00	+0	+1
GAS & ELEC APPLIANCE REPAIRERS	2609	0.04	2890	0.05	+281	+10.77	109	0.05	+28	+81
HOUSEHOLD APPLIANCE INSTALLERS	601	0.01	704	0.01	+103	+17.13	29	0.01	+10	+19
WATER METER INSTALLERS	360	0.00	375	0.00	+15	+4.16	13	0.00	+2	+11
HOUSEHOLD APPLIANCE REPAIRERS	19	0.00	20	0.00	+1	+5.26	1	0.00	+0	+1
LOOM FIXERS	4	0.00	2	0.00	-2	-50.00	0	0.00	+0	+0
OFF MACH SERVICERS/CASH REG SERV	4344	0.08	6199	0.11	+1855	+42.70	266	0.13	+186	+80
RADIO & TV SERVICERS & REPAIRERS	3451	0.06	3847	0.07	+396	+11.47	114	0.05	+40	+74
RAILROAD CAR SHOP REPAIRERS	2981	0.05	2668	0.04	-313	-10.49	69	0.03	-31	+100
ELECTRIC TRACK SWITCH MAINTAINRS	78	0.00	70	0.00	-8	-10.25	2	0.00	-1	+3
SIGNAL MAINTAINERS	402	0.00	359	0.00	-43	-10.69	10	0.00	-4	+14
CAR REPAIRERS	2501	0.04	2238	0.04	-263	-10.51	58	0.02	-26	+84
OTH MECHANICS, REPAIRERS, INST	22828	0.43	23398	0.43	+570	+2.49	710	0.35	+57	+653
DRAPERY HANGERS	5	0.00	5	0.00	+0	+0.00	0	0.00	+0	+0
BICYCLE REPAIRERS	605	0.01	695	0.01	+90	+14.87	29	0.01	+9	+20
CAMERA REPAIRERS	120	0.00	131	0.00	+11	+9.16	5	0.00	+1	+4

For Board Meeting of  
December 17, 1984

Agenda Item G-2

POLICY REVISION (FIRST READING)

The attached policy is presented for first reading. It has been prepared in response to the need identified last meeting for coverage of employees between the time of employment with the college and the inception of disability benefits through the State University Retirement System.

RECOMMENDATION: It is recommended that the Board accept the policy revision as presented for first reading.

Proposed Revision: Policy 419.01 Fringe Benefits

Add new section

I. Disability Leave

When an employee who has completed a minimum of two (2) years service, (or is involved in an accident,) becomes disabled and unable to return to work, and has used all of his/her eligible vacation and sick leave, the college shall grant a disability leave for up to 60 days. This leave is without pay but shall include health and hospitalization coverage.

For Board Meeting of  
December 17, 1984

Agenda Item G-3

POLICY REVISION (SECOND READING)

Policy 305.01 on Purchasing needs to be revised to require  
75% of the Board members (six) to act on emergency purchases.

RECOMMENDATION: It is recommended that the Board  
adopt the policy revision as pro-  
posed.

Policies (con't.)

- 4) Utility services such as water, light, heat, telephone or telegraph.
  - 5) Materials and work which have been awarded to the lowest responsible bidder after due advertisement, but due to unforeseen revisions, not the fault of the contractor for materials and work, must be revised causing expenditures not in excess of 10% of the contract price.
  - 6) The purchase of supplies, materials, and equipment for which written specifications cannot feasibly be formulated due to the nature of the product to be purchased, e.g. boiler chemicals, floor sealers, brand name typewriters, etc.
  - 7) Purchases of magazines, books, periodicals, pamphlets and reports.
  - 8) Where funds are expended in an emergency and such emergency expenditure is approved by ~~70%~~ <sup>75%</sup> of the members of the Board.
- c) All competitive bids for contracts involving an expenditure in excess of \$5,000 should be sealed by the bidder and must be opened by a member or employee of the board, and witnessed, at a public bid opening at which the contents of the bids must be announced. Each bidder must receive at least three days notice of the time and place of such bid opening.
- d) Due advertisement includes, but is not limited to, at least one public notice at least ten days before the bid date in a newspaper published in the district, or if no newspaper is published in the district, in a newspaper of general circulation in the area of the district.

For Board Meeting of  
December 17, 1984

Agenda Item H-5

BOARD ATTORNEY REPORT

Mr. Ole Pace, board counsel representing Ward, Murray, Pace & Johnson, has provided the attached letter of report on a meeting with the Illinois Capital Development on November 27, 1984. The Case Statement on Construction Deficiencies at Sauk Valley College, October 1984, was presented at this meeting, and is a matter of record with both the college and the Capital Development Board.

LAW OFFICES

**WARD, MURRAY, PACE & JOHNSON, P. C.**

A PROFESSIONAL CORPORATION

202 EAST FIFTH STREET

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PHILIP H. WARD

(1891-1977)

HENRY M. WARD

(1908-1982)

November 28, 1984

Mrs. Kay Fisher, Chairman  
Board of Trustees  
Sauk Valley College  
Route #1  
Dixon, IL 61021

Re: CDB and Building Deficiency Problems

Dear Kay:

On the 27th, Senator Schuneman, Bob Edison, and I met with the Executive Director of the Capital Development Board, Gary Skoien, and two members of Mr. Skoien's staff in Mr. Skoien's office in Springfield. We delivered copies of the case statement which has previously been furnished to the Board and attempted to inform the Executive Director and his staff of the problems we are facing. The nature of the problem, the means of repairing the structural damage and the cost were also discussed. We pointed out that we felt that Sauk Valley College had been treated inequitably in the past, because it had done everything it was supposed to do, yet had been singled out for very unusual treatment. We also pointed out that we had been advised that the only college ever to have been precluded from being on the list of the Capital Development Board on grounds such as those claimed here was Sauk Valley College. We also pointed out that it was our understanding of the CDB Rules and Regulations that their general counsel was not the person who had the right to deny the right for Sauk Valley to be on the list. They asked whether we had sought to go through for specialized appropriation and I said that we had not. Senator Schuneman advised us that such bills have a very little prospect of any success in a legislature.

Mr. Skoien said a problem which we are facing is the fact that in most other cases where the Capital Development Board recommends that

Mrs. Kay Fisher  
Re: Capital Development Board  
and Building Deficiency Problems  
Page Two  
November 28, 1984

the legislature appropriate funds, the Board does have the opportunity to get some money back. That will not be true in Sauk's case; I think that is going to be the principal stumbling block.

We presented the College's case on a reasonably cordial and informal basis to the Capital Development Board, and our approach was to ask for its help in resolving our problem. The Executive Director said that he would discuss the matter with his own staff and his counsel, who was not able to be present, and they would get back to Senator Schuneman. They said they would also look into the reasons why there was the initial denial. At this point, thus, the Capital Development Board has the ball, and we will advise what transpires.

Very truly yours,

WARD, MURRAY, PACE & JOHNSON, P.C.

By 

Ole Blv Pace III

OBP:jd  
cc: Hal Garner





October 4, 1984

COPY

Senator Cal Schuneman  
343 Washington  
Prophetstown, IL 61277

Dear Senator Schuneman:

The Sauk Valley College building has some very serious structural problems and the need to provide for repair is becoming urgent.

Although there is supposed to be a means for the State to assist us, we seem to have encountered a serious problem. The enclosed booklet has been assembled to give you a detailed factual understanding of our problem. We have asked our attorney, Ole Pace, to contact you in the next week to discuss what help you may be able to give the College, and for assistance in choosing the best means of proceeding.

Sincerely,

Kay Fisher, Chair  
Sauk Valley College  
Board of Trustees

mv  
enc.

A  
CASE STATEMENT  
ON  
CONSTRUCTION DEFICIENCIES  
AT  
SAUK VALLEY COLLEGE

Prepared for Consideration by  
Elected and Appointed Officials  
of the State of Illinois

Sauk Valley College  
Dixon, Illinois

October 1984

A  
CASE STATEMENT  
ON  
CONSTRUCTION DEFICIENCIES  
AT  
SAUK VALLEY COLLEGE

Prepared for Consideration by  
Elected and Appointed Officials  
of the State of Illinois

Sauk Valley College  
Dixon, Illinois

October 1984

SAUK VALLEY COLLEGE -  
CAPITAL DEVELOPMENT BOARD OF THE STATE OF ILLINOIS  
STATEMENT OF THE PROBLEM

Sauk Valley College is an Illinois public community college. It is facing a problem of very substantial proportion. Serious defects in the structural components of the College building have been discovered. It is the belief of reputable consulting engineers that these defects arose from the design and construction of the building. Although there are now statutory provisions providing for appropriation of funds to make necessary repairs to community colleges who face this problem, this relief has apparently been denied to Sauk Valley College. The Board of the College is attempting to resolve the problems, and seeks help through the appropriate avenues. This booklet is prepared to give a factual explanation of what occurred, and the untenable position in which the College finds itself.

Sauk Valley College was one of the first community colleges to be started when the legislature passed the enabling legislation in the 1960's. The District encompasses parts of Whiteside, Lee, Ogle, Carroll, Bureau and Henry Counties. The district was formed following passage of the appropriate referendum. A bond issue referendum was also passed under the then current laws which permitted construction of a permanent community college facility. In accordance with the requirements of law then in force, a lease was entered with the State through the Illinois Building Authority, (IBA). (A copy of the lease is attached as "Exhibit A".) The IBA was created by Ill.Rev.Stat., c.127, §213-1, et seq. The Illinois Building Authority went through the process of providing bonds for the construction of the College in excess of the 25% which the College had to put up in terms of the initial value. The College entered into the lease with the IBA at the time the IBA issued the bonds for the money to construct the College.<sup>1/</sup>

At that time, the IBA was the State authority responsible for supervising such construction projects. The College selected architects Caudill, Rowlett & Scott (CRS) from Houston, Texas, and Durrant, Deininger, Dommer, Kramer & Gordon (DDDKG) from Dubuque, Iowa. The building was designed by CRS, and

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<sup>1/</sup> In 1982 the College received notification that the bonds were paid off, that the lease is at an end, and the IBA deeded the property back to the College. Copies of that series of documents and correspondence accompanying it is attached as Exhibit P-1 through P-5.

after appropriate approvals, plans and specifications were prepared by CRS and DDDKG, the building construction project was put out for competitive bids. The low bidder for the construction was Donovan Construction Company. DDDKG had responsibility for preparation of specifications and the primary architectural supervision of the project. The construction and architects' contracts were assigned to the IBA, which accepted the assignments. No issue was raised by the IBA as to any shortcomings in either.

As the college building was nearing completion, disputes arose between the architects, Donovan, IBA and Sauk Valley College as to responsibilities for extras and problems on the project. The architects rejected the claims made by Donovan, with the result that in 1972, Donovan filed suit in Federal District Court in Chicago for approximately \$1,330,000.00 against the IBA, the architects, and Sauk Valley College. A copy of the original complaint is attached as "Exhibit K". It was amended several times, and in 1974, Donovan amended the complaint to raise its claim for damages to \$1,911,286.00.

Sauk Valley College vigorously defended the suit, and filed a counterclaim in concert with the IBA for what were then perceived to be deficiencies in the building. ("Exhibit L".) The College had no early knowledge that the structural deficiencies were of the magnitude now discovered to exist. See, e.g., counterplaintiffs statement of undisputed facts filed in

the case. "Exhibit M".) It had sought expert engineering advice but the gravity of the problems was not then apparent. In 1976, an engineering report dated May 27, 1976 which identified some potentially serious structural problems in the gymnasium was available to Sauk Valley and to the IBA. The true extent of the problem was still not known to Sauk or the IBA.

The case was finally set for trial in 1977 after extensive and expensive discovery. Experts had been hired by all sides. Settlement discussion was initiated by Donovan. The Illinois Building Authority wanted to settle and, through its attorneys who had been involved in all aspects of the case, actively encouraged the settlement process. Apparently, the IBA perceived that even though it might be safe from judgment, the case would be very expensive for it to try. (See IBA telegram attached as "Exhibit B".) The IBA, as of the time of the telegram, had expended over \$50,000 in the litigation. The case had not yet been tried, and it was anticipated it would be a long trial. The Federal District Court judge had entered an order of bifurcation, meaning that liability issues would be tried first and then there would be a second trial on the question of damage. Because as the discovery proceeded it became apparent that it would be very difficult to separate a number of liability and damage issues, the College's counsel had made a motion to rescind the prior order and have the whole case

tried together. Either way, the proceedings would have been lengthy.

The IBA sought to induce the College to agree to settlement by indicating that the IBA would seek to obtain \$100,000.00 in repair money from the State, which was then perceived as being a substantial portion of the cost of repairs. The Illinois Building Authority telegrams are attached as "Exhibits B and C". The College Board agreed to go along with a settlement in reliance on the IBA representation made to it at that time. A settlement was reached. In the settlement, Donovan was paid \$100,000.00 by the architect's malpractice carrier. The College paid nothing to Donovan, but agreed to give up its counterclaim against Donovan, and the Illinois Building Authority paid nothing but agreed to give up its counterclaim, as well. Also, both the State through the IBA and the College agreed to give up potential claims against the architects. Sauk was to spend \$100,000.00 of its own funds toward the repairs. At that time, the IBA and Sauk thought \$200,000.00 would be quite adequate for the repairs. The Sauk Valley College Board minutes from April, 1977 and a news article are attached as "Exhibits D and E" respectively and reflect the Board's action. The College signed the releases and agreements necessary to effect the settlement. These are attached as "Exhibits F and G" respectively. Overall it appears that the College successfully avoided a claim of over



\$1,900,000.00 and a very lengthy trial; that avoidance patently benefited the State. Repairs were clearly intended to be made by the College and IBA, and the need for repairs was recognized. The IBA gave up its counterclaim, even though it was the assignee of the contracts, and it did not seek to sue the architects.

During the construction of the College and pendency of the case, the Capital Development Board assumed additional authority and the role of the IBA in construction generally became less important by virtue of legislative changes. The CDB assumed most of the IBA responsibilities and activities. The reason for these changes was the creation of the Capital Development Board in 1971. Ill.Rev.Stat., c.127, §771, et seq. A copy of the IBA Statute is attached as "Exhibit N"; a copy of the CDB Statute is attached as "Exhibit O". Compare §213.5 with §780.04, 780.06. Specifically, Ill.Rev.Stat., c.127, §781, effective July 10, 1971, provides for transfer from the IBA to the CDB of all projects previously authorized by the General Assembly and required transfer to be completed not later than June 30, 1973. A review of Exhibits P-1 to P-5 will show that the CDB is identified on the instruments deeding the property back to the College after the bonds were paid. The CDB thus apparently has been involved with the College.

In 1979, the legislature passed the now relevant statute which is codified in Ill.Rev.Stats., c.122, §105-12. This statute should provide relief to the College but has not. It provides:

"In the event the Capital Development Board determines that a facility previously provided for a community college under this article was defectively designed or constructed, the cost of any necessary corrective work shall be fully funded by monies appropriated pursuant to the Capital Development Bond Act of 1972, as now or hereafter amended. In such an instance, the community college shall not be required to provide any portion of the cost of the corrective work.

"Should a community college district recover damages against any party responsible for the defective design or construction of a community college facility, the community college district shall reimburse the State of Illinois for any funds provided by the State to correct building defects.

"No provision of this Section shall preclude or delay litigation by a community college district to recover damages for such defective design or construction from the party or parties responsible for same."

The second and third reading debates on those bills from both houses are attached as "Group Exhibit H".

After the settlement, the problems identified in the 1976 report worsened. The College obtained further reports, and the great extent of the structural problems became apparent. An extensive report on the problems from the consulting engineers (Raths, Raths, and Johnson) was furnished to the Capital Development Board. The Resource Allocation Plan (RAMP) reports submitted annually to the Illinois Community College Board have also consistently referred to it since that time.

An appropriate request for inclusion on the CDB list for repairs under the statute quoted above was made. (This is done by the Illinois Community College Board (ICCB) based on the College's RAMP report filed with the State.) The ICCB agreed there was need for repairs. The Capital Development Board staff apparently agreed with the College that the problems are related to defective design and construction and with the need for repairs. The CDB has a two step process. First, a project is placed on the "list" for repairs, and presumably later an appropriation is forthcoming.

However, the College was later informed that the CDB had refused to place it on the "list". No hearing was allowed or held, insofar as the College is aware. Inquiry to the CDB resulted in a letter from the "General Counsel" for the Capital Development Board, a Mr. Feldman, who denied the claims by letter dated October 26, 1981, because ". . . fault on behalf of the architect or contractor concerning the problems that exist . . . has not been established". The College pressed further with Mr. Feldman who responded further by letter in 1982 on behalf of the Capital Development Board which claimed that Sauk was barred from the list because it settled with Donovan and because it had paid "substantial" sums in settlement. Sauk paid nothing in settlement and the settlement documents and documents in possession of the IBA/CDB patently show this. Copies of Feldman's letters are attached as "Exhibits I and J" respectively.

The estimated costs of the repair for the structural components related to defective design and construction are now in excess of \$4,450,000.00 according to CDB approved estimates. The College simply cannot and should not have to afford the necessary repairs to the building. Because of the gravity of the situation, the College, out of its very limited funds, undertook emergency repairs to the gymnasium support pillars which were failing because of serious structural and design defects. The College, consistent with its undertaking at the time of settlement, has also undertaken other repairs of conditions known in 1977. The repairs made by the Board to the building due to faulty design and construction total approximately \$52,300.00 to date. These problems seem to be precisely the kind of problem the statute was intended to address. The College has also incurred substantial additional expense in obtaining the engineering reports and estimates for the ICCB and CDB.

A reading of the statute makes it quite apparent that it contains no term which makes the ability to sue a contractor/architect a condition precedent to State funding for necessary repairs, and certainly nothing in the debates indicates intent to make that a condition precedent. While there is reference to suit, it is not in the context that ability to sue is a necessary pre-condition to the relief afforded by the statute.

Our review of the acts of the CDB leads us to believe that the Capital Development Board per se has not ruled upon Sauk's request. The decision has been only handled at staff level. After Feldman's second letter, the Board's representatives met with the ICCTA staff to try to determine possible courses to take at the time. We were informed that the Capital Development Board has never denied a request before on grounds asserted in Feldman's letters. It is also our understanding the CDB staff customarily indicates decisions of the CDB and that apparently no one has ever challenged that procedure either. The applicable regulations do not provide for denials to be made by General Counsel and the regulations say nothing about prior settlements abrogating the duty to help the community colleges.

At this point, the College is faced with an absolutely unfair circumstance. As a Community College, it has attempted to carefully follow all applicable State guidelines, but ended up with a building which is seriously deficient structurally due to construction and design. That defective construction and design was done by apparently reputable contractors and architects presumably satisfactory to the IBA; certainly no one had any reason when the contracts were let to doubt their ability. The deficiencies are of such a nature that repair cannot be considered discretionary. When the College had a suit pending against the contractor and had the opportunity to sue the

architects, the State (through the Illinois Building Authority) recommended that the College cease its suit and settle the case, and even offered efforts to obtain funding in order to induce the settlement. The College, in good faith, agreed to the settlement and termination of the litigation.

The Sauk Board is and was a very active and concerned Board. Its Chairman at the time of the settlement was a knowledgeable attorney. No one from the IBA or from the CDB told the Sauk Valley College Board that it would be foreclosed in any way from any future funding because of deficiencies if Sauk settled. To the contrary, as pointed out above, the assertion was that funding would be sought if the College would settle. The CDB was never identified as an adversary. If the Sauk Board had known then that the State would refuse it funds if the College settled, the Board would not have settled.

The Board is now confronted with an apparent position taken by CDB under which the College's prior actions, based upon the best knowledge it had available to it at the time and based upon the encouragement of the State, are now being used against it by the State. The position is intolerable when the equities and the subject matter are considered.

The Board's options are few:

1. Do nothing. (The Board is too responsible to follow such a course. These repairs are not simply cosmetic.)

2. File suit in Mandamus to force action by the CDB followed by possible common law certiorari to attempt to compel the Capital Development Board to put Sauk on the list. (This is very expensive, and uncertain in many particulars.)

3. Attempt to work initially within the Capital Development Board to obtain an appropriate exercise of its responsibility to rule as a Board, and provide the statutorily prescribed solution to this problem.

In some quarters there are concerns that in dealing with a State-level Board served by a staff, the Board simply rubber stamps the staff opinion. Nonetheless, the College Board's strong preference is not to proceed here in a confrontational manner. Certainly the Sauk Board is deeply concerned and feels that the College is being singled out for particularly unwarranted treatment, in view of the lack of logic, reason, or equity in what has occurred. The Board seeks some means of proceeding in a reasonable manner to resolve what appears to be a highly unusual circumstance. It waited from 1982 until now because of the serious revenue problems the State was facing, and the then absence of a permanent director at the CDB.

However, in the discharge of its public responsibility, the College Board believes that it must now proceed to have the matter resolved.



## CONSTRUCTION LEASE

EXHIBIT A

Project IBA—

74-97

THIS LEASE (hereinafter referred to as the "Lease") made this 1st day of February, 1968, between the ILLINOIS BUILDING AUTHORITY, a body corporate and politic of the State of Illinois, duly organized and existing pursuant to "An Act to Create the Illinois Building Authority and to define its powers and duties", approved August 15, 1961, as amended (hereinafter referred to as the "Lessor") and the Board of Junior College District No. 506, Counties of Whiteside, Lee, Ogle, Henry, and Bureau, Sauk Valley College, Dixon

Illinois (hereinafter referred to as the "Lessee").

### WITNESSETH:

WHEREAS, the Illinois Building Authority has been created pursuant to "An Act to Create the Illinois Building Authority and to define its powers and duties," approved August 15, 1961, as amended (which legislation is hereinafter referred to as the "Act"), in order to build and otherwise provide buildings and facilities for the various agencies, departments and commissions of the State of Illinois, including the Lessee, which the General Assembly by law deems to be in the public interest; and

WHEREAS, the General Assembly of the State of Illinois has declared it to be in the public interest for Lessor for the use of Lessee to Acquire Real Estate - Construct, complete or remodel Buildings and other Facilities from time-to-time for Junior College Districts (74th General Assembly \$20,500,000. and 75th General Assembly \$125,000,000.)

at a cost to Lessor not to exceed \$ 145,500,000; and

WHEREAS, Lessee has requested Lessor to Acquire Real Estate - Construct, complete or remodel Buildings and other facilities at Junior College District No. 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, Sauk Valley College, Dixon, as approved and allocated by the State Board of Higher Education and the State Junior College Board (hereinafter referred to as "Facilities") at a cost to Lessor aggregating \$ 6,645,000. and

WHEREAS, the total cost to the Lessor of constructing and equipping said Facilities, together with all legal, financing, administrative and other costs incidental to the borrowing of money for said purposes, shall not and will not exceed \$ 6,645,000 which sum is contemplated to be provided from the proceeds derived from the sale of revenue bonds to be issued by Lessor pursuant to the terms and conditions of the Act; and

WHEREAS, it is mutually desirable that Lessor lease said Facilities to Lessee at an annual rental, as hereinafter provided, and for terms sufficient to provide the income necessary for the payment of said revenue bonds, and for payment of interest thereon and the establishment of necessary reserves therefor and for legal, financing, administrative and other costs incidental thereto; and

WHEREAS, Lessor, by the execution of this instrument, does hereby agree to construct the Facilities the costs to be payable by Lessor out of the proceeds of authorized borrowing only to the extent of \$ 6,645,000 for the purpose aforesaid, and to lease the same to the Lessee, and Lessee, by the execution of this instrument, does hereby agree to lease such Facilities from the Lessor, all as authorized pursuant to the Act;

NOW, THEREFORE, in consideration of the terms and covenants herein made by each of the parties, and for other good and valuable consideration, it is hereby covenanted and agreed by said parties as follows:

1. Lessor, pursuant to the Act, and with reasonable promptness, upon the execution of this instrument, shall authorize and use its best efforts to issue and sell a sufficient amount of revenue bonds to provide funds to pay and redeem all Interim Notes, if any, issued for the purpose of the construction of said Facilities, and for the purpose of supplying any balance of the funds necessary for constructing said Facilities required for Lessee.

2. Lessor, pursuant to the Act, and with the proceeds derived from the sale of said revenue bonds, shall pay and redeem all outstanding Interim Notes, if any, issued for the purpose of constructing said Facilities, and the balance of the proceeds of said revenue bonds shall also be applied to the extent necessary to the construction of said Facilities and shall as soon as practicable, enter into and execute such contract or contracts that may be required for the construction of said Facilities in accordance with the plans and specifications approved by Lessee, for the use and occupancy by Lessee pursuant to the terms hereof.

3. Lessor shall require and procure from the contractors undertaking the construction of the Facilities necessary and proper bonds to guarantee the performance of such contract or contracts, and the Lessor shall maintain or cause to be maintained builder's risk insurance during construction in amounts sufficient to provide not less than full recovery of the full insurable value of construction.

4. Lessor shall require or procure from the contractor or contractors undertaking any part of the construction and equipping of the Facilities waivers of all liens and rights of liens for labor and materials furnished by it or them in the said construction of said Facilities. Lessor shall further procure from the said contractor or contractors all material and equipment guarantees and warranties as may be required by the specifications for the construction of said Facilities, and hereby assigns to Lessee during the lease term all right, title and interest therein and agrees to do all things and execute all instruments necessary to enable Lessee to obtain the customary warranty or guarantee service thereon.

5. The Lessor leases and lets to Lessee the property described on Exhibit A hereto attached and made a part hereof (jurisdiction of which has heretofore been or will be transferred to Lessor, or title to which has been or will be acquired by Lessor), including the Facilities to be constructed thereon by the Lessor, and all improvements, equipment and other facilities located or constructed on such premises by Lessor, upon the terms and conditions and for the rental herein set forth and stipulated.

6. In the event of termination of this Lease for any reason other than in accordance with Paragraph 8 hereof, Lessee shall grant Lessor an easement of ingress and egress to the nearest public way from the site of which jurisdiction has been transferred to Lessor, and Lessor shall grant to Lessee easements of ingress and egress over existing walkways where the same are located on said site; in each case said easements to be reasonably suited to the needs of the grantee thereof; and each party hereto shall have access to all air-conditioning and utility facilities reasonably necessary for its purposes, and which are under the control of the other party, paying customary rates and charge for usual services provided by such other party in connection with the use of such air-conditioning and utility facilities.

7. This Lease shall be for a term commencing.....February 1, 1968..... and ending June 30,.....1992..... subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to pay the rent, and Lessee shall pay rent on the leased properties, as follows:

On or before February 1, 1968 the sum of \$472,725. and on or before September 1, 1968 the sum of \$472,725. and on or before September 1st during each successive year of the term of this Lease, the annual sum of \$472,725.

provided that if for any reason it is hereafter determined that any agency or instrumentality of the State of Illinois is not authorized to execute, as Lessee, this Lease with the Illinois Building Authority, as Lessor, for a period of not to exceed thirty (30) years and subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation for rent becoming due under the terms of this Lease, then such provision in this Lease shall be of no further force and effect and in lieu thereof this Lease shall be and become one for two (2) years ending June 30 of the second year following the adjournment of the General Assembly making appropriations therefor, with options to renew this Lease for successive renewal terms commencing July 1 of each odd numbered year and ending June 30 in the next ensuing odd numbered year beginning July 1 of the year in which the rental appropriation is not made by the General As-

sembly and the final renewal term ending June 30, .....1992..... which is the agreed date by which the Lessee will have paid the amount required to retire at final maturity date all of the revenue bonds issued by Lessor to pay the cost of constructing and equipping the facilities referred to herein.

In such event, for each of any such renewal terms Lessee shall become obligated to pay and hereby agrees to pay out of appropriations made available by the General Assembly of the State of Illinois to Lessor an annual cash rental for such biennium set forth in this Lease. Each of the successive options to renew herein granted may be exercised for the successive renewal term at any time after the adjournment of the General Assembly of the State at which appropriations shall have been made for such successive renewal term; provided, however, such options shall in each instance be deemed automatically exercised and the Lease automatically renewed for the successive renewal term commencing on the first day thereof if an appropriation has been made by the General Assembly of the State of Illinois for the payment of the rental thereof and such appropriation has been approved by the Governor.

Not more than 2 1/2% of each such rental payment may be credited to the general operation and administrative fund of the Lessor and used in payment of the administrative expenses of the Lessor as authorized by Section 7 of the Act. Said rent shall be payable solely from appropriations made or to be made by the General Assembly for the payment of such rent and any revenues derived from the leased properties.

8. It is expressly understood and agreed that upon the payment of the total sum of \$ 11,815,125 (less the sum of \$ 0 which has been paid under the terms of an Interim Lease) in rentals under the terms of this lease and all renewals thereof plus any other amounts which Lessor may have paid to protect its interest hereunder, this Lease shall terminate and Lessor shall transfer to Lessee all of Lessors right, title and interest in and to said Facilities, and also jurisdiction or title to all parts of the property described in Paragraph 5 hereof as to which the Lessee has theretofore transferred jurisdiction or title to the Lessor pursuant to the Act, all free and clear of the terms of this Lease and all other encumbrances, except any presently existing and except Acts done or suffered by Lessee, or ~~existing by operation of law~~ other cause beyond the control of Lessor.

9. It is understood and agreed that the rent payable hereunder shall continue to be payable at the times and in the amounts herein specified, including all renewals hereof, whether or not said Facilities shall have been completed, or having been completed shall thereafter be wholly or partially destroyed or rendered unusable for any cause whatsoever, and there shall be no abatement of rent by reason thereof. \*

10. Lessee in its sole discretion may pay in advance any portion of the rentals, in which event the Lessor shall credit Lessee with such advance payments and any and all advance payments so made shall be credited against any rental thereafter falling due as Lessee may direct.

11. Prior to the time of taking actual possession Lessee and all authorized representatives shall have access at all reasonable times to the above described premises for the purpose of assisting in the planning and supervision of the ~~installation of~~ construction and furnishings and equipment and site inspection.

12. If in the judgment of either Lessor or Lessee practical consideration during the construction of the Facilities require changes in the plans and specifications theretofore approved by Lessee, no such change shall be made except on the written approval of both parties.

13. Lessee may install in such Facilities or on said premises from time to time portable equipment, fixtures or furniture as it may desire. With the prior written approval of Lessor, Lessee may construct additions to said Facilities and may alter said Building to provide other passageways and means of ingress to and egress from said building and make changes in, and provide for additional utility and other connections.

14. Lessee shall not place a load upon any floor of the premises exceeding the floor load per square foot area which such floor is designed to carry. The Lessor and Lessee shall mutually determine safe floor loadings with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

15. Lessee shall pay such taxes and special assessments, if any, as may be validly levied against said premises or the building and facilities erected thereon during the term of this Lease. Lessee, at its own cost and expense, shall heat, light, operate and maintain the building and all other facilities erected or maintained on the leased premises and make all repairs necessary to maintain in first class condition the building erected hereon, painting and decorating the same as often as reasonably necessary.

Lessee further covenants that it will in due time and at appropriate times submit its request for appropriations <sup>4</sup> for the payment of rent provided for hereunder to the General Assemblies of the State of Illinois until full amounts and payable under its lease, as provided by Section 8, shall have been paid in full.

16. Lessee agrees that the Facilities will be used solely in the conduct of Lessee's business and will at all times be and remain in the control of the Lessee. Lessee warrants that the Facilities will at all times be used and operated under and in compliance with the applicable laws of jurisdictions in which the same are located, and in compliance with applicable lawful acts, rules, regulations and orders of any commissions, boards or other legislative, executive or judicial bodies or officers having power to regulate or supervise the use of such Facilities by Lessee; provided, however, that the Lessee may in good faith and by appropriate proceedings contest the application of any such rule, regulation or order in any reasonable manner which will not adversely affect the title of the Lessor to the Facilities or subject any of the same to forfeiture or sale. Lessee further agrees that: (i) it will not permit its rights or interest hereunder to be subject to any lien, charge or encumbrance; (ii) it will keep all of the Facilities free and clear of any and all liens, charges and encumbrances which may be levied against or imposed upon such Facilities as a result of the failure of the Lessee for any reason to perform or observe any of the covenants and agreements required to be performed or observed by Lessee hereunder; and (iii) it will not, without the prior written consent of the Lessor, assign this Lease or any of its rights hereunder or sublease any of the facilities; provided, however, that such consent shall not be unreasonably withheld. No such assignment or sublease shall relieve the Lessee of any of its obligations, liabilities or duties hereunder which shall be and remain those of a principal and not a guarantor.

17. Lessee shall not permit or use such premises in any manner which will in any way increase rate or rates of insurance thereon, unless the added insurance cost of the premium therefor is paid by Lessee.

18. Lessor shall maintain or cause to be maintained insurance during the lease term on the building or buildings, equipment and Facilities at any time situated on said premises against loss or damage by fire, windstorm and all other risks/including extended coverage insurance in amounts sufficient to provide for not less than full recovery of the full insurable value. Such insurance policy or policies shall be placed with responsible insurance company or companies qualified to do business in the State of Illinois.

All such policies shall name the Lessor and Lessee as the insured thereunder and such policies or certificates of such insurance shall be deposited with the Secretary of the Lessor. A statement of all such insurance over the signature of the Secretary of the Lessor, including a description thereof and the principal amount thereof, shall be filed with Lessee. The proceeds of any such policy shall be used to repair or reconstruct the building and Facilities thereon and to repair, replace or substitute new equipment to the extent such proceeds are available therefor; provided, however, to the extent proceeds of such insurance are not needed for such purpose as determined by Lessee the amounts thereof shall be paid over to the Lessor and shall be used by Lessor in such manner as the Lessor may direct and shall reduce the total payment by Lessee referred to in Paragraph 8 hereof.

19. Lessor will maintain and keep proper books of record and accounts in which shall be kept full and correct entries of all transactions relating to the leased property, and will cause an annual audit of its books, records and accounts for the preceding fiscal year to be made by an independent Certified Public Accountant and will mail a copy of such report to Lessee. Lessor also agrees to make available all records and accounts of transactions relating to said property to all authorized representatives.

20. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

(a) By delivering a duly executed copy thereof to the Chairman, Secretary or Executive

Chairman  
Director of Lessor, if Lessor is being served, or to.....the ~~President~~ or Secretary  
if Lessee is being served; or.....of the Board

(b) By depositing a duly executed copy thereof in the United States mails, by registered or certified mail, duly addressed to Lessor or Lessee, as the case may be.

Service by such mailing shall be deemed sufficient if addressed to Lessor or Lessee, as the case may be, at such address as the Lessor or Lessee may have last furnished to each other and until a different address shall be so furnished.

21. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, and shall also inure to the benefit of the holders of the bonds of the Lessor, referred to herein as their interests may appear.

22. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision herein contained shall not affect the remaining portions of this Lease.

23. Anything herein to the contrary notwithstanding, it is understood that the obligations of the Lessor herein are conditioned upon funds being provided to it through authorized borrowings or legislative appropriations or both.

24. It is understood and agreed that this Lease is in substitution for and takes the place of any Lease heretofore entered into by and between the parties hereto applicable to the project or facilities herein referred to.

IN WITNESS WHEREOF,.....The Junior College District No. 506,.....  
.....Counties of Whiteside, Lee, Ogle, Henry, and Bureau, Sauk Valley  
College, Dixon  
of the State of Illinois, has caused this Lease to be executed on its behalf by .....its ~~President~~  
Chairman.....pursuant to due authorization and the authorized  
seal to be hereunto affixed and attested by .....its Secretary

.....  
and the Illinois Building Authority has caused this Lease to be executed on its behalf by its  
.....Chairman and its corporate seal to be hereunto affixed and attested by its.....  
Secretary, pursuant to due authorization of said Authority, all as of the day and date above written.  
This Lease has been executed in several counter parts, each of which may be considered as an  
original.

JUNIOR COLLEGE DISTRICT NO. 506,  
COUNTIES OF WHITESIDE, LEE, OGLE,  
HENRY, AND BUREAU, STATE OF  
ILLINOIS

Attest:

\_\_\_\_\_  
Secretary

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

~~President~~ Chairman

ILLINOIS BUILDING AUTHORITY

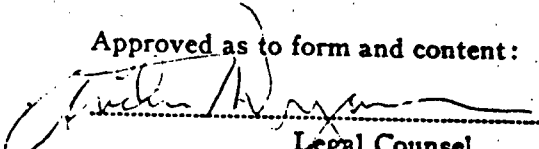
By \_\_\_\_\_

Chairman

Approved as to form and content:

\_\_\_\_\_  
Legal Counsel

Approved as to form and content:

  
\_\_\_\_\_  
Legal Counsel  
Illinois Building Authority

Approved:

\_\_\_\_\_  
Director  
Department of General Services

Approved:

\_\_\_\_\_  
Director  
Department of Finance

STATE OF ILLINOIS }  
COUNTY OF Whiteside } SS

On this 19th day of February, 1968, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared Warren E. Walder  
Chairman  
who acknowledges himself to be the President of Junior College District  
No. 506 and Catherine R. Perkins who acknowledges herself  
to be the Secretary of Junior College District No. 506  
being lawfully authorized to do so, executed and attested the foregoing instruments as the, above  
described officers of said Junior College District No. 506  
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires September 22, 1970

STATE OF ILLINOIS }  
COUNTY OF } SS

On this day of , before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared  
who acknowledges himself to be the Chairman of the Illinois Building Authority of  
the State of Illinois, and , who acknowledges himself to be the  
Secretary of the Illinois Building Authority of the State of Illinois, being authorized to do so, ex-  
ecuted and attested the foregoing instrument as the above-described officers of said Illinois Build-  
ing Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires



**EXHIBIT "A"**

**Description of Property**

Said real estate being described as follows:

Part of the Southwest Quarter of Section Nine, Part of the Southeast Quarter of Section Eight, and Part of the Northeast Quarter of Section Seventeen, all in Township Twenty-one North, Range Eight East of the Fourth Principal Meridian, Lee County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Section Eight with the Southerly right of way line of U. S. Alternate Route 30; thence East along the said Southerly right of way line, 50 feet; thence Southerly parallel with the said East line of Section Eight, 1765 feet; thence Westerly parallel with the said Southerly right of way line, 990 feet; thence Southerly parallel with the said East line of Section Eight, 550 feet more or less to the Northerly edge of Rock River also being the point of beginning of the tract of land being described; thence Northerly parallel with the said East line of Section Eight, 550 feet more or less to a point 1765 feet Southerly of and normally distant from the said Southerly right of way line; thence Easterly parallel with the said Southerly right of way line, 990 feet to a point 50 feet Easterly of and normally distant from the said East line of Section Eight; thence Northerly parallel with the said East line of Section Eight, 1765 feet to the said Southerly right of way line of U. S. Alternate Route 30; thence Westerly on the said Southerly right of way line, 100 feet; thence Southerly parallel with the said East line of Section Eight, 633 feet; thence Westerly parallel with the said Southerly right of way line, 884 feet; thence Southerly parallel with the said East line of Section Eight, 300 feet; thence Westerly parallel with the said Southerly right of way line, 900 feet; thence Northerly parallel with the said East line of Section Eight, 450 feet; thence Westerly parallel with the said Southerly right of way line, 800 feet; thence Southerly parallel with the said East line of Section Eight, 850 feet; thence Easterly parallel with the said Southerly right of way line, 200 feet; thence Southerly parallel with the said East line of Section Eight, 609 feet; thence Easterly parallel with the said Southerly right of way line, 45 feet; thence Southerly parallel with the said East line of Section Eight, 266 feet; thence Easterly parallel with the said Southerly right of way line, 290 feet; thence Southerly parallel with the said East line of Section Eight, 340 feet more or less to the Northerly edge of Rock River; thence Easterly along the said Northerly edge of Rock River to the said point of beginning, containing 85.61 acres, more or less.

Amendment to  
Construction Lease  
IBA Project No. ~~74-97~~

RECEIVED OCT 3 1 1969

By mutual agreement of the parties hereto, the lease between the Illinois Building Authority and ~~the Board of Junior College District No. 506, Whiteside, Lee, Ogle, Henry, Bureau Counties, Dixon, Illinois~~ dated the ~~1st~~ day of ~~February~~ 19~~68~~, concerning IBA Project No. ~~74-97~~ ~~acquisition of real estate and construction of Sauk Valley College, Phase I, Dixon, Illinois~~

is hereby amended as follows:

Delete Paragraph 18 of the lease above described and lieu thereof insert the following:

"18. Lessor shall maintain or cause to be maintained insurance during the lease term on the building or buildings, equipment and facilities, at any time situated on said premises against loss or damage by fire, wind storm and other risks included in the term 'extended coverage insurance' in amounts sufficient to provide for not less than full recovery of the full insurable value. Such insurance policy or policies shall be placed with responsible insurance company or companies, qualified to do business in the State of Illinois.

"All such policies shall name the lessor as insured thereunder and such policies or certificates of such insurance shall be deposited with the secretary of the lessor to be examined during the business hours of lessor by agents of lessee upon reasonable notice to lessor. A statement of all such insurance over the signature of the secretary of the lessor, including a description thereof and the principal amount thereof, shall be delivered to lessee, at the time of the commencement of the coverage hereinabove provided for and at any time thereafter when the coverage is modified, either as to the nature thereof or the principal amount thereof. The proceeds of any such policy shall be used to repair or reconstruct new equipment to the extent such proceeds are available therefor; provided, however, to the extent proceeds of such insurance are not needed for such purposes as determined by lessee, the amount thereof shall be paid over to the lessor and used by lessor in such manner as lessor may direct and shall reduce the total payment by lessee referred to in Paragraph 8 hereof.

"Under no circumstance whatsoever shall lessee be liable to lessor or any person, firm or corporation claiming by, through or under lessor for any loss or damage to the demised premises by fire, wind storm or other risks included within the term 'extended coverage insurance' including but not limited to loss or damage due to the

Amendment to  
Construction Lease  
IBA Project No. 74-97

-2-

negligence of lessee and or its agents, employees and or students, (or, as the case may be, patients or inmates) it being understood that lessor shall look solely to the insurer or insurers for reimbursement for any such loss or damage. Lessor hereby waives any and all right of recovery against lessee for any insurable loss occurring to or upon the hereinabove described premises."

No other provision of said lease shall be changed hereby.

Amendment to  
Construction Lease  
IBA Project No. 74-97

- 3 -

IN WITNESS WHEREOF, ~~the Board of Junior College District No. 506, Whiteside, Lee, Ogle, Henry, Bureau Counties, Dixon, Illinois.~~ of the State of Illinois, has caused this Amendment to Construction Lease to be executed on its behalf by ~~its Chairman~~ pursuant to due authorization and the authorized seal to be hereunto affixed and attested by ~~its Secretary~~ and the Illinois Building Authority has caused this Amendment to Construction Lease to be executed on its behalf by its \_\_\_\_\_ Chairman and its corporate seal to be hereunto affixed and attested by its Asst Secretary, pursuant to due authorization of said Authority, all as of the day and date below written. This Amendment to Construction Lease has been executed in several counter parts, each of which may be considered as an original.

Dated this 13th day of October 1969.

~~The Board of Junior College~~

~~District No. 506~~

By

Charles J. Schumacher  
Chairman  
ILLINOIS BUILDING AUTHORITY

By

J. Schmick  
Chairman

Attest:

Kenneth L. Benter  
Secretary

Attest:

asst. Secretary  
Secretary

Approved as to form and content:

Robert W. Eastland  
Legal Counsel

Approved as to form and content:

Arthur W. Ryan  
Legal Counsel, Illinois Building  
Authority

STATE OF ILLINOIS }  
COUNTY OF Whiteside } SS

On this 13th day of October, 1969, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared Clayton R. Schuneman  
who acknowledges himself to be the Chairman of the Board of Junior College  
District No. 506 and Kenneth L. Reuter, who acknowledges  
himself to be the Secretary of Junior College District No. 506  
being lawfully authorized to do so, executed and attested the foregoing instruments as the, .....  
above described officers of said Junior College District No. 506  
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Robert W. Conover*  
Notary Public

My commission expires September 22, 1970

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

On this 28th day of October, 1969, before me, the undersigned authority,  
a Notary Public in and for the State of Illinois, personally appeared J. B. Schrick  
who acknowledges himself to be the Chairman of the Illinois Building Authority of  
the State of Illinois, and J. J. Gallagher who acknowledges himself to be the Assistant  
Secretary of the Illinois Building Authority of the State of Illinois, being authorized to do so, ex-  
ecuted and attested the foregoing instrument as the above-described officers of said Illinois Build-  
ing Authority for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Giles L. McNamee*  
Notary Public

My Commission Expires May 13, 1973

My commission expires .....

625-8200

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VEB244(2065)(1-026945C094)PD 04/04/77 2001

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01226 NL CHICAGO IL 257 04-04 555P CST

ROBERT W CASTENDYCK, DLR

202 EAST 5TH ST

STERLING IL 61081

RE DONOVAN V. IBA

DONOVAN, LOW BIDDER, 8.5 MILLION - LINDQUIST (DIXON) 8,780,000

S. M. WILSON 9.8 MILLION (4TH). DONOVAN INITIAL CLAIM

DECEMBER 22, 1969, WAS 994,550 AND 223 DAYS EXTENSION.

CONTRACT COMPLETION WAS NOVEMBER 18, 1969, ACCEPTED BY  
COLLEGE ON JULY 7, 1970.

INITIAL CLAIM WAS CONCRETE DESIGN/DELAY 720,000-/KITCHEN  
EQUIPMENT 60,000./STAIRS 10 AND 11 REVISIONS 55,000/  
VOC-TECH DELAYS 160,000.

DONOVAN REVISED CLAIM IN 1974 TO 1,911,286.00 -

DONOVAN SUED IN 1972 FOR 1,181,342.00 (SAME BASIS AS EARLIER CLAIM). COLLEGE.I.B.A. COUNTERCLAIMED

DONOVAN DEMANED, SPRING, 1975, 700,000 SETTLEMENT.

DONOVAN WILL ACCEPT 100,000 AND RELEASE OF COUNTER-CLAIM.

REMEDIAL WORK FOR SETTLEMENT IS VALUED AT 200,000. TOTAL SETTLEMENT IS 300,000 - EACH CONTRIBUTED ONE-THIRD.

DONOVAN RECOVERY, IF SUCCESSFUL, CONCRETE 75/100 - KITCHEN 5/10 / VOTEX 100/125 - LAB. EQUIPMENT 100/120 - TOTAL 280/355. VOTEX AND LAB EQUIPMENT MAY HAVE CAUSED 3/4 MONTH DELAY

COLLEGE CLAIM, IF SUCCESSFUL - CONCRETE 150 - PATIOS AND WALKS 30/KITCHEN 25/BRICK 4/ TOTAL 209 - NET LOSS 71/146.

LITIGATION COSTS FOR COLLEGE/IBA, EACH 18/25, TOTAL NET LOSS 107/196.

LITIGATION VARIATIONS ARE POSSIBLE.

IBA HAS EXPENDED 50 PLUS ON LITIGATION. ASSUME, OTHERS HAVE EXPENDED AT LEAST.

SETTLEMENT ENTAILS CASH PAYMENT BY ARCHITECTS WHICH ADDED TO LEGAL COSTS WOULD CAUSE EXPENDITURE OF DEDUCTIBLE AND EXCESS. IF ANY, FROM CARRIER.

DONOVAN SEEKS TO CUT LOSSES - MURPHYS DEATH/IBA INVULNERABLE - LITIGATION COST.

CONTRACT PRICE 8.5 PLUS MINIMUM REPAIRS 100/150 ARE 8,6/ 8,650 - 180/ 130 LESS THAN SECOND BIDDER

D M OBRIEN

79 WEST MONROE ST RM 801  
CHICAGO IL 60603

  
western union  
EXHIBIT C

**Mailgram®**



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MR RONALD F COPLAN  
114 EAST MAIN ST  
MORRISON IL 61270

I HAVE BEEN AUTHORIZED BY MY CLIENT IBA TO INDICATE THAT PART OF  
CONSIDERATION IN SETTLING DONOVAN VS. IBA SAUK VALLEY COLLEGE ET AL  
#72C1237 THE IBA WILL INTERCEDE AND EXERT ITS BEST EFFORTS TO INDUCE  
ALL APPROPRIATE AGENCIES INCLUDING THE CAPITAL DEVELOPMENT BOARD AND  
THE ILLINOIS GENERAL ASSEMBLY TO APPROPRIATE \$100,000 TO EFFECTUATE  
NEEDED REPAIRS.

D.M. O'BRIEN

1811 EST

MGMCOMP NGM



EXHIBIT D

MINUTES OF THE SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING

April 11, 1977

RECEIVED  
APR 16 1977  
WARD 9. WARD

The Board of Trustees of Sauk Valley College met in regular meeting at 7:30 p.m. on April 11, 1977 in the Board Room of Sauk Valley College, Rural Route #1, Dixon, Illinois.

Call to Order:

Chairman Coplan called the meeting to order at 7:30 p.m. and the following members answered roll call:

Arman Gaulrapp  
Oscar Koenig  
William Reigle  
Ronald Coplan

Lorna Keefer  
Juanita Prescott  
Larua Thompson  
Robert Wolf

Minutes:

It was moved by Member Gaulrapp and seconded by Member Keefer that the Board approve the minutes of the March 28 meeting as presented. Motion voted and carried.

Resignation:

It was moved by Member Reigle and seconded by Member Koenig that the Board accept with regret the resignation of Gilbert Meredith, Coordinator of the X-Ray Technology Program, and authorize the administration to seek a suitable replacement. Motion voted and carried.

Cooperative Agreement:

It was moved by Member Gaulrapp and seconded by Member Koenig that the Board approve the attached cooperative agreement with Rock Valley College as presented. Motion voted and carried.

Donovan Case:

It was moved by Member Reigle and seconded by Member Koenig that the Board adopt the attached resolution in regard to the settlement of the Donovan case. In a roll call vote all voted aye except Member Thompson who abstained. Motion carried.

Ag Land Lab:

The item on the Ag Land Lab is to be discussed at the next meeting.

Questions:

Under "New Business", Member Prescott asked if it would be possible for the administration to define certain terms used at the meetings and in Board communications.

President Cole said he would try and compile a list of terms and definitions for the Board. She also inquired as to the possibility of faculty representation at Board meetings. Attorney Castendyck spoke to this point.

President's Report: Dr. Cole reported on the affirmative action committee meeting minutes and the community service annual report for which he commended James Barber for a 50% enrollment increase from the previous year.

Canvass: It was moved by Member Reigle and seconded by Member Keefer that the Board adopt the attached resolution on the vote canvass of the April 9 Board of Trustees election which showed the individuals receiving the greatest number of votes were as follows:

Oscar Koenig  
Kay Fisher  
Ann Powers

Motion voted and carried.

Chairman Coplan then expressed the Board's appreciation to Arman Gaulrapp and Robert Wolf for the wisdom and judgement they have brought to the Board. Laura Thompson expressed her appreciation to these two members for their help in her learning experience as a student trustee, and also helping her to grow as a person.

Adjournment: Since there was no further business, it was moved by Member Reigle and seconded by Member Prescott that the Sauk Valley College Board of Trustees adjourn Sine Die. Motion voted and carried.

Temporary Chairman: The Board appointed George Cole to act as temporary chairman to reorganize the Board. Dr. Cole then appointed Marilyn Vinson to serve as temporary secretary.

Call to Order: Dr. Cole called the meeting to order and the following members answered roll call:

Kay Fisher	Lorna Keefer
Oscar Koenig	Ann Powers
Juanita Prescott	William Reigle
Laura Thompson	Ronald Coplan

- Nominations: Dr. Cole noted that nominations would now be received for Chairman of the Board of Trustees.
- Chairman: It was moved by Member Prescott and seconded by Member Keefer that the name of Ronald Coplan be placed in nomination for Chairman, that the nominations be closed, and that the Secretary cast a unanimous ballot for Mr. Coplan. Motion voted and carried.
- Vice-Chairman: It was moved by Member Keefer and seconded by Member Prescott that the name of William Reigle be placed in nomination for Vice-Chairman of the Board, that nominations be closed, and that the Secretary cast a unanimous ballot for Mr. Reigle. Motion voted and carried.
- Secretary: It was moved by Member Prescott and seconded by Member Reigle that the name of Lorna Keefer be placed in nomination for Secretary, that nominations be closed, and that the secretary cast a unanimous vote for Mrs. Keefer. Motion voted and carried.
- Treasurer: It was moved by Member Prescott and seconded by Member Thompson (Keefer) that the Board reaffirm the appointment of Robert Edison as Treasurer of Sauk Valley College. Motion voted and carried.
- Depositories: It was moved by Member Reigle and seconded by Member Prescott that the Board designate all the banks in the college district and Harris Trust and Savings of Chicago as legal depositories for the funds of the college. Motion voted and carried.
- Meetings: It was moved by Member Reigle and seconded by Member Koenig that the Board designate the second and fourth Mondays of each month as the regular meeting dates at 7:30 p.m. except for daylight savings time when the meetings will be held at 8:00 p.m. Motion voted and carried.
- Board Policies: It was moved and seconded that all existing policies and regulations of the Board be continued until altered, amended or abolished. Motion voted and carried.
- Welcome: Chairman Coplan then welcomed Kay Fisher and Ann Powers to the Board and congratulated Oscar Koenig on his re-election.

Promotions and  
Tenure:

It was the consensus of the Board that the items on promotions and tenure should be discussed at the next Board meeting.

Grievance:

In regard to the attached grievance, it was decided that Steps #1 and #2 be waived and it should go directly to Step #3. Since Step #3 requires a Hearing Committee, Chairman Coplan appointed the following:

William Reigle, Chairman of the Hearing Committee  
Ann Powers  
Noah Bunch  
President George Cole

Chairman Reigle is to set a date to hear this grievance and notify all parties accordingly.

Discussion:

Discussion was held by the Board on the past year, the problems encountered, the budget re-planning, the agreement not to retrench, etc. Mr. Coplan noted that he and Dr. Cole were discussing methods of insuring open communications between the Board and all college employees. Dr. Cole reminded the new members of the Board that if they required specific information on any budget items, to contact him and he will supply same.

Adjournment:

Since there was no further business, it was moved by Member Reigle and seconded by Member Prescott that the Board adjourn. The next meeting will be at 8:00 p.m. on April 25, 1977. Motion voted and carried.

The Board adjourned at 9:10 p.m.

Respectfully submitted:

---

Lorna Keefer, Secretary

RESOLUTION AUTHORIZING SETTLEMENT  
OF THE DONOVAN CASE

BE IT AND IT HEREBY IS RESOLVED, that settlement of the case of DONOVAN CONSTRUCTION COMPANY vs. ILLINOIS BUILDING AUTHORITY, SAUK VALLEY COLLEGE, et al, Case No. 72-C-1237, in the United States Federal District Court for the Northern District of Illinois, Eastern Division, be and the same is hereby approved on the following terms:

1. CNA, as insurer for the two architects, will pay DONOVAN \$100,000 in cash.
2. DONOVAN will dismiss its entire suit.
3. The ILLINOIS BUILDING AUTHORITY, as part of the consideration in settling the case, will intercede and exert its best efforts to induce all appropriate agencies, including the CAPITAL DEVELOPMENT BOARD and the ILLINOIS GENERAL ASSEMBLY to appropriate \$100,000 to effectuate needed repairs at the College.
4. The College will undertake an independent expenditure of \$100,000, using its own personnel where appropriate and necessary to effectuate similar repairs.
5. All parties will exchange mutual releases and acquittance papers.
6. The ILLINOIS BUILDING AUTHORITY and SAUK VALLEY COLLEGE will dismiss their counterclaim.
7. There will be no necessity for the COLLEGE or the IBA to pay DONOVAN any sum whatsoever, and DONOVAN, by acquittance papers, will relinquish any claim to any retainage.
8. Dismissal of the complaint and counterclaim on the foregoing basis is ratified and counsel for the COLLEGE is authorized to sign an appropriate Stipulation for Dismissal.

# Sauk Valley Settles Construction Dispute

DIXON — An out-of-court settlement recently approved by the Sauk Valley College Board brings to a close nearly six years of litigation between the college, the college's architect, and the Minnesota construction firm that built the college's permanent facility.

Dr. George Cole, SVC president, said the terms of the settlement call for the Illinois Building Authority to exert every effort to secure a payment of \$100,000 to the college to make building repairs, and also provide for a second \$100,000 payment to Donovan Construction Company, St. Paul, Minn., from the insurance carriers for the architectural firm of Durrant, Deininger, Dommer, Kramer & Gordon, (DDK&G), Dubuque, Iowa.

The legal hassle began in 1972 when the construction firm filed suit against DDK&G, the college's architect, along with Sauk Valley College for \$1.3 million.

The contractor alleged that architectural errors and

changes made by the architect on behalf of the college cost them money during the two-year period in which the building was being constructed.

Following that suit, the college and the architects in 1973 filed a counterclaim in the amount of \$5,000,000, charging that defects in workmanship performed by the construction company created unnecessary and unusual maintenance and repair work in connection with the building.

Since the filing of both suits, there has been a long history of litigation involving the affected parties.

Dr. Cole said that from 1972 to the present the college has spent \$41,176 in legal fees in connection with this law suit.

\$34,728 went to the Chicago firm of Miller & Franke, while the remaining \$6,448 was paid to the Sterling firm of Ward, Ward, Murray, Castendyck & Pace.

Monies expended for legal services was paid out of the site and construction fund and could not have been used

for regular college operating expenses, such as teachers' salaries or supplies.

The amount paid to Miller & Franke include: \$6,345 for the 1972-73 fiscal year; \$9,446 for 1973-74; \$9,837 for 1974-75; \$6,004 for 1975-76; and \$2,997 to date in the 1976-77 year.

Monies paid to the Sterling firm include: \$1,484 in 1972-73; \$1,608 in 1973-74; \$1,670 in 1974-75; \$1,146 in 1975-76; and \$559 to date in the 1976-77 year.

The Illinois Building Authority, the state agency which technically holds title to the college facility and which has also been a party to the lawsuit, has paid \$59,304 in legal fees in connection with the same lawsuit.

Additional terms of the out-of-court settlement commit the college to an expenditure of \$100,000 in kind expenses to help implement repairs on the building.

All original parties to the lawsuit have agreed to dismiss their suits or counterclaims.

April 26-77

## SVC Board Votes To Settle Donovan Case

The five-year battle between Sauk Valley College, its architects, the Illinois Building Authority and the Donovan Construction Co. apparently came to an end here Monday night when the SVC Board of Trustees unanimously approved a resolution to settle the suit out-of-court.

Under the terms of settlement, the architect's insurance company will apparently pay Donovan \$100,000 to drop its \$1.5 million suit. At the same time, SVC agreed to drop its countersuit against Donovan. The IBA, according to board attorney Robert Castendyck, has indicated that it will work with SVC to get \$100,000 from the Capital Development Board and the State Legislature to repair damages to the college building.

Donovan Construction Co., which built the current SVC facility filed the suit seeking punitive and special damages from the college, architect and IBA in 1972. At that time, the college also filed a countersuit against Donovan.

Harry Manfield, Sterling, chairman of the Illinois Building Authority, stated today that the Authority has taken no final action on the Sauk request. "The IBA board will have to meet to accept or reject the Sauk proposal. The board might meet later this month and it could be May before a quorum is present," Manfield stated.

He said he has been in contact with the executive director and attorneys for the Illinois Building Authority and discussed the matter. Manfield stated his main concern is that the taxpayers will have to pay for the construction problems at Sauk which are really the fault of the architect and construction company.

Board Reorganization  
Ronald Coplan was re-elected chairman of the

board. William Reigle was re-elected vice-chairman and Lorna Keefer was elected secretary as the newly elected board of trustees was seated Monday night.

Three members joined the board as a result of elections held in the district Saturday. Oscar Koenig was re-elected to the board, while Ann Powers and Kay Fisher were elected to first terms.

The final canvass of votes, approved by the board, showed Koenig with 3,432 votes; Mrs. Fisher with 2,785 votes; Mrs. Powers with 2,502 votes; Bill Judd with 2,324 votes; Peter Ternetti with 1,987 votes; Larry Foust with 1,903 votes; and, William Eatman with 1,690 votes.

### Grievance

The board was informed by college president Dr. George Cole that the Sauk Valley College Faculty Association has filed a class action grievance against SVC. According to the grievance, the concern centers around the flat \$300 salary rate for summer school teachers.

The board, at its last meeting, approved the new rate changing it from the 1-36th of base salary rate of last year to the \$300 for this year.

In other business, the board:

--Approved a joint agreement with Rock Valley College for cooperation in the areas of food preparation and service curriculum, medical laboratory technology, aviation maintenance technology, commercial aviation and respiratory therapy.

Approved the resignation of Gilbert Meredith, coordinator of the x-ray technology program.

Page 3—THE DAILY GAZETTE, Sterling-Rock Falls, Ill., Tuesday, April 12, 1977

Brauer's  
TUESDAY SPECIAL

## Candidate Plans Coffee Meeting

One of four candidates for at-large position in the Sterling

EXHIBIT F

JOINT AND MUTUAL RELEASE

WHEREAS, Donovan Construction Company of Minnesota (hereinafter "Donovan") was the general contractor of the Sauk Valley College constructed in 1968-1971 in the Sterling, Illinois area; and

WHEREAS, Durrant, Deininger, Dommer, Kramer, Gordon (hereinafter "DDDKG") and Caudill, Rowlett, Scott (hereinafter "CRS") were the architects for the design and construction of the Sauk Valley College; and

WHEREAS, the Illinois Building Authority (hereinafter "IBA") is the owner of the Sauk Valley College, and the Board of Trustees of Junior College District No. 506 (hereinafter "Board") is the user and lessee of the Sauk Valley College; and

WHEREAS, an action was brought by Donovan against DDDKG, CRS, IBA and the Board alleging damages for delays and extra costs caused by the various defendants and also delays and extra costs due to alleged errors or omissions in the design, specifications; and a counterclaim was brought by the IBA and the Board against Donovan for damages due to alleged faulty construction, and whereas the same parties may have potential claims for damages or extra costs against the architects (DDDKG, CRS), all arising out of the design and construction of the Sauk Valley College, in a case filed in the United States District Court for



the Northern District of Illinois, Eastern Division, No. 72  
C 1237, entitled Donovan Construction Co. v. Illinois Building  
Authority, et al.; and

WHEREAS, all parties to said action have compromised  
and settled any and all claims (potential and actual) against  
each other arising out of the design and construction of the  
Sauk Valley College pursuant to the complaint and counterclaim  
upon the following terms and conditions:

1. Donovan agrees to relinquish any and all claims  
(potential and actual) stated against DDDKG, CRS, IBA and  
Board including but not limited to those claims arising out  
of the design, preparation of plans and specifications, inspection  
or supervision of construction, and construction of the Sauk  
Valley College in its complaint and amended complaints; and

2. DDDKG and CRS, and their insurer, CNA, agree to  
pay to Donovan the sum of \$100,000; and

3. IBA agrees to relinquish any and all claims  
(potential and actual) stated against Donovan arising out of  
the design and construction of the Sauk Valley College in its  
counterclaim; IBA further agrees to relinquish any claims it  
has against DDDKG and CRS including but not limited to those  
claims arising out of the design, preparation of plans and speci-

fications, inspection or supervision of construction, and construction of the Sauk Valley College; IBA also agrees to intercede and exert its best efforts to induce all appropriate agencies, including the Capital Development Board and the Illinois General Assembly to appropriate \$100,000 to effectuate needed repairs to the Sauk Valley College; and

4. The Board agrees to relinquish any and all claims (potential and actual) stated against Donovan arising out of the design and construction of the Sauk Valley College in its counterclaim; the Board further agrees to relinquish any claims it has against DDDKG and CRS including but not limited to those claims arising out of the design, preparation of plans and specifications, inspection or supervision of construction, and construction of the Sauk Valley College; the Board also agrees that it will assume at least \$100,000 of the cost of repairing and maintaining the Sauk Valley College.

WHEREFORE, in consideration of the agreements and monies set forth above, and other good and valuable considerations, receipt of which is hereby acknowledged,

(a) Donovan has remised, released and forever discharged and, does, for its successors and assigns, remise, release and forever discharge DDDKG, CRS, and their insurer, CNA Insurance Company, IBA and Board, their predecessors, successors and assigns; and

(b) IBA and College have remised, released and forever discharged and, do, for their predecessors, successors and assigns, remise, release and forever discharge Donovan, DDDKG and CRS, and their insurer, CNA Insurance Company, their predecessors, successors and assigns; and

(c) DDDKG and CRS have remised, released and forever discharged and, do, for their predecessors, successors and assigns, remise, release and forever discharge Donovan, IBA and Board, their predecessors, successors and assigns,

of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, including but not limited to those claims arising out of the design, preparation of plans and specifications, inspection or supervision of construction, or construction of the Sauk Valley College in the Sterling, Illinois area in 1968-1971, which they now have or ever had, including but not limited to Case No. 72 C 1237 in the United States District Court for the Northern District of Illinois, Eastern Division, entitled Donovan Construction Co. v. Illinois Building Authority, et al., or which their successors or assigns

hereafter may have, by reason of said matters, at any time  
from the beginning of the world to the date hereof.

Donovan Construction Company of Minnesota

By Jacques J. Artinich  
Its Attorney

Dated: April 18, 1977

Durrant, Deininger, Dommer, Kramer, Gordon

By John W. Kuntz  
Its Attorney

Dated: April 18, 1977

Caudill, Rowlett, Scott

By [Signature]  
Its Attorney

Dated: April 18, 1977

Illinois Building Authority

By [Signature]  
Its Attorney

Dated: April 19, 1977

Board of Trustees of Junior  
College District No. 506

By [Signature]  
Its Attorney

Dated: 4/20/77

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

EXHIBIT G

DONOVAN CONSTRUCTION COMPANY OF  
MINNESOTA, a Minnesota corporation,

Plaintiff,

vs.

ILLINOIS BUILDING AUTHORITY, SAUK  
VALLEY COLLEGE, JUNIOR COLLEGE  
DISTRICT NO. 506, both bodies  
politic and corporate, and DURRANT,  
DEININGER, DOMMER, KRAMER, GORDON,  
and CAUDILL, ROWLETT, SCOTT, both  
partnerships,

Defendants.

ILLINOIS BUILDING AUTHORITY and  
THE BOARD OF TRUSTEES OF JUNIOR  
COLLEGE DISTRICT NO. 506, LEE  
et al. COUNTIES,

Counterplaintiffs,

vs.

DONOVAN CONSTRUCTION COMPANY OF  
MINNESOTA,

Counterdefendant.

No. 72 C 1237

ORDER AND STIPULATION OF DISMISSAL

It is hereby stipulated and agreed by and between the parties hereto, through their attorneys, that all causes of action, including but not limited to, the complaints, counter-claims, potential cross actions or potential cross complaints.

in this cause be dismissed with prejudice, all matters in controversy having been compromised and settled, and that each party shall bear his own costs.

AGREED:

Donovan Construction Company of Minnesota

By Frederic J. Antwile  
Its Attorney

Durrant, Deininger, Dommer, Kramer, Gordon

By John W. Durrant  
Its Attorney

Caudill, Rowlett, Scott

By [Signature]  
Its Attorney

Illinois Building Authority

By [Signature]  
Its Attorney

Board of Trustees of Junior College District  
No. 506, Sauk Valley College

By [Signature]  
Its Attorney

ORDERED:

[Signature]  
District Judge

Dated: April 21, 1977

EXHIBIT H

1. Secretary.
2. SECRETARY:
3. House Bill 1733.
4. ( Secretary reads title of bill )
5. 2nd reading of the bill. No committee amendments.
6. PRESIDING OFFICER: (SENATOR SAVICKAS)
7. Any amendments from the Floor?
8. SECRETARY:
9. No Floor amendments.
10. PRESIDING OFFICER: (SENATOR SAVICKAS)
11. 3rd reading. House Bill 1757, Senator Berman. Read the bill,
12. Mr. Secretary.
13. SECRETARY:
14. House Bill 1757.
15. ( Secretary reads title of bill )
16. 2nd reading of the bill. No committee amendments.
17. PRESIDING OFFICER: (SENATOR SAVICKAS)
18. Any amendments from the Floor?
19. SECRETARY:
20. No Floor amendments.
21. PRESIDING OFFICER: (SENATOR SAVICKAS)
22. 3rd reading. House Bill 1759, Senator Newhouse. Read the bill,
23. Mr. Secretary.
24. SECRETARY:
25. House Bill 1759.
26. ( Secretary reads title of bill )
27. 2nd reading of the bill. No committee amendments.
28. PRESIDING OFFICER: (SENATOR SAVICKAS)
29. Any amendments from the Floor?
30. SECRETARY:
31. Amendment No. 1. Are these yours, Senator Newhouse? Amendment
32. No. 1 offered by Senator Newhouse.
33. PRESIDING OFFICER: (SENATOR SAVICKAS)
- Senator Newhouse.

1. SENATOR NEWHOUSE:

2. Thank you, Mr. Chairman...Mr. President. Amendment No. 1  
3. was agreed upon in committee. It simply changes the...deletes the  
4. term General Assembly, and replaces it with the term Capitol  
5. Development Board, since the Capitol Development Board has a re-  
6. sponsibility in this area, and I would move its adoption.

7. PRESIDING OFFICER: (SENATOR SAVICKAS)

8. Is there further discussion? If not, Senator Newhouse moves  
9. the adoption of Amendment No. 1 to House Bill 1759. Those  
10. in favor indicate by saying Aye. Those opposed. The Ayes have  
11. it. Amendment No. 1 is adopted. Any further amendments?

12. SECRETARY:

13. Amendment No. 2 offered by Senator Newhouse.

14. PRESIDING OFFICER: (SENATOR SAVICKAS)

15. Senator Newhouse.

16. SENATOR NEWHOUSE:

17. Thank you, Mr. President. Amendment No. 2 is a strengthening  
18. amendment, and what it does is this, under this bill there is some  
19. litigation going on currently, under which the...the proponents will  
20. likely recover some monies. We want to make certain those monies  
21. will revert to the State. So this provides that no provision of  
22. this Section will preclude or delay litigation by community college  
23. district or recover damages. I move its adoption.

24. PRESIDING OFFICER: (SENATOR SAVICKAS)

25. Is there any further discussion? If not, Senator Newhouse moves  
26. the adoption of Amendment No. 2 to House Bill 1759. Those in favor  
27. indicate by saying Aye. Those opposed. The Ayes have it. Amendment  
28. No. 2 is adopted. Any further amendments?

29. SECRETARY:

30. No further amendments.

31. PRESIDING OFFICER: (SENATOR SAVICKAS)

32. 2nd reading. House Bill 1763, Senator Jeremiah Joyce. House  
33. Bill 1774, Senator Johns. Read the bill, Mr. Secretary.



1. Public Health and I ask for a favorable...your favorable consideration

2. PRESIDENT:

3. Is there any discussion? If not, the question is, shall House  
4. Bill 1726 pass. Those in favor will vote Aye. Those opposed will  
5. vote Nay. The voting is open. Have all voted who wish? Have all  
6. voted who wish? Take the record.. On that question, the Ayes are  
7. 42, the Nays are 7, none Voting Present. House Bill 1726 having  
8. received the required constitutional majority is declared passed.  
9. 1759, Senator Newhouse. On the Order of House Bills, 3rd reading  
10. is House Bill 1759. Read the bill, Mr. Secretary.

11. SECRETARY:

12. House Bill 1759.

13. (Secretary reads title of bill)

14. 3rd reading of the bill.

15. PRESIDENT:

16. Senator Newhouse.

17. SENATOR NEWHOUSE:

18. Mr. President and Senators, House Bill 1759 provides that if  
19. the General Assembly determines that a community college facility  
20. was defectively designed or constructed, the costs of any necessary  
21. corrective work shall be fully funded by Capitol Development Bond  
22. funds. The community college districts shall not be required to  
23. provide any portion of the costs of the repairs. However, House  
24. Bill 1759 requires the community college district to reimburse  
25. the State if damages are...are recovered. There are two amendments  
26. to the bill. The first one cures a technical problem. The bill  
27. first read, that the State of Illinois would be the responsible  
28. party. We changed that to the Capitol Development...Board. The  
29. second was...an amendment which specifies that no provision of  
30. House Bill 1759 would preclude or delay litigation by a community  
31. college district to recover damages for defective design or con-  
32. struction. This bill came out of committee ten-nothing. It's  
33. supported by the ICCB and the ICCTL. I'd be pleased to answer any

1. questions...if no questions, I'd appreciate a favorable roll call.

2. PRESIDENT:

3. Any discussion? Senator Sommer. Senator Sommer.

4. SENATOR SOMMER:

5. Mr. President and members. This bill has a double negative  
6. on the Republican secret sheet, but I'm going to rise and support  
7. it. We have had numerous problems that came before the  
8. appropriation subcommittee on capitol concerning badly constructed  
9. buildings. The junior colleges have no control over these  
10. buildings. They get them and what occurs is...is that they're  
11. stuck with the costs. What this does will provide one hundred  
12. percent reimbursement. I think it's proper to do so. It provides  
13. a setoff if the college recovers. They will have to return that  
14. money to the State. I think that that is proper. I think the  
15. bill is sound and if there's any...any technical difficulties,  
16. I'm certain the Governor can work it out. I'm concerned we'll  
17. lose that entire lump if we don't have the substantive language  
18. in...in...in the Statute books and I want to support the bill.

19. PRESIDENT:

20. Further discussion? Senator Weaver.

21. SENATOR WEAVER:

22. Well, Senator Newhouse, is this going to preclude the junior  
23. college trustees from going back on the architect or the con-  
24. tractor to try to get justification for...or remedial repairs?  
25. This...this is what concerns me. We've had some problems like  
26. this in...in my community or in millions and millions of dollars  
27. and we've gone...gone to court and...and gotten some...or gotten  
28. some judgments against contractors, architects, et cetera, which  
29. have replaced the...the buildings...or put the buildings into  
30. shape where they should have been in the first place. This...this  
31. is my concern.

32. PRESIDENT:

33. Senator Newhouse.

1. SENATOR NEWHOUSE:

2. No, Senator. Amendment No. 2 speaks specifically to that  
3. saying that it will not preclude nor delay any litigation. This  
4. bill is designed so that you...not only do we want to encourage  
5. litigation because the funds would then come back to the...to the  
6. Capital Development Board to replace the funds that were expended.

7. PRESIDENT:

8. Further discussion? Senator Bowers.

9. SENATOR BOWERS:

10. Would the sponsor yield to another question?

11. PRESIDENT:

12. He indicates he will yield. Senator Bowers.

13. SENATOR BOWERS:

14. What is the incentive on the district to collect the money  
15. once we've paid for it? Are there subrogation rights so that if  
16. the State pays for it, they can file the lawsuit? Otherwise, I  
17. wonder why the community college will bother, once they get the  
18. money.

19. PRESIDENT:

20. ...Senator Newhouse.

21. SENATOR NEWHOUSE:

22. Senator, the specific question of subrogation rights, I don't  
23. think we have it in here. However, we do stand in the subrogate  
24. position and I...I'm not...I don't have the answer to the question.  
25. The subrogation rights aren't in the bill, no.

26. PRESIDENT:

27. Further discussion? Senator McMillan.

28. SENATOR McMILLAN:

29. Mr. President and members of the Senate. I...I believe this  
30. is a good piece of legislation, as long as we're going to require  
31. that building done by community colleges be...be supervised by the...  
32. the architect's approved and so forth by the Capital Development  
33. Board. Then it is grossly unfair for errors that are made in that

1. construction and particularly, as a good example, instances where  
2. a...a major beam...going across a large room doesn't even meet  
3. the...the other side and the...the roof is holding up the beam  
4. rather than the beam holding up the roof. That's the responsibility  
5. of the Capitol Development Board. It was the one that's...that  
6. approved the architect and supervised the construction. It's the  
7. one that can hire an attorney and has legal assistance to...to  
8. get the money back and it's grossly unfair to expect the community  
9. college to have to bear that when it, in fact, has not had any  
10. responsibility for the construction. I think it's a good bill.

11. PRESIDENT:

12. Further discussion? Senator Bruce.

13. SENATOR BRUCE:

14. I rise in support of this bill. It is approved by the  
15. Community College Board and the Capital Development Board. This  
16. is exactly what they are presently doing. They would like to have  
17. the additional authority to insure that the collection of the  
18. State dollars once we make the payment. If anyone is worried this  
19. bill is really to say, if we come in as a Capital Development  
20. Board building and correct an error, they have to pursue the  
21. contractor and have to turn the money over. It just clarifies  
22. actually what we are doing and have been doing for several years,  
23. but someone got a little shaky about the fact that what happens  
24. if they repair it and the community college doesn't want to return  
25. it. Okay, Senator Schaffer says let's roll them. I think it's a  
26. good bill.

27. PRESIDENT:

28. Further discussion? Senator Newhouse may close.

29. SENATOR NEWHOUSE:

30. Appreciate a favorable roll call.

31. PRESIDENT:

32. The question is, shall House Bill 1759 pass? Those in favor  
33. will vote Aye. Those opposed will vote Nay. The voting is open.

1. Have all voted who wish? Have all voted who wish? Take the record.  
2. On that question, the Ayes are 54, the Nays are 1, 1...no...no  
3. Voting Present. House Bill 1759 having received the constitutional  
4. majority is declared passed. 1770, Senator Maragos. On the Order  
5. of House Bills, 3rd reading, House Bill 1770. Read the bill, Mr.  
6. Secretary.  
7. SECRETARY:  
8. House Bill 1770.  
9. (Secretary reads title of bill)  
10. 3rd reading of the bill.  
11. PRESIDENT:  
12. Senator Maragos.  
13. SENATOR MARAGOS:  
14. Mr. President and members of the Senate. House Bill 1770  
15. seeks conformity for the library and other taxing districts that  
16. the...cities and villages and counties have at the present time  
17. including townships and park districts. With the passage of this  
18. bill this exemption from property being held for expansion or  
19. development will now be uniform for units of local government and  
20. I ask for your support.  
21. PRESIDENT:  
22. Is there any discussion? If not, the question is, shall  
23. House Bill 1770 pass. Those in favor will vote Aye. Those  
24. opposed will vote Nay. The voting is open. Have all voted who  
25. wish? Have all voted who wish? Take the record. On that question,  
26. the Ayes are 47, the Nays are 5, none Voting Present. House Bill  
27. 1770 having received the constitutional majority is declared passed.  
28. 1852, Senator Maragos. On the Order of House Bills, 3rd reading,  
29. House Bill 1852. Read the bill, Mr. Secretary.  
30. SECRETARY:  
31. House Bill 1852.  
32. (Secretary reads title of bill)  
33. 3rd reading of the bill.

ment."

Speaker Redmond: "Any amendment from the floor?"

Clerk O'Brien: "None."

Speaker Redmond: "Third Reading. 1757."

Clerk O'Brien: "House Bill 1757. A Bill for an Act to amend the Vehicle Code. Second Reading of the Bill. No Committee amendments."

Speaker Redmond: "Any amendments from the floor?"

Clerk O'Brien: "None."

Speaker Redmond: "Third Reading. 1759."

Clerk O'Brien: "House Bill 1759. A Bill for an Act to amend the Public Community College Act. Second Reading of the Bill. No Committee amendment."

Speaker Redmond: "Any amendment from the floor?"

Clerk O'Brien: "None."

Speaker Redmond: "Third Reading. 1767."

Clerk O'Brien: "House Bill 1767. A Bill for an Act to amend the Illinois Library... Local Library Act. Second Reading of the Bill. No Committee amendments."

Speaker Redmond: "Any amendments from the floor?"

Clerk O'Brien: "None."

Speaker Redmond: "Third Reading. 1769."

Clerk O'Brien: "House Bill 1769. A Bill for an Act to amend the Illinois Library System Act. Second Reading of the Bill. No Committee amendments."

Speaker Redmond: "Any amendment from the floor?"

Clerk O'Brien: "None."

Speaker Redmond: "Third Reading. 1780."

Clerk O'Brien: "House Bill 1780. A Bill for an Act to amend sections of an Act to create sanitary districts. Second Reading of the Bill. No Committee amendments."

Speaker Redmond: "Any amendment from the floor?"

Clerk O'Brien: "None."

Speaker Redmond: "Third Reading. 1800."

Clerk O'Brien: "House Bill 1800. A bill for an Act to amend sections of an Act relating to alcoholic liquors. Second

Clerk O'Brien: "House Bill 1734. A Bill for an Act to amend Sections of the Illinois Police Training Act. Third Reading of the Bill."

Speaker Hoffman: "The question is, shall this Bill pass?"

All those in favor signify by voting 'aye', all those opposed by voting 'no'. Have all voted who wish? All voted who wish? Take the record, Mr. Clerk. On this question there are 136 'ayes', 7 'nays' and 7 voting 'present'. This Bill having received the Constitutional Majority is hereby declared passed. House Bill 1757."

Clerk O'Brien: "House Bill 1757. A Bill for an Act to amend Sections of the Illinois Vehicle Code. Third Reading of the Bill."

Speaker Hoffman: "The question is...the question is, shall this Bill pass? All those in favor signify by voting 'aye', opposed by voting 'no'. Have all voted who wish? All voted who wish? Take the record, Mr. Clerk. On this question there are 140 'ayes', 7 'noes' and 4 voting 'present'. Having received the Constitutional Majority, it is hereby declared passed. 1759."

Clerk O'Brien: "House Bill 1759. A Bill for an Act to amend Sections of the Public Community College Act. Third Reading of the Bill."

Speaker Hoffman: "The question is, shall this Bill pass? All those in favor signify by voting 'aye', opposed 'no'. Have all voted who wish? All voted who wish? Take the record, Mr. Clerk. On this question there are 118 'ayes', 39 'noes' and 2 voting 'present'. This Bill having...having received the Constitutional Majority is hereby declared passed. House Bill 1782."

Clerk O'Brien: "House Bill 1782. A Bill for an Act to amend Sections of the Criminal Code. Third Reading of the Bill."

and no matter what happens, they're going to be on the Omnibus Bill. I'd like a seat on the train. And I'm confessing publically. I'm going to vote 'aye' on all these bad Bills. The war is over."

Speaker Flinn: "Have all voted who wish? Have all voted who wish? The Clerk will take the record. On this question there are 110 voting 'aye', and 36 voting 'nay'. This Bill, having received the Constitutional Majority, is hereby declared passed. Representative Pullen, for what purpose do you arise?"

Pullen: "Mr. Speaker, I rise for a point of personal privilege."

Speaker Flinn: "State your point."

Pullen: "Mr. Speaker, it is true that in the rules a Member has the right to speak on a point of personal privilege if his or her name was used in debate, but that is not restricted to that in parliamentary procedure. If there is a reason, there is a valid reason for a point of personal privilege, nothing says it has to be only if your name is used in debate. I think it was rather obvious to most of the Members of this House that there were comments made by two individuals in this House who were attempting to suggest that I was representing in the things that I said here certain organizations. I am not a Member of either of those organizations and I do not speak for either of those organizations. I represent the voters of the 4th Legislative District. They elect me, not organizations. It may be very cute to practice guilt by association, but even though it would be very easy for me to do that, I will not because it would be, I suspect, just as inaccurate as those comments that were made about me and I appreciate your allowing me to set the record straight. Mr. Speaker, thank you very much."

and I am Representative of the 4th District.

and I am Representative of the 4th District.

# GENERAL ASSEMBLY

STATE OF ILLINOIS  
HOUSE OF REPRESENTATIVES

6-30-79



motion."

McGrew: "Thank you very much, Mr. Speaker and Ladies and Gentlemen of the House, I move to concur with Senate Amendments #1 and 2. The Amendme... The Bill as it left the House provided for the State of Illinois to pay for any rebuilding or reconstruction necessary to faulty construction. The Senate added an Amendment saying that it would be up to the Capital Development Board instead of a General Assembly to decide when reconstruction was necessary. The second Amendment says that nothing in this Bill should stop the junior colleges from continuing in suits for repayment. I would ask for concurrence in both Amendments."

Speaker Flinn: "The Gentleman has moved to .. that the House concur in Senate Amendments #1 and 2 on House Bill 1759. And on that motion, Representative Brummer."

Brummer: "Are you moving to concur? And what is.. I think you know my question. I'm concerned about rebuilding some buildings associated with the Illinois Eastern Community College as a result of some faulty construction at Robinson and I think one other building. Did these... any of these Amendments remove that funding?"

Speaker Flinn: "Representative McGrew."

McGrew: "No, it did not. This is not the funding Bill.

This is a substantive Bill mainly saying that the Capital Development Board shall pay 100% of the reconstruction instead of 75%."

Speaker Flinn: "Any further discussion? If not, the Gentleman has moved that the House concur in Senate Amendments #1 and 2 on House Bill 1759. All those in favor vote 'aye'; those opposed vote 'no'. Have all voted who wish? Have all voted who wish? The Clerk will take the record. On this question there are 130 voting 'aye' and 8 voting 'no', and this Bill, having received the constitutional Majority, is hereby de-

Capital Development Board  
State of Illinois

Donald S. Glickman  
Executive Director

3rd Floor/William G. Stratton Building  
401 South Spring Street  
Springfield, Illinois 62706

217/782-2864

October 26, 1981

EXHIBIT I



Dr. George E. Cole, President  
Sauk Valley College  
Rural Route 1  
Dixon, IL 61021

Dear Dr. Cole:

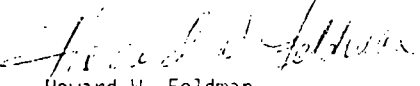
In September 1979, the Illinois Community College Board requested our Agency's technical assistance in evaluating your campus facility. The Capital Development Board has been involved in identifying causes of and corrective solutions for the cracking and spalling exterior concrete construction and supporting gymnasium columns in your Academic/P.E. facility.

According to the terms of a legal settlement reached in April 1979, between Sauk Valley College, the I.B.A., the original architect, and the original contractor, all parties were released from any past and future responsibility regarding construction delays and deficiencies with the facility. Fault on behalf of the architect or contractor concerning the problems that exist with your facility has not been established. Therefore, the Capital Development Board is unable to certify that the deficiencies in your facility resulted from "design or construction deficiencies". Rehabilitation is not eligible for 100% State funding under Chapter 122, Paragraph 105-12 of the Illinois Revised Statutes. However, State funding may be requested on a 75% basis, in accordance with the standard community college funding procedures.

The Capital Development Board shares your concern over the inadequacies that exist in your campus facility. If you desire further technical assistance in resolving these problems, please contact Robert Garland, Supervisor of Capital Programming and Budgeting.

Sincerely,

CAPITAL DEVELOPMENT BOARD

  
Howard W. Feldman  
General Counsel

HWF:JEF:ams

cc: Tom Madigan, CDB  
Floyd Skloot, CDB  
Bob Garland, CDB  
JoEllen Francis, CDB  
Chuck Hempstead, ICCB

Capital Development Board  
State of Illinois

3rd Floor/William G. Stratton Building  
401 South Spring Street  
Springfield, Illinois 62706

217/782-2864

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EXHIBIT J

April 28, 1982



Mr. W. Harold Garner, President  
Sauk Valley College  
R. R. 15  
Dixon, IL 61021

Dear President Garner:

Please excuse the delay in responding to your correspondence of January 18, 1982 further explaining Sauk Valley College's position relative to funding of problems with their capital facilities.

I have carefully reviewed your letter of January 18, 1982 and find nothing in the letter which would change my opinion relative to the appropriateness of funding under Section 105-12 of the Illinois Community College Act.

In reaching my legal conclusion that Sauk Valley College had relinquished any rights to funding under this provision, I have weighed the settlement heavily. I reviewed the settlement document as well as the releases given together with the fact that the Defendants paid the sizable sum to Plaintiffs in resolution of the dispute. It is my understanding that usually one party to litigation does not provide substantial funding in settlement of a lawsuit unless they believe their position is untenable at trial.

Section 105-12 of the Illinois Community College Act does not make the Capital Development Board responsible for problems that occur at a community college facility which are not as a result of defective design or construction. The Capital Development Board has, together with the Illinois Community College Board, developed an extensive review process for making these difficult determinations. Where it has been determined through litigation that our rights have been relinquished, it is difficult to argue that the State should now reimburse or pay for the capital repair and reconstruction without any ability to recoup the sums.

I fully recognize that not each and every action that the Capital Development Board initiates will result in recovery, but where a

RECEIVED

APR 30 1982

Off. of the President

Mr. W. Harold Garner, President

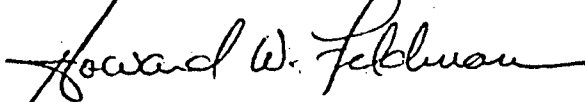
April 28, 1982

Page 2

community college has already instituted litigation and resolved the suit adverse to its position, I am not in a position to recommend funding under Section 105-12.

Very truly yours,

CAPITAL DEVELOPMENT BOARD

A handwritten signature in cursive script, reading "Howard W. Feldman". The signature is written in dark ink and is positioned above the printed name and title.

Howard W. Feldman  
General Counsel

HWF/ts/\*\*

cc: Edward T. Smith  
Thomas Madigan

EXHIBIT K

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DONOVAN CONSTRUCTION COMPANY OF  
MINNESOTA, a Minnesota corporation,

Plaintiff,

vs.

ILLINOIS BUILDING AUTHORITY, SAUK  
VALLEY COLLEGE, JUNIOR COLLEGE  
DISTRICT NO. 506, both bodies  
politic and corporate, and DURRANT,  
DEININGER, DOMMER, KRAMER, GORDON,  
and CAUDILL, ROWLETT, SCOTT, both  
partnerships,

Defendants.

No. 72 C 1237

ILLINOIS BUILDING AUTHORITY and  
THE BOARD OF TRUSTEES OF JUNIOR  
COLLEGE DISTRICT NO. 506, LEE,  
et al. COUNTIES,

Counter-Plaintiffs,

vs.

DONOVAN CONSTRUCTION COMPANY OF  
MINNESOTA,

Counter-Defendant.

SUPPLEMENTAL COMPLAINT

Now comes plaintiff Donovan Construction Company of  
Minnesota ("Donovan"), by its attorneys, pursuant to Federal  
Rule 15(d) and for its Supplemental Complaint against defendants  
Durrant, Deininger, Dommer, Kramer, Gordon ("DDDKG") and Caudill,  
Rowlett, Scott ("CRS") states:

1. Donovan is a corporation incorporated pursuant to the laws of the State of Minnesota, with its principal place of business in St. Paul, Minnesota.

2. DDDKG is a partnership of architects and engineers, located and having its principal place of business in Dubuque, Iowa. Donovan is informed and believes that each of the partners of DDDKG is a citizen of the State of Iowa. CRS is a partnership of architects and engineers, located and having its principal place of business in Houston, Texas. Donovan is informed and believes that each of the partners of CRS is a citizen of the State of Texas.

3. On February 6, 1973, a counterclaim was filed in this cause against Donovan by defendants Illinois Building Authority ("IBA") and Board of Trustees of Junior College District No. 506, Lee et al. Counties ("College"), alleging the execution by Donovan and IBA of a certain contract No. 74-97-01, dated January 3, 1968, pursuant to which Donovan was to perform general construction work in connection with the erection of a building near Dixon, Illinois to be known as Sauk Valley College, which building was to be leased to College. Said counterclaim further alleged that Donovan did not substantially perform all of the work required of it under the contract, did not satisfactorily complete the work required by its contract, failed to follow the requirements of the plans, drawings and specifications as well as the general and special conditions of the contract, but on the contrary breached its duties and obligations in those respects.

4. Contrary to the allegations of the IBA-College counterclaim, Donovan did substantially perform all the work required of it under the contract, did satisfactorily complete the work required of it by the contract, and in all respects followed the plans, drawings and specifications thereof, as well as the general and special conditions of the contract, and at all times remained free from contributory negligence.

5. To the extent that the Sauk Valley College building is in any way defective, as more fully alleged in the IBA-College counterclaim, such defects occurred as a result of the negligent preparation of plans, drawings, specifications, and general and special conditions, as well as amendments thereto, by defendants DDDKG and CRS as agents of the IBA and the College, which plans, drawings, specifications, and general and special conditions, as well as amendments thereto, were followed and complied with by Donovan as required by its January 3, 1968 contract with the IBA.

6. With particular reference to the allegations in the counterclaim regarding defective concrete, it was the negligently and carelessly prepared plans, drawings, and specifications and general and special conditions of DDDKG and CRS which caused:

(a) The failure of the various mix designs to achieve the specified hardness.

(b) The failure to insure sufficient vibration of the concrete mix.

(c) The causing of aggregates to separate.

(d) The formation of "cold joints."

(e) The failure to achieve an esthetically-pleasing surface.

(f) The general cracking, breaking, deterioration, and water leaks.

(g) The crooked supporting columns.

(h) The pouring of concrete with a greater than permissible percentage of water.

(i) The occurrence of shrinkage cracks.

(j) The failure to make sufficient slump tests.

(k) Improper patching.

(l) Structurally-defective columns in the gymnasium.

(m) Cracked spandrels, sun shades, and walls.

(n) Cracked interior concrete flooring.

7. With particular reference to the allegations in the counterclaim regarding defective sidewalks, it was the negligently and carelessly prepared plans, drawings, and specifications and general and special conditions of DDDKG and CRS which caused said sidewalks to settle and crack.

8. With particular reference to the allegations in the counterclaim regarding defective fenestration, it was the negligently and carelessly prepared plans, drawings, and specifications and general and special conditions of DDDKG and CRS which caused leaking around same.

9. With particular reference to the allegations in the counterclaim regarding defective brick walls, it was the negligently



and carelessly prepared plans, drawings, and specifications and general and special conditions of DDDKG and CRS which caused irregular courses, defective mortar, and other problems related thereto.

10. With particular reference to the allegations in the counterclaim regarding the defective roof, it was the negligently and carelessly prepared plans, drawings, and specifications and general and special conditions of DDDKG and CRS which caused leakage from snow and rain and damage to the interior of the building.

11. The aforesaid plans, drawings, and specifications and general and special conditions were impliedly and expressly warranted by DDDKG and CRS to be fit and suitable for the purpose of Donovan's constructing a suitable college building for College and IBA, but said plans, drawings, and specifications and general and special conditions were not so suited but were in fact negligently and carelessly prepared, and DDDKG and CRS have thereby breached their obligations to Donovan.

12. With particular reference to the allegations in the counterclaim regarding damages which have been or might be incurred by College and IBA as a result of defects as alleged therein, i.e. damages caused by the need for repairs, undue maintenance, delay or interruption in the occupancy of the building, and the shortened life of the building, it was the negligently and carelessly prepared plans, drawings, and specifications and general and special conditions of DDDKG and CRS which caused said damages, said negligence and carelessness of DDDKG and CRS being primary and active and the

fault of Donovan, if any, being merely secondary and passive.

13. From all of the foregoing, Donovan is entitled by operation of law to contribution from and indemnification by DDDKG and CRS for any and all liability and damages adjudged to be due to IBA and/or College by Donovan pursuant to the counterclaim.

WHEREFORE, Donovan prays for judgment against DDDKG and CRS for all sums that may be adjudged against Donovan in favor of IBA and College.

Merlyn C. Green  
Thomas H. Morsch  
Frederic J. Artwick

By \_\_\_\_\_  
Attorneys for Plaintiff  
Donovan Construction Company of  
Minnesota

Of Counsel:

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60670  
312-329-5400

Maun, Hazel, Green, Hayes,  
Simon & Aretz  
332 Hamm Building  
St. Paul, Minnesota 55102  
612-227-9231

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DONOVAN CONSTRUCTION COMPANY OF )  
MINNESOTA, a Minnesota corporation,) )

Plaintiff, )

v. )

No. 72 C 1237

ILLINOIS BUILDING AUTHORITY, SAUK )  
VALLEY COLLEGE, JUNIOR COLLEGE )  
DISTRICT NO. 506, both bodies pol- )  
itic and corporate, and DURRANT, )  
DEININGER, DOMMER, KRAMER, GORDON, )  
a partnership, )

Defendants. )

NOTICE OF FILING

TO: Frederic J. Artiwck, Esq.  
Sidley & Austin  
One First National Plaza  
Suite 4800  
Chicago, Illinois 60670

Merlyn C. Green, Esq.  
Maun, Hazel, Green, Hayes,  
Simon & Aretz  
332 Hamm Building  
St. Paul, Minnesota 55102

Tom L. Yates, Esq.  
One First National Plaza  
Suite 4640  
Chicago, Illinois 60670

PLEASE TAKE NOTICE that on February 6, 1973, pursuant  
to leave of Court, I filed with the Clerk of the United States  
District Court for the Northern District of Illinois, Eastern

Division, the Counterclaim of Illinois Building Authority and the Board of Trustees of Junior College District No. 506, Lee, et al. Counties, Illinois, against Donovan Construction Company of Minnesota, one copy of which said Counterclaim is hereto attached and herewith served upon you.

Samuel J. Betar, Esq.  
Schipers, Betar, Lamendella & O'Brien  
Attorneys for Illinois Building Authority

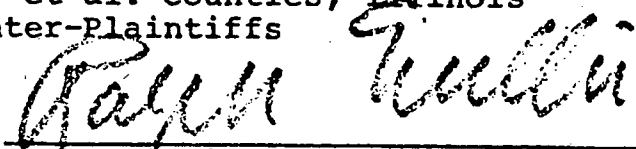
and

Ralph Miller, Esq.  
Franke and Miller

and

Robert W. Castendyck, Esq.  
Ward, Ward, Castendyck, Murray & Pace  
Attorneys for the Board of Trustees  
of Junior College District No. 506,  
Lee, et al. Counties, Illinois  
Counter-Plaintiffs

by:

  
Ralph Miller

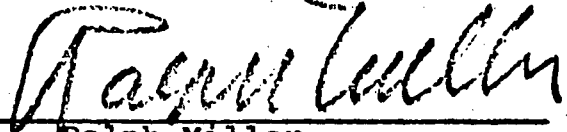
Samuel J. Betar, Esq.  
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Sterling, Illinois 61081  
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CERTIFICATE

Ralph Miller certifies that he is one of the attorneys for defendant, Board of Trustees of Junior College District No. 506, Lee et al. Counties, Illinois, and that on February 6, 1973, before 5:00 o'clock p.m. he caused to be mailed to all of the persons to whom the foregoing notice is directed, a copy of the said Counterclaim referred to therein.

A handwritten signature in cursive script, appearing to read "Ralph Miller", is written over a horizontal line.

Ralph Miller

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

1972 MAY 17 PM 3 40

CLERK

S. DIST.

DONOVAN CONSTRUCTION COMPANY OF )  
MINNESOTA, a Minnesota corporation,) )

Plaintiff, )

v. )

ILLINOIS BUILDING AUTHORITY, SAUK )  
VALLEY COLLEGE, JUNIOR COLLEGE )  
DISTRICT NO. 506, both bodies )  
politic and corporate, and DURRANT,) )  
DEININGER, DOMMER, KRAMER, GORDON, )  
a partnership, )

Defendants. )

JUDGE NAPOLI

720 1237

COMPLAINT

Plaintiff, as and for its complaint herein, states  
and alleges as follows:

COUNT I

1. Plaintiff is a corporation incorporated under the laws of the State of Minnesota and having its principal place of business in St. Paul, Minnesota. Defendant ILLINOIS BUILDING AUTHORITY, hereinafter referred to as I.B.A., is a body politic and corporate operating pursuant to the laws of the State of Illinois having its principal office in Chicago, Cook County, Illinois. Defendant SAUK VALLEY COLLEGE, JUNIOR COLLEGE DISTRICT NO. 506, hereinafter referred to as College, is a body politic and corporate operating pursuant to the laws of the State of Illinois having

its principal office in Dixon, Lee County, Illinois.

Defendant DURRANT, DEININGER, DOMMER, KRAMER, GORDON, hereinafter referred to as Architect, is a partnership of architects and engineers, located and having its principal place of business at Dubuque, Iowa. Plaintiff is informed and believes that each of the partners of said partnership is a citizen of the State of Iowa. Jurisdiction is based upon a diversity of citizenship, and the matter in controversy exceeds, exclusive of interest and costs, the sum of Ten Thousand Dollars (\$10,000.00).

2. On or about January 3, 1968, plaintiff entered into a contract with defendant I.B.A. for construction of certain improvements for the specific use and benefit of defendant College pursuant to and in compliance with certain prescribed plans, specifications and drawings and subject to the approval, orders, directions and instructions of defendants, through defendant Architect, to whom the contract reserved the authority to supervise and give all orders and directions contemplated by and under said contract, such work to be done by plaintiff for a specified price and subject to additions and deductions as might be required as the work progressed.

3. Defendant Architect was the firm of architects and engineers employed by I.B.A. on said project, and prepared plans and specifications for said project, drawings and revisions and modifications thereto, all subject to the authority

and approval of defendants I.B.A. and College, by reason of and pursuant to Ill. Rev. Stat. ch. 127, §213.1 et seq., and, under said contract, was responsible for the supervisory control over said project.

4. Defendants and each of them at all times material herein held themselves out, represented and warranted to prospective bidders, including plaintiff, that they were fully qualified, competent and able to provide, and had provided plans, specifications, and drawings for the design and construction of said project in all things adequate for the proper completion of said project in the manner contemplated and prescribed by said contract and related documents, and that they were competent, able and willing to use and exercise that skill, care and competence in the supervision of the project which the circumstances would require and commensurate with their represented abilities. Plaintiff entered into the aforesaid contract in reliance upon said representations and warranties, and the adequacy of said specifications, plans and drawings having been prepared with the degree of care and skill commensurate with their represented abilities. Plaintiff entered into the aforesaid contract in reliance upon said representations and warranties, and the adequacy of said specifications, plans and drawings having been prepared with the degree of care and skill commensurate with said representations and warranties.



5. In truth and in fact, and contrary to and in breach of said representations and warranties, the aforesaid plans, specifications and drawings were not prepared with reasonable care and skill, but instead were incomplete and contained inconsistencies, contradictions and inaccuracies of such a nature that, under field conditions expected and existing during construction, compliance by plaintiff with certain of its contract obligations became impossible of performance without certain modifications, changes and additional detailing in drawings and specifications, which were repeatedly requested by plaintiff to permit construction to proceed, and were repeatedly refused or unreasonably delayed by defendants, who were unwilling or unable to provide that care and skill required by their said representations and warranties. By way of example thereof, but not of limitation:

a. The contract and its specifications and drawings required concrete of a certain specified strength to be installed by plaintiff at certain locations, and further specified the ingredients and proportions to be used and the manner and means by which such required concrete should be provided and tested, prohibiting deviations therefrom. In fact it proved impossible to provide the required concrete under field conditions in the manner and by the means specified. Repeated requests by plaintiff for permission to incorporate

modifications to permit accomplishment of the specified result were repeatedly and arbitrarily refused by defendants, causing very substantial additional expense to plaintiff, delays in performance by plaintiff, severe interference with plaintiff's construction scheduling and programming, and caused plaintiff to incur substantial further expense in placing concrete under winter conditions which would not otherwise have been required or incurred.

b. Contract drawings provided to plaintiff regarding details concerning the electrical and mechanical systems for the kitchen area were incomplete and inaccurate in certain essential particulars. General conditions of the specifications, paragraph GC-3, advised that additional instructions and detailed drawings as necessary to carry out the work would be timely provided by defendant Architect as required. Despite repeated requests by plaintiff, and repeated advices as to the urgency of additional drawings and instructions to permit necessary job progress, defendants wholly failed and refused to provide these requirements to permit the work to proceed, and thereafter incorporated changes therein, all

resulting in the necessity of extra work by plaintiff and plaintiff's subcontractors, delays in construction progress, interruption and interference with plaintiff's construction scheduling and programming and substantial additional expense to plaintiff which would not otherwise have been incurred.

c. A certain portion of plaintiff's work in Unit I required additional instructions and drawings to be provided by defendant Architect in connection with the vocation technical equipment, which equipment was to be supplied by defendant I.B.A., under separate arrangements with others. Despite repeated requests by plaintiff for these requirements, and advices by plaintiff for the urgency of the need therefor to maintain job progress, defendants wholly failed and refused to provide these requirements over an unreasonable period of time, caused work to be stopped on certain portions of the job, and ultimately caused plaintiff to incur substantial additional expense, interrupted and severely interfered with plaintiff's construction scheduling and programming, and delayed the performance by plaintiff of its contract obligations.

d. During the progress of the work, defendants required certain structural changes on that

portion of the work identified as Stairways No. 10 and 11, requiring that substantial work of plaintiff already completed had to be dismantled to accomplish the designated changes. Thereafter, it was discovered that a supplementary drawing accomplishing a modification contained an incorrect dimension, requiring further revisions to be made, all of which caused plaintiff to incur substantial additional expense, interrupted and interfered with plaintiff's construction scheduling and programming, and caused delays in plaintiff's performance of its contract obligations.

e. Certain laboratory equipment, separately contracted for and not included in the contract requirements of plaintiff, was not timely provided as contemplated in the contract with plaintiff, despite plaintiff's repeated advices to defendants of the need for timely installation to permit plaintiff to meet its scheduling requirements. These delays caused interruption in plaintiff's completion of its contract requirements, and substantial additional expense to plaintiff. Despite plaintiff's repeated advices to defendants of the urgency of these time schedule requirements, and plaintiff's request for time extension and allowances for the additional expense incurred and the reduction of efficiency in plaintiff's performance, defendants

arbitrarily and unreasonably failed and refused to make timely provision for these supplies and equipment, or to allow extensions of time for plaintiff to accommodate to these delays.

6. That plaintiff has duly performed all terms and conditions of said contract on its part to be performed.

7. By reason of the foregoing and numerous other instances of failure of defendants to comply with and perform their contract obligations, and the resulting delays, extra expenses of performance and reduction of efficiency and interference with the scheduling as contemplated by plaintiff, plaintiff has been damaged thereby in the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

#### COUNT II

1. Plaintiff realleges those matters set forth in paragraphs 1, 2, 3, 4 and 6 of Count I, as fully as though separately stated herein.

2. Pursuant to the provisions of said contract, defendant Architect, as the agent of defendants I.B.A. and College, and in the course and scope of said agency, was responsible to all contractors on said project, including plaintiff, to timely provide all necessary additional instructions, interpretations and such additional specifications and additional plans and drawings, including modifications thereof as may be required, all as might be needed during the progress of the

work, and to provide all orders and clarification of unclear, ambiguous and inadequate details as might arise and be required during the progress of the work.

3. Despite the aforesaid obligations of defendants as specified in said contract, defendants and each of them wholly failed and refused to comply with and perform their contract obligations, causing plaintiff substantial expense, delays in performance of its contract obligations, reduction of efficiency in performance and interference with plaintiff's construction scheduling and programming, causing loss and damage to be incurred by plaintiff in the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

#### COUNT III

1. Plaintiff realleges those matters set forth in paragraphs 1, 2, 3, 4 and 6 of Count I as fully as though separately stated herein.

2. Defendant Architect, as agent of defendants I.B.A. and College, and acting in the course and scope of said agency, having assumed under said contract the obligation to provide competent and skilled supervision of construction, all necessary additional instructions, interpretations and clarification of any inconsistent, ambiguous or inadequate

details in the drawings and specifications for said project, and having held itself out and represented to bidders, including plaintiff, that it was possessed of the requisite skill and ability to perform such obligations, negligently, carelessly and willfully, and in utter disregard of its obligations to plaintiff, wholly failed and refused to provide such additional drawings, interpretations, modifications and clarification as it had represented to plaintiff that it was caused to incur substantial additional expense, delays in the performance of its contract obligations, interference with and interruption of plaintiff's construction scheduling and programming, causing losses and damage to plaintiff in the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00).

#### COUNT IV

1. Realleges those matters set forth in paragraphs 1, 2, 3, 4 and 6 of Count I as fully as though separately stated herein.

2. Realleges those matters set forth in paragraph 2 of Count III as fully as though separately stated herein.


3. By reason of the willful nature of the failure and refusal of defendant Architect, acting as the agent of defendants I.B.A. and Coll

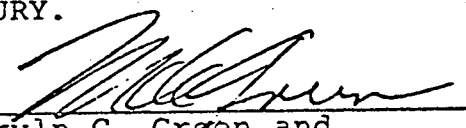
and in the course and scope of said agency, to comply with its obligations as specified and undertaken by said defendants under the aforesaid contract, and in willful and reckless disregard of the rights of plaintiff thereunder, plaintiff demands exemplary damages as against each defendant, and in addition to the compensatory damages hereinbefore demanded, in the additional sum of Five Hundred Thousand Dollars (\$500,000.00) as to each defendant.

WHEREFORE, plaintiff demands judgment against defendants and each of them in the sum of One Million Three Hundred Thousand Dollars (\$1,300,000.00) as compensatory damages, plus additional exemplary damages against each defendant in the additional sum of Five Hundred Thousand Dollars (\$500,000.00) as to each, together with its costs and disbursements herein.

PLAINTIFF DEMANDS TRIAL BY JURY.

David P. List  
Thomas H. Morsch  
Paul D. Carrier

By   
Attorneys for Plaintiff  
LEIBMAN, WILLIAMS, BENNETT,  
BAIRD AND MINOW  
One First National Plaza  
Suite 3200  
Chicago, Illinois 60670

  
Meryln C. Green and  
Maun, Hazel, Green, Hayes,  
Simon and Aretz  
Attorneys for Plaintiff  
332 Hamm Building  
Saint Paul, Minnesota. 55102



JOINT AND MUTUAL RELEASE

WHEREAS, Donovan Construction Company of Minnesota (hereinafter "Donovan") was the general contractor of the Sauk Valley College constructed in 1968-1971 in the Sterling, Illinois area; and

WHEREAS, Durrant, Deininger, Dommer, Kramer, Gordon (hereinafter "DDDKG") and Caudill, Rowlett, Scott (hereinafter "CRS") were the architects for the design and construction of the Sauk Valley College; and

WHEREAS, the Illinois Building Authority (hereinafter "IBA") is the owner of the Sauk Valley College, and the Board of Trustees of Junior College District No. 506 (hereinafter "Board") is the user and lessee of the Sauk Valley College; and

WHEREAS, an action was brought by Donovan against DDDKG, CRS, IBA and the Board alleging damages for delays and extra costs caused by the various defendants and also delays and extra costs due to alleged errors or omissions in the design, specifications; and a counterclaim was brought by the IBA and the Board against Donovan for damages due to alleged faulty construction, and whereas the same parties may have potential claims for damages or extra costs against the architects (DDDKG, CRS), all arising out of the design and construction of the Sauk Valley College, in a case filed in the United States District Court for

the Northern District of Illinois, Eastern Division, No. 72  
C 1237, entitled Donovan Construction Co. v. Illinois Building  
Authority, et al.; and

WHEREAS, all parties to said action have compromised  
and settled any and all claims (potential and actual) against  
each other arising out of the design and construction of the  
Sauk Valley College pursuant to the complaint and counterclaim  
upon the following terms and conditions:

1. Donovan agrees to relinquish any and all claims  
(potential and actual) stated against DDDKG, CRS, IBA and  
Board including but not limited to those claims arising out  
of the design, preparation of plans and specifications, inspection  
or supervision of construction, and construction of the Sauk  
Valley College in its complaint and amended complaints; and

2. DDDKG and CRS, and their insurer, CNA, agree to  
pay to Donovan the sum of \$100,000; and

3. IBA agrees to relinquish any and all claims  
(potential and actual) stated against Donovan arising out of  
the design and construction of the Sauk Valley College in its  
counterclaim; IBA further agrees to relinquish any claims it  
has against DDDKG and CRS including but not limited to those  
claims arising out of the design, preparation of plans and speci-

fications, inspection or supervision of construction, and construction of the Sauk Valley College; IBA also agrees to intercede and exert its best efforts to induce all appropriate agencies, including the Capital Development Board and the Illinois General Assembly to appropriate \$100,000 to effectuate needed repairs to the Sauk Valley College; and

4. The Board agrees to relinquish any and all claims (potential and actual) stated against Donovan arising out of the design and construction of the Sauk Valley College in its counterclaim; the Board further agrees to relinquish any claims it has against DDDKG and CRS including but not limited to those claims arising out of the design, preparation of plans and specifications, inspection or supervision of construction, and construction of the Sauk Valley College; the Board also agrees that it will assume at least \$100,000 of the cost of repairing and maintaining the Sauk Valley College.

WHEREFORE, in consideration of the agreements and monies set forth above, and other good and valuable considerations, receipt of which is hereby acknowledged,

(a) Donovan has remised, released and forever discharged and, does, for its successors and assigns, remise, release and forever discharge DDDKG, CRS, and their insurer, CNA Insurance Company, IBA and Board, their predecessors, successors and assigns; and

(b) IBA and College have remised, released and forever discharged and, do, for their predecessors, successors and assigns, remise, release and forever discharge Donovan, DDDKG and CRS, and their insurer, CNA Insurance Company, their predecessors, successors and assigns; and

(c) DDDKG and CRS have remised, released and forever discharged and, do, for their predecessors, successors and assigns, remise, release and forever discharge Donovan, IBA and Board, their predecessors, successors and assigns,

of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, including but not limited to those claims arising out of the design preparation of plans and specifications, inspection or supervision of construction, or construction of the Sauk Valley College in the Sterling, Illinois area in 1968-1971, which they now have or ever had, including but not limited to Case No. 72 C 1237 in the United States District Court for the Northern District of Illinois, Eastern Division, entitled Donovan Construction Co. v. Illinois Building Authority, et al., or which their successors or assigns

hereafter may have, by reason of said matters, at any time  
from the beginning of the world to the date hereof.

Donovan Construction Company of Minnesota

By Frederic J. Artinich  
Its Attorney

Dated: April 18, 1977

Durrant, Deininger, Donner, Kramer, Gordon

By John W. Hentigson  
Its Attorney

Dated: April 18, 1977

Caudill, Rowlett, Scott

By John D. Scott  
Its Attorney

Dated: April 18, 1977

Illinois Building Authority

By James M. McPherson  
Its Attorney

Dated: April 19, 1977

Board of Trustees of Junior  
College District No. 506

By James M. McPherson  
Its Attorney

Dated: 4/20/77

EXHIBIT L

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DONOVAN CONSTRUCTION COMPANY OF )  
MINNESOTA, a Minnesota corporation, )

Plaintiff, )

v. )

No. 72 C 1237

ILLINOIS BUILDING AUTHORITY, SAUK )  
VALLEY COLLEGE, JUNIOR COLLEGE )  
DISTRICT NO. 506, both bodies pol- )  
itic and corporate, and DURRANT, )  
DEININGER, DOMMER, KRAMER, GORDON, )  
a partnership, )

Defendants. )

ILLINOIS BUILDING AUTHORITY and THE )  
BOARD OF TRUSTEES OF JUNIOR COLLEGE )  
DISTRICT NO. 506, LEE ET AL. )  
COUNTIES, ILLINOIS, )

Counter-Plaintiffs, )

v. )

DONOVAN CONSTRUCTION COMPANY OF )  
MINNESOTA, a Minnesota corporation, )

Counter-Defendant. )

COUNTERCLAIM

Illinois Building Authority, a body corporate and  
politic, hereinafter referred to as "IBA" and the Board of  
Trustees of Junior College District No. 506, Lee et al. Counties,  
Illinois, a body corporate and politic, hereinafter referred  
to as "the College", by Samuel Betar and Ralph Miller their

respective attorneys, for their Counterclaim against Donovan Construction Company of Minnesota, a Minnesota corporation, hereinafter referred to as "Donovan", say:

1. Donovan is a corporation incorporated under the laws of the State of Minnesota, with its principal place of business in St. Paul.

2. On January 3, 1968 Donovan entered into a contract with IBA, numbered 74-97-01, for general construction work in and about the erection of a junior college building to be known as Sauk Valley College, Junior College District No. 506, Lee et al. Counties, Illinois. By the terms of that contract Donovan was required to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the Specifications dated September 18, 1967. The base contract price was \$8,493,383. Depending upon various alternates that contract price might be reduced to \$8,387,883.

3. The College was not a party to the contract, but Donovan knew at the time of execution of the contract that the building was to be erected for the use and benefit of and occupancy by the College under the terms and provisions of a lease between the IBA as lessor and the College as lessee.

4. Donovan did not substantially perform all of the work required of it under its contract, did not satisfactorily complete the work required by its contract, failed to follow and abide the requirements of the plans, drawings and specifications as well as the special and general conditions of the

contract, but on the contrary breached its duties and obligations in those respects.

5. IBA and the College in all respects complied with all requirements, duties and obligations imposed upon them by law.

6. Donovan furnished poor workmanship and defective materials.

7. Donovan failed to follow specifications in the concrete work, and in particular failed to follow the various mix designs which it was required to follow and abide, constructed improper and irregular concrete forms, failed to exercise proper care and attention in pouring concrete, failed in particular to pour the concrete in a workmanlike manner and ultimately attempted to deliver to the IBA and the College an unsatisfactory building.

8. With particular respect to the concrete work which Donovan was required to perform in a workmanlike manner, Donovan breached its obligations in that regard in one or more or all of the following ways:

(a) Failed to follow the various mix designs governing hardness of the concrete;

(b) Failed to insure sufficient vibration of the concrete mix;

(c) Suffered and permitted aggregates to separate;



(d) Failed to regulate the pouring of concrete and permitted the formation of "cold joints";

(e) Failed to finish the concrete work in such fashion as to create an esthetically acceptable structure;

(f) Failed to follow concrete specifications and requirements with the result that the concrete work on the building and in the building has cracked, broken, deteriorated, leaked water, and generally given rise to an ugly and unsatisfactory and unsafe structure;

(g) Failed to exercise sufficient care and good workmanship in the erection of concrete forms with the result that supporting columns are crooked and out of line;

(h) Failed to provide concrete of a suitable mixture but on the contrary attempted to pour concrete containing greater than permissible percentages of water;

(i) Failed to pour concrete in such fashion as to avoid shrinkage cracks:

(j) Failed to make sufficient slump tests to insure acceptable concrete mixture;

(k) Poured concrete which developed large unsightly cracks permitting passage of water into

the building to the damage of the interior of the building; and

(1) Stripped concrete forms from poured concrete before such procedure should have been undertaken, while the concrete was still "green."

9. After the forms had been removed from the poured concrete and after the above described shrinkage and cracking was readily observable, Donovan attempted to "patch" and otherwise cover up its poor workmanship and defective materials with concrete of different texture, color and composition, rendering the existing building ugly and unsightly.

10. The patching of concrete undertaken by Donovan was done in an unworkmanlike manner with unsuitable and unacceptable materials which have permitted and will continue to permit continued cracking and deterioration of the concrete work behind the patching.

11. All of the aforementioned defects in the concrete will give rise to further deterioration of the entire concrete structure. Cracks in the concrete facade will "slough" out requiring additional remedial work and materials, at great expense.

12. Donovan further erected structurally defective columns in the gymnasium, rendering the structure unsuitable and unsafe. The columns in the said gymnasium will develop future failures resulting in drastically shortened building life.

13. The sidewalks constructed by Donovan settled prematurely, cracked, and otherwise demonstrated the result of poor materials and unworkmanlike performance, caused by failure of Donovan to provide suitably compacted back fill.

14. The fenestration constructed by Donovan has always leaked, due to defective installation and defective concrete work, and has given rise to continuing damage to the furniture and fixtures in the interior of the building.

15. The spandrels, sun shades and walls constructed by Donovan of concrete are cracked and crumbling.

16. In those areas in which Donovan has attempted to patch the unsuitable and unacceptable concrete work the patching has discolored, flaked and sloughed off, and has given rise to further deterioration of the concrete work behind the patching.

17. The defective concrete work above described must be cut out, replaced, and the entire structure rebuilt.

18. The concrete flooring in the interior of the building has warped and cracked permitting the seepage of water from outside the building to follow the cracks into light fixtures, onto tile floors and carpeting, and down plaster walls, thereby rendering these interior appointments unfit for use.

19. The brick walls constructed by Donovan were constructed with irregular courses and defective mortar which will require continuous maintenance expense.

20. There is no feasible way to repair the existing defective columns in the gymnasium, to repair or reallign the crooked and defective exterior supporting columns, to repair the concrete sidewalks which have cracked and sunk other than to tear out the offending structures and rebuild them.

21. The useful life of the building has been drastically curtailed and shortened by reason of the defective materials supplied by and the unsatisfactory workmanship performed by Donovan.

22. In the construction of the roof of the College Donovan failed to build and install the roof in a workmanlike manner with the result that there is constant leakage from snow and rain to the continuing damage of the interior of appointments of the building. Patching of the roof by Donovan has been done in an unworkmanlike manner giving rise to further leakage.

23. All of the defects in materials and workmanship described in the above and foregoing Counterclaim are steadily worsening and are giving rise to an increasingly ugly and steadily deteriorating building.

24. A "punch-list" of patent defects noticeable when the building was occupied by the College have not been remedied. The total value of that punch-list alone approximates \$88,000.

25. The defective materials and unsatisfactory workmanship above described necessitated various work stoppages from time to time during the erection of the building, and delayed occupancy of the building by the College for a great period of time. During the periods of time necessary to effectuate repair and remediation of all of the defects which have been described in the above and foregoing Counterclaim, it will be necessary for the students at the College to be otherwise accommodated , to the further great expense of the College and the IBA.

26. The necessity for constant and continuing repairs and maintenance caused by the aforesaid defective materials and workmanship on the part of Donovan, and the necessity for drastic structural repairs involving demolition and rebuilding will involve expenditures by the IBA and the College in excess of \$5,000,000.

27. The IBA and the College have in all things performed all obligations imposed upon them by law and have paid Donovan for a first class building but have received a defective, unsuitable, ugly and unsafe building.

WHEREFORE, these Counter-Plaintiffs pray that damages be assessed and judgment entered thereupon in their favor and against Donovan in the sum of \$5,000,000 together with their costs, disbursements, expenditures and attorneys'

fees incurred and to be incurred in the prosecution of this cause.

Samuel J. Betar, Esq.  
Schipppers, Betar, Lamendella & O'Brien  
Attorneys for Illinois Building Authority

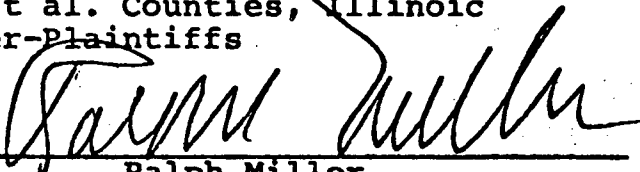
and

Ralph Miller, Esq.  
Franke and Miller

and

Robert W. Castendyck, Esq.  
Ward, Ward, Castendyck, Murray & Pace  
Attorneys for the Board of Trustees  
of Junior College District No. 506,  
Lee, et al. Counties, Illinois  
Counter-Plaintiffs

by:

  
Ralph Miller

Samuel J. Betar, Esq.  
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Appearance

# United States District Court

Eastern Division

Northern District of Illinois

DONOVAN CONSTRUCTION COMPANY OF.....  
MINNESOTA, a Minnesota corporation,  
vs.  
ILLINOIS BUILDING AUTHORITY, SAUK  
VALLEY COLLEGE, JUNIOR COLLEGE  
DISTRICT NO. 506, et al.

JUN 27 1972

No. 72C 1237

We hereby enter the appearance of BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT  
NO. 506, Lee County, Illinois, a body politic and corporate, sued here-  
in as SAUK VALLEY COLLEGE, JUNIOR COLLEGE  
DISTRICT NO. 506, as defendant in the above entitled case  
and that of ALLYN J. FRANKE and RALPH MILLER as attorney for said defendant.  
Dated: June 27, 1972.

ALLYN J. FRANKE and RALPH  
By *Ralph Miller*  
Attorneys for said Defendant

Address: 69 W. Washington St., Suite 2150  
Chicago, Illinois 60602  
Telephone: CE. 6-0802

RECEIVED

JUN 27 1972

H. STUART CHANDLER JR. CLERK  
UNITED STATES DISTRICT COURT

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

Plaintiff (x)  
DONGVAN CONSTRUCTION COMPANY OF  
MINNESOTA, a Minnesota corp.

vs

Defendant (x)  
SAUK VALLEY COLLEGE, JUNIOR  
COLLEGE DISTRICT NO. 506, et al.)

NO.

72C 1237

RECEIVED

JUN 27 1972

H. STUART COMMUNIST, CLERK  
UNITED STATES DISTRICT COURT

AFFIDAVIT EVIDENCING COMPLIANCE WITH GENERAL RULE 39

Affiant is the attorney of record for BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT NO. 506, Lee County, Illinois, a body politic and corporate, sued herein as SAUK VALLEY COLLEGE, JUNIOR COLLEGE DISTRICT NO. 506, Defendant.

(here insert all parties represented by affiant)

and has knowledge of the matters covered by this affidavit and has read General Rule 39.

Affiant has not directly or indirectly solicited employment by the above-named party or parties, and knows of no solicitation of said party or parties by any person that has resulted in the employment of the affiant, except (here state all exceptions, OR IF NONE, STATE "NO EXCEPTIONS"):

NO EXCEPTIONS

Affiant has not paid, nor promised to pay, and knows of no payment nor promise of payment to the above-named party, or parties, of the costs of this case, or of the medical, living or other expenses of any party, or of any part of an attorney's fee, or of any portion of the recovery by suit or settlement herein to any person whatever other than the above-named party or parties and the attorneys of record herein, except (here state all exceptions, OR IF NONE, STATE "NO EXCEPTIONS"):

NO EXCEPTIONS

*Ralph J. Smith*  
Affiant

Subscribed and sworn to before me this 27th day of June, A.D. 1972.

*Robert J. Heston*  
Notary Public



IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

DONOVAN CONSTRUCTION COMPANY OF  
MINNESOTA, a Minnesota corporation,

Plaintiff,

v.

ILLINOIS BUILDING AUTHORITY, SAUK  
VALLEY COLLEGE, JUNIOR COLLEGE  
DISTRICT NO. 506, both bodies pol-  
itic and corporate, and DURRANT,  
DEININGER, DOMMER, KRAMER, GORDON,  
a partnership,

Defendants.

No. 72 C 1237

RECEIVED

JUN 27 1972

H. STUART CUNNINGHAM, CLERK  
UNITED STATES DISTRICT COURT

NOTICE OF FILING

TO: Mr. Thomas H. Morsch  
Leibman, Williams, Bennett,  
Baird & Minow  
One First National Plaza  
Suite 3200  
Chicago, Ill. 60670,  
Attorney for Plaintiff.

Mr. Merlyn C. Green  
Maun, Hazel, Green, Hayes,  
Simon and Aretz  
332 Hamm Building  
St. Paul, Minnesota 55102  
Attorney for Plaintiff.

Tom L. Yates  
One First National Plaza  
Chicago, Ill. 60670

Samuel J. Betar  
79 West Monroe St.  
Chicago, Ill. 60603  
Attorney for Illinois  
Building Authority

PLEASE TAKE NOTICE that on June 27, 1972 we filed  
with the Clerk of the United States District Court for the  
Northern District of Illinois, Eastern Division, the answer  
of defendant BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT  
NO. 506, Lee County, Illinois, a body politic and corporate,

sued herein as SAUK VALLEY COLLEGE, JUNIOR COLLEGE DISTRICT NO. 506, one copy of which is hereto attached and herewith served upon you.

ALLYN J. FRANKE AND RALPH MILLER,  
Attorneys for Defendant, THE  
BOARD OF TRUSTEES OF JUNIOR  
COLLEGE DISTRICT NO. 506, Lee  
County, Illinois, a body poli-  
tic and corporate, sued herein  
as SAUK VALLEY COLLEGE, JUNIOR  
COLLEGE DISTRICT NO. 506.

By: 

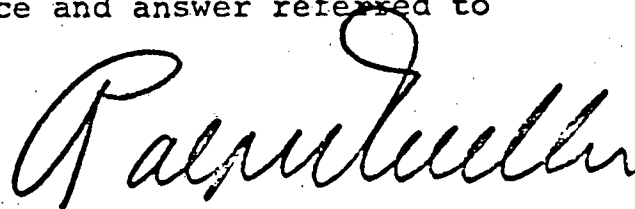
Ralph Miller

Allyn J. Franke  
Ralph Miller  
69 W. Washington St.  
Suite 2150  
Chicago, Ill. 60602  
CE. 6-0802

C E R T I F I C A T E

RALPH MILLER, certifies that he is one of the attorneys for defendant, BOARD OF TRUSTEES OF JUNIOR COLLEGE DISTRICT NO. 506, Lee County, Illinois, sued herein as SAUK VALLEY COLLEGE, JUNIOR COLLEGE DISTRICT NO. 506, and that on June 27, 1972, before 5 o'clock P.M. he caused to be mailed to all of the persons to whom the foregoing notice is

directed, a copy of the said notice and answer referred to  
therein.

A handwritten signature in cursive script, appearing to read "Ralph Miller". The signature is written in dark ink and is positioned above a horizontal line.

---

Ralph Miller

## United States District Court

FOR THE  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

CIVIL ACTION FILE NO. \_\_\_\_\_

DONOVAN CONSTRUCTION COMPANY OF MINNESOTA,  
a Minnesota corporation,

Plaintiff

v.

ILLINOIS BUILDING AUTHORITY, SAUK VALLEY  
COLLEGE, JUNIOR COLLEGE DISTRICT NO. 506,  
both bodies politic and corporate, and  
DURRANT, DEININGER, DOMMER, KRAMER, GORDON,  
a partnership,

Defendants

SUMMONS

To the above named Defendant : ILLINOIS BUILDING AUTHORITY, a body politic and  
corporate.

You are hereby summoned and required to serve upon

Mr. Marilyn C. Green  
Maun, Hazel, Green, Hayes, Simon and Aretz  
332 Hamm Building  
St. Paul, Minnesota 55102

plaintiff's attorney, whose address

Mr. Thomas H. Morsch  
Leibman, Williams, Bennett, Baird & Minow  
One First National Plaza - Suite 3200  
Chicago, Illinois 60670an answer to the complaint which is herewith served upon you, within 20 days after service of this  
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be  
taken against you for the relief demanded in the complaint.

H. STUART CUNNINGHAM

Clerk of Court.

CLYDE L. BROWN

Deputy Clerk.

Date:

[Seal of Court]

Note:—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

COUNTERCLAIMANTS' STATEMENT  
OF UNCONTESTED FACTS

1. The contract for construction of Sauk Valley Junior College, now known as Sauk Valley Community College, was entered into between Donovan and the IBA on January 3, 1968, at a base contract price of \$8,493,383.

2. The College was not a party to that original contract but Donovan knew that the building was to be erected for the use and benefit of, and occupancy by the College under the terms of a lease between the College and the IBA.

3. The specifications required, among other things, that Donovan as general contractor would coordinate the progress of the job. This was Donovan's obligation and responsibility, which Donovan understood at the time it bid the job.

4. The contract specifications governing the concrete work required concrete of a strength of 4000 psi in all footings, walls and sledo on grade. All other concrete was, according to the specifications, to be 5000-pound concrete. The contract called for poured structural concrete in the amount of 12,000 yards of 4000 psi and 15,000 yards of 5000 psi.

5. As Donovan commenced pouring concrete, during construction, difficulty was experienced in maintaining

control over the hardness and strength of the concrete to meet the specified 5000 psi.

6. Donovan was required to add Pozzolite to the concrete mix in order to make suitable pours and to achieve the required hardness.

7. From the time of occupancy of the building to the present, various defects have been noted, most of which are increasing in intensity as below stated.

8. General cracking in the floor slabs, exterior walls and sun shades have been experienced. There has been severe cracking in the poured concrete columns in the vicinity of the gymnasium.

9. It is the contention of the Owners that the cracks in the cast-in-place concrete are shrinkage cracks which occurred while the concrete was in the plastic state or shortly after the form work was removed. It is further the contention of the Owners that the causation of the cracks was the decrease in volume of the concrete and that such shrinkage was the result of use by Donovan of improper concrete mixtures and failure by Donovan to maintain proper control over the concrete pours to insure meeting specified strengths.

10. It is the contention of the Owners that the aforementioned cracking of exterior walls, sun shades.

spandrels, basement walls and floor slabs have been excessive, and that it has been caused by the use of excessive mixing of water and further aggravated by the lack of proper curing.

11. Donovan has contended that any cracking in the concrete is the result of deficiencies in the design submitted by the architect.

12. At the south end of the gym, the roof of the gym is supported by heavy columns, some of which extend upward an additional floor height to support the roof of the mall. It is noted that with one exception all of these extended columns have diagonal cracks located in the area immediately above the gymnasium roof.

13. It is the contention of the Owners that the diagonal cracks in the three columns at the south end of the gymnasium have been caused by mislocation of the post-tensioning anchorage.

14. It is Donovan's contention that those diagonal cracks are the result of deficiencies in the design of the building created by the architect.

Donovan has further contended that in part some of the cracking in the concrete work has been the result of insufficient expansion joints specified by

the architect in the exterior walls.

15. The structure has expansion joints approximately every 140 feet. The expansion joints pass through all members. It is the contention of the Collège that there are sufficient expansion joints in the designs as submitted by the architect.

16. It has been noted since occupancy that there is deterioration of the brickwork for planters and retaining walls.

17. Donovan has contended that the deterioration of the brickwork has been caused by lack of expansion joints.

18. Expansion joints are shown in the architectural plans and drawings and have been built into the walls in accordance with those plans and drawings.

19. It is the contention of the Owners that the deterioration of the brickwork has been caused by water behind the retaining walls working its way between the concrete of the wall and the brick facing, thus destroying the mortar setting bed. It is the contention of the College that the mortar was not of sufficient quality to resist the effects of water.

20. It is Donovan's contention that design deficiencies have caused the brickwork to deteriorate.



21. Since occupancy, the most severe cracking has been noted in the exterior curtain walls and sun shades. The sun shades are beginning to show signs of serious deterioration. The exterior cracking has admitted water to enter the building, through the exterior cracking in the concrete with resultant deterioration of paint and carpeting in the interior of the building.

22. Filling the major cracks in the exterior concrete and sealing the surface of the exterior concrete, including sun shades, is the most important and urgent of the necessary repairs.

23. The cracks in the columns on the south side of the gymnasium and just above the roof of the gymnasium indicate a potentially hazardous condition and should be repaired as soon as possible.

24. Since occupancy, there has been noted deterioration in the walls in the stairwell at the east side of the gymnasium. Water is leaking through the cracks in the walls from outside to inside and should be corrected as soon as possible.

25. There has been structural damage from water leakage through the patios over the pump house and kitchen. The water leakage is damaging interior fixtures and finish.

26. There are cracks in the basement wall, repair of which should be undertaken promptly.

27. The leaks in the patios over the pump house and kitchen have given rise to damage to the interior walls, floors, and equipment.

28. The leakage in the patios over the pump house and kitchen have given rise to structural damage, the extent of which is as yet undetermined.

29. The exterior curtain walls and sun shades have shown steadily worsening cracking and now show signs of deterioration.

30. Serious spalling or sloughing out will increase as each winter passes if repairs are not undertaken at once.

31. The exterior cracks admit water leakage from outside to inside, which have permanently damaged carpeting, furniture, and fixtures, and which have stained the interior walls in an unsightly fashion.

32. Donovan was required to make slump tests of the concrete before each pour.

33. On many occasions the drivers of the ready mix trucks were required by Donovan representatives at the job site to add quantities of water to the mix, after the slump test but before the pour.

34.- Addition of excessive amounts of water before pouring concrete mix results in a weakening of the concrete.

35. At least one of the concrete columns on the south side of the building is noticeably "out of plumb." The specifications do not call for "out of plumb" columns.

36. Donovan undertook to apply patching to the interior concrete at various places in which the concrete was cracked or had experienced sloughing or spalling.

37. The patching thus supplied by Donovan was of poor quality, did not match any of the adjacent concrete as to color or texture, and is aesthetically unacceptable.

38. On the exterior of the building, particularly at the bases of columns on the south side of the building, and in the concrete and brickwork below the glass doors and windows, there has been serious cracking and sloughing out. Donovan has attempted to patch that cracking and sloughing out with a grout or other mixture which does not match any of the adjacent concrete work as to color or texture.

39. In numerous places that patchwork undertaken by Donovan at the lower end of columns and beneath

glass doors and windows has itself sloughed out and cracked off, creating an aesthetically unsightly and unacceptable condition.

40. The cracking in the exterior concrete work is aesthetically unsightly.

41. The cracking in the exterior concrete work will continue to worsen if immediate and extensive repairs are not undertaken.

42. The cracking in the exterior concrete work, if repaired, will nevertheless require additional, periodic maintenance at substantial expense to the College, and will result in the shortening of the life of the building.

43. The sidewalks adjacent to the building have observantly and prematurely cracked and settled.

44. There has been water leakage through and around the fenestration supplied by Donovan, since the building was occupied.

45. The water leakage through the fenestration has resulted in unsightly staining of metal window frames and interior walls.

46. A "punch list" of defects observed at the time of occupancy was submitted to Donovan. The value of that "punch list" approximates \$88,000.

47. On February 6, 1973 the IBA and the Board of Trustees, as Owners, filed a joint counterclaim against Donovan Construction Company in the amount of \$5,000,000.

48. The counterclaim was and is based upon allegations of the Owners that Donovan breached its contractual obligations.

201-213. (L.1941, vol. 1, p. 1255). Unconstitutional.

This act declared invalid in *People ex rel. Greening v. Green*, 382 Ill. 577, 47 N.E.2d 465.

#### ILLINOIS BUILDING AUTHORITY

AN ACT to create the Illinois Building Authority and to define its powers and duties. Approved Aug. 15, 1961. L.1961, p. 3383.

*Be it enacted by the People of the State of Illinois, represented in the General Assembly:*

**213.1 § 1. Members.)** There is created the Illinois Building Authority, a body corporate and politic, to consist of seven members appointed by the Governor, by and with the advice and consent of the Senate. No person shall be appointed to the Authority who is an elected official of the State of Illinois or any subdivision thereof. One of the members shall be designated by the Governor as chairman.

In making initial appointments the Governor shall designate members to serve one year, two years, three years, four years, five years, six years, and seven years, respectively. Any fraction of a year in the initial appointments shall be considered a full year. Thereafter, all appointments shall be made for a seven year term. Each member's term of office shall expire on the appropriate third Monday in January, but he shall continue to hold office until his successor is appointed and qualified. Any vacancy in the Authority shall be filled by appointment in the manner prescribed for appointments for full terms. Four members of the Authority shall constitute a quorum.

If the Senate is not in session when this Act takes effect, the Governor shall make appointments as in the case of a vacancy.

No member of such Authority shall receive any compensation for services rendered under this Act. However, members shall be reimbursed for necessary expenses incurred in connection with duties and powers prescribed by this Act.

Each member shall, before entering upon the duties of his office, take and subscribe the constitutional oath of office and give bond in the penal sum of \$100,000 conditioned upon the faithful performance of his duties. The oath and bond shall be filed in the office of the Secretary of State.

**213.2 § 2. Purposes.)** The purposes of this Authority are:

(a) to build and otherwise provide hospital, housing, penitentiary, administrative, classroom, library, recreational, laboratory, office and other such facilities for use by the State of Illinois;

(b) to conduct continuous studies into the need for such facilities; and

(c) to serve the General Assembly by making reports and recommendations concerning the providing of such facilities.

**213.3 § 3. Duties.)** The Authority shall make thorough and continuous studies and investigations of the following building needs of the State of Illinois as they may from time to time develop:

(a) Office structures, recreational facilities, equipment of any kind, electric, gas, steam, water and sewer utilities, motor parking facilities, hospitals, penitentiaries and facilities of every kind and character considered by the Authority necessary or convenient for the efficient operation of any unit which is used by any officer, department, board, commission or other agency of the State of Illinois.

(b) Buildings and other facilities intended for use as classrooms, laboratories, libraries, student residence halls, and instructional, administrative,

recreational facilities for students, faculty, officers, and employees, and motor vehicle parking facilities and equipment for any institution or unit under the control of the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, the Board of Regents, or any Junior College District Board.

The Authority shall obtain estimates of the cost of any such building project it considers necessary or convenient for efficient operation of any unit of the State, and shall formulate and recommend a list of such projects. The Authority shall present a report, including its recommendations, to the General Assembly not later than the first day of November, immediately preceding the convening of each regular session of the General Assembly, and shall present a duplicate report thereof to the next General Assembly. As amended by act approved July 26, 1967. L.1967, p. —, S.B.No.1196.

*Amendment by L.1967, p. —, S.B.No.232, see § 213.3, post.*

Final legislative action, 1967 General Assembly: S.B.No.1196—June 21, 1967.

S.B.No.232—June 30, 1967.

As to the effect of more than one amendment of a section at the same session of the General Assembly, see *P. ex rel. Hines v. Baltimore & O. S. W. R. Co.*, 366—318, 8 N.E.2d 655; *P. ex rel. Martin v. Village of Oak Park*, 372—488, 24 N.E.2d 571; *S. Buchsbaum & Co. v. Gordon*, 389—493, 59 N.E.2d 832; *P. ex rel. Schlaeger v. Mattes*, 396—348, 71 N.E.2d 690.

**213.3 § 3. Duties.)** The Authority shall make thorough and continuous studies and investigations of the following building needs of the State of Illinois as they may from time to time develop:

(a) Office structures, recreational facilities, fixed equipment of any kind, electric, gas, steam, water and sewer utilities, motor parking facilities, hospitals, penitentiaries and facilities of every kind and character, other than movable equipment, considered by the Authority necessary or convenient for the efficient operation of any unit which is used by any officer, department, board, commission or other agency of the State.

(b) Buildings and other facilities intended for use as classrooms, laboratories, libraries, student residence halls, instructional and administrative facilities for students, faculty, officers, and employees, and motor vehicle parking facilities and fixed equipment for any institution or unit under the control of the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities or any Junior College District Board.

The Authority shall obtain estimates of the cost of any such building project it considers necessary or convenient for efficient operation of any unit of the State, and shall formulate and recommend a list of such projects. The Authority shall present a report, including its recommendations, to the General Assembly not later than the first day of November immediately preceding the convening of each regular session of the General Assembly, and shall present a duplicate report thereof to the next General Assembly. As amended by act approved Aug. 11, 1967. L.1967, p. —, S.B.No.232.

*Amendment by L.1967, p. —, S.B.No.1196, see § 213.3, ante.*

**213.4 Transfer of State Property.] § 4.** An department, board, commission, agency or officer of this State or the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, the Board of Regent

any Junior College District Board, may transfer jurisdiction of or title to any property under his control to the Authority when such transfer is approved in writing by the Governor as being advantageous to the State. As amended by Act approved July 26, 1967. L.1967, p. —, S.B. 1196.

**213.5 Powers.] § 5.** To accomplish projects of the kind listed in Section 3 above,<sup>1</sup> the Authority shall possess the following powers:

(a) Acquire by purchase or otherwise (including the power of condemnation in accordance with an Act to provide for the exercise of the right of eminent domain", approved April 10, 1872, as amended),<sup>2</sup> construct, complete, remodel, maintain, and equip any and all buildings and other facilities the General Assembly by law declares to be in the public interest.

The General Assembly in declaring by law that it is in the public interest for the Authority to acquire real estate, construct, complete, remodel, maintain and equip buildings and other facilities for Junior College Districts, the declaration shall be general and applicable to all Junior Colleges.

Whenever the General Assembly has by law declared it to be in the public interest for the Authority to acquire any real estate, construct, complete, remodel, maintain and equip buildings and other facilities for Junior College Districts, the Director of Finance shall, when requested by any Junior College District Board, enter into a lease by and on behalf of and for use of such Junior College District Board to the extent appropriations have been made by the General Assembly to pay the rents under the terms of such lease.

The course of such activities, acquire property of any and every kind and description, whether personal or mixed, by gift, purchase or otherwise. It may also acquire real estate of the State of Illinois controlled by any officer, department, board, commission, or other agency of the State, the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, the Board of Regents or Junior College District Board, the jurisdiction of which is transferred by such officer, department, board, commission, or other agency, or the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, the Board of Regents, or any Junior College District Board, to the Authority. The Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, the Board of Regents, and any Junior College District Board, respectively, shall prepare plans and specifications for and have supervision over project to be undertaken by the Authority for use. Before any other particular construction is undertaken, plans and specifications shall be approved by the lessee provided for under (b) v, except as indicated above.

(c) Execute leases of facilities and sites to, and for the use of any such facilities and sites by any officer, department, board, commission or agency of the State of Illinois, or the Director of Finance when the Director is requested to, by and on behalf of, or for the use of, any officer, department, board, commission or other agency of the State of Illinois, or by the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, the Board of Regents, or any Junior College District Board. Said leases may be entered into contemporaneously with any financing to be done by the Authority and payments under the terms of said lease shall begin at any time after execution of any such lease.

poraneously with any financing to be done by the Authority and payments under the terms of said lease shall begin at any time after execution of any such lease.

(c) In the event of non-payment of rents reserved in such leases, maintain and operate such facilities and sites or execute leases thereof to others for any suitable purposes. Such leases to the officers, departments, boards, commissions, other agencies, the Board of Trustees, the Board of Governors of State Colleges and Universities, the Board of Regents, or any Junior College District Board shall contain the provision that rents under said leases shall be payable solely from appropriations to be made by the General Assembly for the payment of such rent and any revenues derived from the operation of the leased premises.

(d) Borrow money and issue and sell bonds in such amount or amounts as the Authority may determine for the purpose of acquiring, constructing, completing or remodeling, maintaining or equipping any such facility; refund and refinance the same from time to time as often as advantageous and in the public interest to do so; and pledge any and all income of such Authority, and any revenues derived from such facilities, or any combination thereof, to secure the payment of such bonds and to redeem such bonds. All such bonds shall be subject to the provisions of Section 6 of this Act.<sup>3</sup>

In addition to the permanent financing authorized by Sections 5 and 6 of this Act,<sup>4</sup> the Illinois Building Authority may borrow money and issue interim notes in evidence thereof for any of the projects, or to perform any of the duties authorized under this Act, and in addition may borrow money and issue interim notes for planning, architectural and engineering, acquisition of land, purchase of equipment, movable or otherwise as follows:

1. Whenever the Authority deems it advisable and in the interests of the Authority to borrow funds temporarily for any of the purposes enumerated in this section, the Authority may from time to time, and pursuant to appropriate resolution, issue interim notes to evidence such borrowings, including funds for the payment of interest on such borrowings and funds for all the necessary and incidental expenses in connection with any of the purposes provided for by this Section and this Act until the date of the permanent financing. Any resolution authorizing the issuance of such notes shall describe the project to be undertaken and shall specify the principal amount, rate of interest (not exceeding 5% per annum) and maturity date, but not to exceed 5 years from date of issue, and such other terms as may be specified in such resolution; provided, however, that time of payment of any such notes may be extended for a period of not exceeding 3 years from the maturity date thereof.

The Authority may provide for the registration of the notes in the name of the owner either as to principal alone, or as to both principal and interest on such terms and conditions as the Authority may determine by the resolution authorizing their issue. The notes shall be issued from time to time by the Authority as funds are borrowed, in the manner the Authority may determine. Interest on the notes may be made payable semiannually, annually or at maturity. The notes may be made redeemable, prior to maturity, at the option of the Authority, in the manner and upon the terms fixed by the resolution authorizing their issuance. The notes may be executed in the name of the Authority by the Chairman of the Authority or by any other officer or officers of the Authority as the Authority by resolution may direct, shall be attested by the

Secretary or such other officer or officers of the Authority as the Authority may by resolution direct, and be sealed with the Authority's corporate seal. All such notes and the interest thereon may be secured by a pledge of any income and revenue derived by the Authority from the project to be undertaken with the proceeds of the notes, after deducting from such income and revenue any reasonable and necessary maintenance and operation expenses, and shall be payable solely from such income and revenue and from the proceeds to be derived from the sale of any revenue bonds for permanent financing authorized to be issued under Sections 5 and 6 of this Act, and from the property acquired with the proceeds of the notes.

Contemporaneously with the issue of revenue bonds as provided by this Act, all interim notes, even though they may not then have matured, shall be paid, both principal and interest to date of payment, from the funds derived from the sale of revenue bonds for the permanent financing and such interim notes shall be surrendered and cancelled.

2. The Authority, in order further to secure the payment of the interim notes, is, in addition to the foregoing, authorized and empowered to make any other or additional covenants, terms and conditions not inconsistent with the provisions of subparagraph (a) of this Section, and do any and all acts and things as may be necessary or convenient or desirable in order to secure payment of its interim notes, or, in the discretion of the Authority, as will tend to make the interim notes more acceptable to lenders, notwithstanding that the covenants, acts or things may not be enumerated herein; provided, however, that nothing contained in this subparagraph shall authorize the Authority to secure the payment of the interim notes out of property or facilities, other than the facilities acquired with the proceeds of the interim notes, and any net income and revenue derived from the facilities and the proceeds of revenue bonds as hereinabove provided.

(e) Convey property, without charge, to the State of Illinois or to the appropriate corporate agency of the State or to any Junior College District Board if and when all debts which have been secured by the income from such property have been paid.

(f) Enter into contracts regarding any matter connected with any corporate purpose within the objects and purposes of this Act.

(g) Employ agents and employees necessary to carry out the duties and purposes of the Authority.

(h) Adopt all necessary by-laws, rules and regulations for the conduct of the business and affairs of the Authority, and for the management and use of facilities and sites acquired under the powers granted by this Act.

(i) Have and use a common seal and alter the same at pleasure.

The interim notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

No member, officer, agent or employee of the Authority, nor any other person who executes interim notes, shall be liable personally by reason of the issuance thereof. As amended by act approved July 26, 1967. L.1967, p. —, S.B.No. 1196.

<sup>1</sup> Chapter 127, § 213.3.

<sup>2</sup> Chapter 47, § 1 et seq.

<sup>3</sup> Chapter 127, § 213.6.

<sup>4</sup> Chapter 127, §§ 213.5, 213.6.

*Amendment by L.1967, p. —, S.E.No.232,  
see § 213.5, post.*

Final legislative action, 1967 General Assembly:  
S.B.No.1196—June 21, 1967.  
S.B.No.232—June 30, 1967.

As to the effect of more than one amendment of a section at the same session of the General Assembly, see P. ex rel. Hines v. Baltimore & O. S. W. R. Co., 386—313, 8 N.E.2d 656; P. ex rel. Martin v. Village of Oak Park, 372—488, 24 N.E.2d 671; S. Buchsbaum & Co. v. Gordon, 389—493, 69 N.E.2d 832; P. ex rel. Schlaefer v. Mattes, 396—348, 71 N.E.2d 690.

213.5 § 5. Powers.) To accomplish projects of the kind listed in Section 3 above,<sup>1</sup> the Authority shall possess the following powers:

(a) Acquire by purchase or otherwise (including the power of condemnation in accordance with "An Act to provide for the exercise of the right of eminent domain", approved April 10, 1872, as amended),<sup>2</sup> construct, complete, remodel and install fixed equipment in any and all buildings and other facilities as the General Assembly by law declares to be in the public interest.

The General Assembly in declaring by law that it is in the public interest for the Authority to acquire any real estate, construct, complete, remodel and install fixed equipment in buildings and other facilities for Junior College Districts, the declaration shall be general and applicable to all Junior Colleges.

Whenever the General Assembly has by law declared it to be in the public interest for the Authority to acquire any real estate, construct, complete, remodel and install fixed equipment in buildings and other facilities for Junior College Districts, the Director of Finance shall, when requested by any such Junior College District Board, enter into a lease by and on behalf of and for the use of such Junior College District Board to the extent appropriations have been made by the General Assembly to pay the rents under the terms of such lease.

In the course of such activities, acquire property of any and every kind and description, whether real, personal or mixed, by gift, purchase or otherwise. It may also require real estate of the State of Illinois controlled by any officer, department, board, commission, or other agency of the State, or the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities or any Junior College District Board, the jurisdiction of which is transferred by such officer, department, board, commission, or other agency, or the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities or any Junior College District Board, to the Authority. The Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities and any Junior College District Board, respectively, shall prepare plans and specifications for and have supervision over any project to be undertaken by the Authority for their use. Before any other particular construction is undertaken, plans and specifications shall be approved by the lessee provided for under (b) below, except as indicated above.

(b) Execute leases of facilities and sites to, and charge for the use of any such facilities and sites by, any officer, department, board, commission or other agency of the State of Illinois, or the Director of Finance when the Director is requested to, by and on behalf of, or for the use of, any officer, department, board, commission or other agency of the State of Illinois, or by the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities or any Junior College District Board. Such leases may be entered into contemporaneously with any financing to be done by the Authority and payments under



the terms of the lease shall begin at any time after execution of any such lease.

(c) In the event of non-payment of rents reserved in such leases, maintain and operate such facilities and sites or execute leases thereof to others for any suitable purposes. Such leases to the officers, departments, boards, commissions, other agencies, the Board of Trustees, the Board of Governors of State Colleges and Universities or any Junior College District Board shall contain the provision that rents under such leases shall be payable solely from appropriations to be made by the General Assembly for the payment of such rent and any revenues derived from the operation of the leased premises.

(d) Borrow money and issue and sell bonds in such amount or amounts as the Authority may determine for the purpose of acquiring, constructing, completing or remodeling, or putting fixed equipment in any such facility; refund and refinance the same from time to time as often as advantageous and in the public interest to do so; and pledge any and all income of such Authority, and any revenues derived from such facilities, or any combination thereof, to secure the payment of such bonds and to redeem such bonds. All such bonds are subject to the provisions of Section 6 of this Act.<sup>3</sup>

In addition to the permanent financing authorized by Sections 5 and 6 of this Act,<sup>4</sup> the Illinois Building Authority may borrow money and issue interim notes in evidence thereof for any of the projects, or to perform any of the duties authorized under this Act, and in addition may borrow money and issue interim notes for planning, architectural and engineering, acquisition of land, and purchase of fixed equipment as follows:

1. Whenever the Authority considers it advisable and in the interests of the Authority to borrow funds temporarily for any of the purposes enumerated in this Section, the Authority may from time to time, and pursuant to appropriate resolution, issue interim notes to evidence such borrowings including funds for the payment of interest on such borrowings and funds for all necessary and incidental expenses in connection with any of the purposes provided for by this Section and this Act until the date of the permanent financing. Any resolution authorizing the issuance of such notes shall describe the project to be undertaken and shall specify the principal amount, rate of interest (not exceeding 5% per annum) and maturity date, but not to exceed 5 years from date of issue, and such other terms as may be specified in such resolution; however, time of payment of any such notes may be extended for a period of not exceeding 3 years from the maturity date thereof.

The Authority may provide for the registration of the notes in the name of the owner either as to principal alone, or as to both principal and interest, on such terms and conditions as the Authority may determine by the resolution authorizing their issue. The notes shall be issued from time to time by the Authority as funds are borrowed, in the manner the Authority may determine. Interest on the notes may be made payable semiannually, annually or at maturity. The notes may be made redeemable, prior to maturity, at the option of the Authority, in the manner and upon the terms fixed by the resolution authorizing their issuance. The notes may be executed in the name of the Authority by the Chairman of the Authority or by any other officer or officers of the Authority as the Authority by resolution may direct, shall be attested by the Secretary or such other officer or officers of the Authority as the Authority may by resolution direct, and be sealed with the Authority's

corporate seal. All such notes and the interest thereon may be secured by a pledge of any income and revenue derived by the Authority from the project to be undertaken with the proceeds of the notes and shall be payable solely from such income and revenue and from the proceeds to be derived from the sale of any revenue bonds for permanent financing authorized to be issued under Sections 5 and 6 of this Act,<sup>4</sup> and from the property acquired with the proceeds of the notes.

Contemporaneously with the issue of revenue bonds as provided by this Act, all interim notes, even though they may not then have matured, shall be paid, both principal and interest to date of payment, from the funds derived from the sale of revenue bonds for the permanent financing and such interim notes shall be surrendered and canceled.

2. The Authority, in order further to secure the payment of the interim notes, is, in addition to the foregoing, authorized and empowered to make any other or additional covenants, terms and conditions not inconsistent with the provisions of subparagraph (a) of this Section, and do any and all acts and things as may be necessary or convenient or desirable in order to secure payment of its interim notes, or, in the discretion of the Authority, as will tend to make the interim notes more acceptable to lenders, notwithstanding that the covenants, acts or things may not be enumerated herein; however, nothing contained in this subparagraph shall authorize the Authority to secure the payment of the interim notes out of property or facilities, other than the facilities acquired with the proceeds of the interim notes, and any net income and revenue derived from the facilities and the proceeds of revenue bonds as hereinabove provided.

(e) Convey property, without charge, to the State or to the appropriate corporate agency of the State or to any Junior College District Board if and when all debts which have been secured by the income from such property have been paid.

(f) Enter into contracts regarding any matter connected with any corporate purpose within the objects and purposes of this Act.

(g) Employ agents and employees necessary to carry out the duties and purposes of the Authority.

(h) Adopt all necessary by-laws, rules and regulations for the conduct of the business and affairs of the Authority, and for the management and use of facilities and sites acquired under the powers granted by this Act.

(i) Have and use a common seal and alter the same at pleasure.

The interim notes shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

No member, officer, agent or employee of the Authority, nor any other person who executes interim notes, shall be liable personally by reason of the issuance thereof. As amended by act approved Aug. 11, 1967. L.1967, p. —, S.B.No.232.

<sup>1</sup> Chapter 127, § 213.3.

<sup>2</sup> Chapter 47, § 1 et seq.

<sup>3</sup> Chapter 127, § 213.6.

<sup>4</sup> Chapter 127, this section and § 213.6.

*Amendment by L.1967, p. —, S.B.No.1196,  
see § 213.5, ante.*

**213.5—1 Dedication of nature preserves.] § 5.-**  
1. Nothing contained in this Act shall be construed as limiting or restricting the power of a lessee, under paragraph (b) of Section 5,<sup>1</sup> to dedicate as a nature preserve, as provided in Section 2b of "An Act in relation to the acquisition, control, maintenance, improvement and protection of State parks and nature preserves", approved June 26, 1925, as

amended,<sup>2</sup> its interest in the land leased by such lessee from the Illinois Building Authority. However, any such dedication shall always be, and the instrument of dedication shall provide that it is subject and subordinate to the prior rights of the Illinois Building Authority under any lease in which it is lessor, and all extensions of such lease, and no such dedication shall operate to diminish or otherwise modify the obligations of the lessee under any such lease, or any extension thereof, and shall be of no effect if the lessee defaults in the performance of any of its obligations under the terms of such lease. Added by act approved May 1, 1967. L.1967, p. —, H.B.No.461.

<sup>1</sup> Chapter 127, § 213.5.

<sup>2</sup> Chapter 105, § 465 et seq.

**213.6 § 6. Bonds.)** (a) Interest.) All such bonds shall mature within 40 years from date, and shall bear interest at not more than 5% per annum and may be sold by the Authority in such manner as they may deem to be in the best public interest. Such bonds shall be sold at such price that the interest cost of the proceeds therefrom will not exceed 5% per annum computed according to standard tables of bond values.

(b) From what source payable.) Such bonds shall be payable solely and only from (1) revenues to be derived from the operation of any such facilities acquired, constructed, completed, remodeled or equipped in whole or in part with the proceeds of such bonds; and (2) income to be derived from rental leases to State Departments, boards, commissions or other agencies, or from leases to others as provided above.

(c) Execution and registration of bonds.) Such bonds shall be executed by such officers of the Authority as shall be designated by the Authority, and shall be registered by the Auditor of Public Accounts of the State of Illinois. Any bonds bearing the signature of officers in office at the date of signing thereof shall be valid and binding for all purposes, notwithstanding that before delivery thereof any or all such persons whose signatures appear thereon shall have ceased to be such officers.

(d) Provisions contained in bond.) Each such bond shall state upon its face that it is payable solely from revenues derived from the operation of facilities acquired, constructed, completed, remodeled or equipped in whole or in part with the proceeds of the sale of such bonds, including income to be derived from rental leases as provided above. Each such bond shall state upon its face that it does not constitute an obligation of the State of Illinois within the meaning of any provision of the Constitution or statutes of the State of Illinois. As amended by act approved July 25, 1963. L.1963, p. 2068.

**213.7 § 7. Charges.)** The charges, fees or rentals established by the Authority for the use of any facilities acquired, constructed, completed, remodeled or equipped in whole or in part with the proceeds of the bonds issued as provided in this Act shall be sufficient at all times to pay the principal of and interest on the bonds and a proportion of the administrative expenses of the Authority as provided for by each lease, and such reserves as may be provided in the resolutions of issuance. As amended by act approved Aug. 11, 1967. L.1967, p. —, S.B.No.232.

**213.8 § 8. The Public Building Fund.)** The gross total income from (1) the sale of bonds, (2) charges, fees or rentals, and (3) all other revenue derived from any project undertaken pursuant to

this Act shall be paid to the Treasurer of the State of Illinois. Said income shall be held by him in trust for the purposes of this Act, in a special fund known as "The Public Building Fund." The State Treasurer shall be ex officio custodian of such fund.

Disbursements shall be made from such fund upon the order of the Authority.

**213.9 § 9. Limitation on disbursements.)** The Authority shall keep account of the gross total income derived from each separate project or any combination thereof undertaken pursuant to this Act. Disbursements from a given account in The Public Building Fund shall be ordered by the Authority only for the payment of (1) the cost of maintenance and operation of the facility or facilities, unless otherwise provided for, (2) the principal of and interest on the bonds issued for each project, or combination thereof, and (3) any other purposes set forth in the resolution authorizing the issuance of said bonds.

An accurate record shall be kept of the rental payments under each lease entered into by the Authority and any officer, department, board, commission or other agency of the State of Illinois, the Director of the Department of Finance, the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University or the Board of Governors of State Colleges and Universities, the Board of Regents, or any Junior College District Board, and when the rentals applicable to each project or facility, or any combination thereof, constructed, completed, remodeled, maintained and equipped have been paid, in amounts sufficient to amortize and pay the principal of and interest upon the total principal amounts of bonds of the Authority issued to pay the cost of each project or facility, including maintenance and operation expenses and that proportion of the administrative expense of the Authority as provided for by each lease, the property shall be conveyed without charge to the lessee. As amended by act approved July 26, 1967. L.1967, p. —, S.B.No.1196.

*Amendment by L.1967, p. —, S.B.No.232, see § 213.9, post.*

Final legislative action, 1967 General Assembly:

S.B.No.1196—June 21, 1967.

S.B.No.232—June 30, 1967.

As to the effect of more than one amendment of a section at the same session of the General Assembly, see P. ex rel. Hines v. Baltimore & O. S. W. R. Co., 366—318, 8 N.E.2d 655; P. ex rel. Martin v. Village of Oak Park, 372—488, 24 N.E.2d 571; S. Buchsbaum & Co. v. Gordon, 389—493, 59 N.E.2d 832; P. ex rel. Schlaeger v. Mattes, 396—348, 71 N.E.2d 690.

**213.9 § 9. Limitation on disbursements.)** The Authority shall keep account of the gross total income derived from each separate project or any combination thereof undertaken pursuant to this Act. Disbursements from a given account in The Public Building Fund shall be ordered by the Authority only for the payment of (1) the principal of and interest on the bonds issued for each project, or combination thereof, and (2) any other purposes set forth in the resolution authorizing the issuance of such bonds.

An accurate record shall be kept of the rental payments under each lease entered into by the Authority and any officer, department, board, commission or other agency of the State of Illinois, the Director of the Department of Finance, the Board of Trustees of the University of Illinois, the Board of Trustees of Southern Illinois University or the Board of Governors of State Colleges and Universities, or any Junior College District Board, and when the rentals applicable to each project or facility, or any combination thereof, constructed, completed, remodeled, maintained and equipped

have been paid, in amounts sufficient to amortize and pay the principal of and interest upon the total principal amounts of bonds of the Authority issued to pay the cost of each project or facility, including maintenance and operation expenses and that proportion of the administrative expense of the Authority as provided for by each lease, the property shall be conveyed without charge to the lessee. As amended by act approved Aug. 11, 1967. L.1967, p. —, S.B.No.232.

*Amendment by L.1967, p. —, S.B.No.1196,  
see § 213.9, ante.*

**213.10 § 10. Annual audit.)** The Building Authority shall cause an audit of the accounts of the Authority to be made annually by an accountant or accountants authorized to practice accounting under the laws of this State.

**213.11 § 11. Enforcement of obligations.)** The provisions of this Act and of any resolution or proceeding authorizing the issuance of bonds shall constitute a contract with the holders of such bonds. The provisions thereof shall be enforceable either in law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction to enforce and compel the performance of any duties required by this Act or any resolution or proceeding authorizing the issuance of such bonds, including the establishment of sufficient charges, fees or rentals and the application of the income from a project under this Act, as provided above.

**213.12 § 12. No State obligation.)** Nothing in this Act shall be construed to authorize the Authority or any department, board, commission, other agency or any Board of Trustees to create an obligation of the State of Illinois within the meaning of the Constitution or statutes of Illinois.

**213.13 Exemption from taxation.] § 13.** All property owned by the Authority is exempt from taxation.

**213.13—1. Commencement of project—Restrictions.] § 13.1.** No project may be carried out by the Authority unless commenced before July 1 of the third year following the year in which the project was authorized by the General Assembly. For the purposes of this Section, a project is commenced when the contract or contracts therefor have been let or revenue bonds issued thereon. Nothing in this Section prevents the reauthorization of such a project by the General Assembly. Added by act approved June 30, 1967. L.1967, p. —, S.B.No.449.

**213.14 § 14. Separability clause.)** If any clause or other portion of this Act shall be held invalid, that decision shall not affect the validity of the remaining portions of this Act. It is hereby declared that all such remaining portions of this Act are severable, and that the General Assembly would have enacted such remaining portions if the portions that may be so held to be invalid had not been included in this Act.

**AN ACT relating to investment in bonds issued by the Illinois Building Authority.** Approved July 25, 1963. L.1963, p. 2067.

*Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:*

**213.15 Bonds of Illinois building authority—Legal investment status.] § 1.** Counties, cities, villages, incorporated towns, and other municipal corporations, political subdivisions and public bodies, and public officers of any thereof, all banks,

bankers, trust companies, savings banks and institutions, building and loan associations, savings and loan associations, investment companies, insurance companies and associations, and all executors, administrators, guardians, trustees and other fiduciaries may legally invest any sinking funds, moneys, or other funds belonging to them or within their control in any bonds issued pursuant to "An Act to create the Illinois Building Authority and to define its powers and duties," approved August 15, 1961.

<sup>1</sup> Section 213.1 of this chapter.

**213.16 Construction of act.] § 2.** Nothing in this Act shall be construed as relieving any officer, person, firm or corporation from any duty of using reasonable care in selecting investments.

**214. (L.1941, vol. 1, p. 1252.) Repealed by** act approved Aug. 2, 1951. L.1951, p. 1994.

#### HUMAN RELATIONS COMMISSION

**AN ACT to create a Commission on Human Relations and to define its powers and duties.** Approved Aug. 8, 1947, L.1947, p. 1680. Title as amended by act approved Aug. 2, 1951. L.1951, p. 1994.

*Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:*

**214.1 Commission on Human Relations.] § 1.** There is created a Commission on Human Relations composed of twenty members to be appointed by the Governor. The terms of the members shall commence on July 1 of each odd-numbered year and shall be of two years' duration. The Governor shall designate the Chairman of the Commission from among the members thereof. As amended by act approved, Aug. 2, 1951. L.1951, p. 1994.

**214.2 Compensation—Expenses.] § 2.** None of the members except the Chairman may receive any compensation for his services, but all members shall be reimbursed for expenses incurred in the performance of their duties.

**214.3 Secretary.] § 3.** As soon as practicable, after this Act becomes effective, the members shall meet and organize and designate, by majority vote, some person to act as secretary, who shall keep a record of all proceedings. The Commission shall act officially only in a meeting duly called by the Chairman or at a regular meeting fixed by resolution of the Commission, adopted by majority vote.

<sup>1</sup> Sections 214.1-214.5 of this chapter.

**214.4 Powers and duties of Commission.] § 4.** The Commission shall have the following powers and shall perform the following duties: (a) investigate the most effective means of affording opportunity in profitable employment to all persons, with particular reference to training and placement; (b) cooperate with civic, religious and educational organizations in promoting tolerance and good will; (c) promote and encourage interfaith and interracial harmony and good will; and (d) report to the Governor and to the Legislature biennially, on or about the third Monday in January of each odd numbered year, the results of its investigations. As amended by act approved, Aug. 2, 1951. L.1951, p. 1994.

**214.5 Executive director—Employees—Report to governor.] § 5.** The Commission may employ an executive director and such other employees as may be required to carry out the duties of the Commission. The Commission may submit to the

annual State Budget of monies in such amount as shall be necessary and sufficient, for the period covered by such budget, to pay the interest, as it shall accrue, on all Bonds issued under this Act and also to pay and discharge the principal of the Bonds as shall by their terms fall due during such period. A separate fund in the State Treasury called the "Capital Development Bond Retirement and Interest Fund" is hereby created. The General Assembly shall make appropriations to pay the principal of and interest on the Bonds from the Capital Development Bond Retirement and Interest Fund. If for any reason the General Assembly fails to make appropriations of amounts sufficient for the State to pay the principal of and interest on the Bonds as the same shall by the terms of the Bonds become due, this Act shall constitute an irrevocable and continuing appropriation of all amounts necessary for that purpose, and the irrevocable and continuing authority for and direction to the Comptroller and to the Treasurer of the State to make the necessary transfers out of and disbursements from the revenues and funds of the State available for that purpose.

**759a. Deposit of unused federal funds in Capital Development Bond Retirement and Interest Fund**

§ 9a. The unused portion of federal funds received for a capital improvement project for which moneys from the Capital Development Fund have been expended shall be deposited upon completion of the project in the Capital Development Bond Retirement and Interest Fund. Any federal funds received as reimbursement for the completed construction of a capital improvement project for which moneys from the Capital Development Fund have been expended shall be deposited in the Capital Development Bond Retirement and Interest Fund.

Added by P.A. 80-1171, § 1, eff. July 1, 1978.

**760. Bonds as direct, general obligations of State**

§ 10. All Bonds issued in accordance with the provisions of this Act shall be direct, general obligations of the State of Illinois and shall so state on the face thereof, and the full faith and credit of the State of Illinois are hereby pledged for the punctual payment of the interest thereon as the same shall become due and for the punctual payment of the principal thereof at maturity, and the provisions of this Section shall be irrevocable until all such Bonds are paid in full as to both principal and interest.

**761. Actions to compel payment of Bonds**

§ 11. If the State fails to pay the principal of or interest on any of the Bonds as the same become due, a civil action to compel payment may be instituted in the Supreme Court of Illinois as a court of original jurisdiction by the holder or holders of the Bonds on which such default of payment exists. Delivery of a summons and a copy of the complaint to the Attorney General shall constitute sufficient service to give the Supreme Court of Illinois jurisdiction of the subject matter of such a suit and jurisdiction over the State and its officers named as defendants for the purpose of compelling such payment. Any case, controversy or cause of action concerning the validity of this Act relates to the revenue of the State of Illinois.

**762. Computation of principal and interest—Transfers of funds for payment of Bonds and interest**

§ 12. Upon each delivery of Bonds authorized to be issued under this Act, the Treasurer and the Comptroller

shall compute the total amount of principal of and interest on the Bonds issued that will be payable in order to retire such Bonds and the amount of principal of and interest on such Bonds that will be payable on each payment date according to the tenor of such Bonds during the then current and each succeeding fiscal year. On or before the last day of the month preceding each payment date, the Treasurer and the Comptroller shall transfer from the General Revenue Fund in the State Treasury to the Capital Development Bond Retirement and Interest Fund a sum of money, appropriated for such purpose, so such Fund contains an amount equal to the aggregate of the amount of principal of and interest on the Bonds payable by the terms of the Bonds on the next payment date. Such computations and transfers shall be made for each series of the Bonds issued and delivered. The transfer of monies hereinabove directed is not required if monies in the Capital Development Bond Retirement and Interest Fund received from other sources are more than the amount otherwise to be transferred as hereinabove provided, and if the Governor notifies the Comptroller and the Treasurer of such fact.

**763. Refunding Bonds—Requirements for refunding Bonds**

§ 13. The State of Illinois is authorized, from time to time as the Governor shall determine, to issue, sell and provide for the retirement of Bonds of the State of Illinois for the sole purpose of refunding all or any portion of the principal of the Bonds; provided that such refunding bonds shall mature no later than the final maturity date of the Bonds being refunded. Such refunding bonds shall in all other respects be subject to the terms and conditions of Sections 4, 5, 7, 8, 9, 10, 11, and 12 of this Act.<sup>1</sup> The principal amount of any such refunding bonds shall not exceed 103% of the principal amount of the Bonds refunded with the proceeds of such refunding bonds.

<sup>1</sup> Paragraphs 764, 756, 757, 758, 759, 760, 761 and 762 of this chapter.

**764. Partial invalidity—Severability**

§ 14. If any section, sentence, or clause of this Act is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Act.

**765. Effective date**

§ 15. This Act takes effect immediately upon its becoming law.

**CAPITAL DEVELOPMENT BOARD ACT**

AN ACT creating the Capital Development Board and defining its powers and duties. P.A. 77-1995, approved and eff. July 10, 1972. Title amended by P.A. 78-223, § 2, approved July 19, 1973, eff. Oct. 1, 1973.

*P.A. 77-1995 as enacted was divided into three articles. Article I, Capital Development Board Act, now appears as paragraphs 771 to 781 of this chapter; Article II, Amending the School Code, amended ch. 122, § 35-1, and repealed ch. 122, §§ 35-2 to 35-4; Article III—Effective Date and Severability sections now appear as paragraphs 791, 792 of this chapter.*

*Article IA, School Construction and Debt Service Grants, was added by P.A. 78-223, eff. Oct. 1, 1973, and now appears as paragraphs 783.1 to 783.11 of this chapter.*

**771. Short title**

§ 1. This Act shall be known and may be cited as the Capital Development Board Act, hereafter referred to as "this Act."

**771.1. State Capitol Building**

§ 1.1. Nothing herein applies to the design, planning, construction, reconstruction, improvement, and installation of capital facilities within the State Capitol Building which functions shall be within the exclusive jurisdiction of the Space Needs Commission created by "The Space Needs Act", approved September 8, 1967, as now and hereafter amended.<sup>1</sup>

Added by P.A. 79-835, § 1, eff. Oct. 1, 1975.

<sup>1</sup> Chapter 63, § 221 et seq.

**772. Resources of private sector—Intent to use**

§ 2. It is intended that the State of Illinois will utilize the resources of the private sector of the economy for the design, planning, construction, reconstruction, improvement, and installation of capital facilities included within the scope of this Act.

**773. Definitions**

§ 3. As used in this Act, unless the context otherwise requires:

"Board" means the Capital Development Board.

"State agency" means and includes each officer, department, board, commission, institution, body politic and corporate of the State including the Illinois Building Authority, school districts, and any other person expending or encumbering State or federal funds by virtue of an appropriation or other authorization by the General Assembly or federal authorization or grant. Except as otherwise expressly authorized by the General Assembly, the term does not include the Department of Transportation, or Environmental Protection Agency, except as respects buildings used by the Department or Agency for its officers, employees, or equipment, or any of them, and for capital improvements related to such buildings. Nor does the term include the Illinois Housing Development Authority, the Educational Facilities Authority or the St. Louis Metropolitan Area Airport Authority.

"School District" means any school district or special charter district as defined in Section 1-3 of "The School Code", approved March 18, 1961, as amended.<sup>1</sup>

Amended by P.A. 80-372, § 2, eff. Aug. 26, 1977.

<sup>1</sup> Chapter 122, § 1-3.

**774. Creation—Purposes**

§ 4. There is created the Capital Development Board. The purposes of the Board are as described in Sections 4.01 through 4.05.<sup>1</sup>

<sup>1</sup> Paragraphs 774.01 through 774.05 of this chapter.

**774.01. Building or providing capital improvements**

§ 4.01. To build or otherwise provide hospital, housing, penitentiary, administrative, recreational, education, laboratory, parking, environmental equipment and other capital improvements for which money has been appropriated or authorized by the General Assembly.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

**774.02. Conduct of studies**

§ 4.02. To conduct continuous studies into the costs of building or otherwise providing the facilities described in Section 4.01.<sup>1</sup>

<sup>1</sup> Paragraph 774.01 of this chapter.

**774.03. Conduct of research**

§ 4.03. To conduct research on improvements in choice and use of materials, energy systems, including solar energy systems, and in construction methods for reducing construction costs and operating and maintenance costs of the facilities described in Section 4.01.<sup>1</sup>

Amended by P.A. 80-430, § 10.1, eff. Aug. 30, 1977.

<sup>1</sup> Paragraph 774.01 of this chapter.

**774.04. Review of building and construction codes**

§ 4.04. To review and recommend periodic revisions in established building and construction codes to promote public safety, energy efficiency and economy, including the use of solar energy, and reduce construction costs and operating and maintenance costs of the facilities described in Section 4.01.<sup>1</sup>

Amended by P.A. 80-430, § 10.1, eff. Aug. 30, 1977.

<sup>1</sup> Paragraph 774.01 of this chapter.

**774.05. Advice to agencies, units of local government and school districts**

§ 4.05. To advise State agencies, and units of local government, on request, on any matter related to the purpose of this Act.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

**775. Membership—Appointment of members—Terms—Vacancies**

§ 5. The Board shall consist of 7 members, no more than 4 of whom may be of the same political party, all of whom shall be appointed by the Governor, by and with the consent of the Senate, and one of whom shall be designated as chairman by the Governor. No person may be appointed as a member of the Board who is serving as an elected officer for the State or for any unit of local government or school district within the State.

If the Senate is not in session when the first appointments are made, the Governor shall make temporary appointments as in the case of a vacancy. In making the first appointments, the Governor shall designate 2 members to serve until January, 1974, 2 members to serve until January, 1975, 2 members to serve until January, 1976 and 1 member to serve until January, 1977, or until their successors are appointed and qualified. Their successors shall be appointed to serve for 4 year terms expiring on the third Monday in January or until their successors are appointed and qualified. Any vacancy occurring on the Board, whether by death, resignation or otherwise, shall be filled by appointment by the Governor in the same manner as original appointments. A member appointed to fill a vacancy shall serve for the remainder of the unexpired term or until his successor is qualified.

**776. Compensation—Expenses—Oath—Bond**

§ 6. Members of the Board shall serve without compensation but shall be reimbursed for their reasonable expenses necessarily incurred in the performance of their duties and the exercise of their powers under this Act. Each member shall before entering upon the duties of his

office, take and subscribe the constitutional oath of office and give bond in the penal sum of \$100,000 conditioned upon the faithful performance of his duties. The oath and bond shall be filed in the office of the Secretary of State.

#### 777. Meetings—Quorum

§ 7. The Board shall meet at such times and places as is provided for by the Board or, in the absence of such a provision, on call of the chairman after at least 5 day's written notice to the members and the request of 2 or more members. Four members shall constitute a quorum. No vacancy in the membership shall impair the right of a quorum of the members to exercise all of the rights and powers, and to perform all of the duties, of the Board.

#### 778. Executive director—Agents and employees

§ 8. The Board may employ and fix the compensation of an executive director, to serve as the chief executive officer of the Board, and such other agents or employees as it considers necessary or desirable. Such employment other than of technical or engineering personnel shall be subject to the Personnel Code.<sup>1</sup> If any employees are transferred to the Board from any other State agency, such a transfer shall not affect the status of such employees under the Personnel Code, under any retirement system under the Illinois Pension Code,<sup>2</sup> or under any civil service, merit service or other law relating to State employment.

<sup>1</sup> Paragraph 63b101 et seq. of this chapter.

<sup>2</sup> Chapter 108½, ¶ 1-101 et seq.

#### 779. Powers

§ 9. The Board has the powers enumerated in Sections 9.01 through 9.09.<sup>1</sup>

Amended by P.A. 80-1200, § 3, eff. June 30, 1978.

<sup>1</sup> Paragraphs 779.01 through 779.09 of this chapter.

##### 779.01. Provisions for capital facilities

§ 9.01. To provide for the acquisition, planning, construction, reconstruction, improvement and installation of capital facilities, consisting of buildings, structures and equipment and for the acquisition and improvement of real property and interest in real property required, or expected to be required, in connection therewith and for the acquisition, protection and development of land within the State of Illinois for open spaces, recreational and conservation purposes, as authorized by the General Assembly by appropriations from the Capital Development Bond Fund, the School Construction Fund, general revenue fund, other funds, or revenue bonds, but not including capital facilities provided entirely by local community college district or local school district funds or capital facilities at non-profit, non-public health service educational institutions.

Amended by P.A. 79-1454, § 8[68], eff. Aug. 31, 1976.

##### 779.01a. Service centers for the deaf/blind

§ 9.01a. To exercise the powers and perform the functions and duties conferred on the Board by Section 14-11.02 of "The School Code", approved March 18, 1961, as amended.<sup>1</sup>

Added by P.A. 79-966, § 2, eff. Sept. 12, 1975.

<sup>1</sup> Chapter 122, ¶ 14-11.02.

##### 779.01b. Specialized living centers

§ 9.01b. To exercise the powers and perform the functions and duties conferred on the Board by the "Specialized

Living Centers Act", enacted by the Seventy-ninth General Assembly, as such Act may be now or hereafter amended.<sup>1</sup> Formerly § 9.01a. Renumbered § 9.01b by P.A. 79-1454, § 8[68], eff. Aug. 31, 1976.

<sup>1</sup> Chapter 91½, ¶ 601 et seq.

#### 779.02. Contracts

§ 9.02. To enter into contracts on behalf of the State of Illinois to effectuate the purposes of this Act, subject to The Illinois Purchasing Act.<sup>1</sup>

<sup>1</sup> Paragraph 132.1 et seq. of this chapter.

#### 779.03. Disbursement of funds

§ 9.03. Pursuant to appropriations, to direct disbursements from the Capital Development Bond Fund, the School Construction Fund, or general revenue fund for the purposes of this Act.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

#### 779.04. School Building Commission's rights, powers and duties

§ 9.04. To exercise the rights, powers and duties which have been vested in the School Building Commission by Article 35 of The School Code.<sup>1</sup>

<sup>1</sup> Chapter 122, ¶ 35-1 et seq.

#### 779.05. Certification of vouchers

§ 9.05. To certify vouchers payable from appropriations to the Board.

#### 779.06. Rules and regulations—Right to information

§ 9.06. To establish rules and regulations governing the acquisition, planning, construction, reconstruction, improvement and installation of capital facilities as defined in Section 9.01 of this Act.<sup>1</sup> The Board may require any state agency to submit information deemed necessary for the Board to fulfill its responsibilities under this Act, and may prescribe the form of such report.

<sup>1</sup> Paragraph 779.01 of this chapter.

#### 779.07. Acceptance of assignment of contracts

§ 9.07. To accept assignment of contracts entered into by other state agencies for construction services on projects over which the Board shall have jurisdiction, whether or not such contracts shall have been awarded in accordance with the terms of the Illinois Purchasing Act.<sup>1</sup>

<sup>1</sup> Paragraph 132.1 et seq. of this chapter.

#### 779.08. Necessary or desirable powers

§ 9.08. To exercise all other powers necessary or desirable to accomplish the purposes of this Act and to the performance of its duties under this Act.

#### 779.09. Payment of grants—Public Community Colleges

§ 9.09. Pursuant to appropriation, to make payment of grants authorized by Section 5-11 of the Public Community College Act.<sup>1</sup>

Added by P.A. 80-1200, § 3, eff. June 30, 1978.

<sup>1</sup> Chapter 122, ¶ 105-11.

#### 780. Duties and responsibilities

§ 10. The Board has the duties and responsibilities enumerated in Sections 10.01 through 10.20.<sup>1</sup>

Amended by P.A. 80-1364, § 67, eff. Aug. 13, 1978.

<sup>1</sup> Paragraphs 780.01 through 780.20 of this chapter.

**127.01. Supervision of construction**

§ 10.01. To exercise the general supervision of the construction of any capital improvement authorized by the General Assembly to be financed from the Capital Development Bond Fund, the School Construction Fund, general revenue fund, any revenue bonds, or other fund as authorized by the General Assembly, but not including capital facilities at non-profit, non-public health service education institutions, or projects funded from the General Revenue Fund under \$25,000 for the Department of Corrections where inmate labor is used.

Amended by P.A. 81-809, § 2, eff. Sept. 19, 1979.

**127.02. Preparation of plans, drawings and estimates**

§ 10.02. To prepare, or cause to be prepared, general plans, drawings and estimates, including the life-cycle cost estimate of energy systems, for public buildings and improvements to be erected for any State agency.

Amended by P.A. 80-430, § 10.1, eff. Aug. 30, 1977.

**127.03. Preparation of plans and specifications for taking of bids**

§ 10.03. To prepare, or cause to be prepared, such plans, specifications and other documents as are necessary for the taking and acceptance of bids and letting of construction contracts and to advertise for bids for such projects, as required in The Illinois Purchasing Act<sup>1</sup> and the "Illinois Small Construction Business Act".<sup>2</sup>

Amended by P.A. 81-945, § 10, eff. Sept. 22, 1979.

<sup>1</sup> Paragraph 132.1 et seq. of this chapter.

<sup>2</sup> Paragraph 132.41 et seq. of this chapter.

Repeal of P.A. 81-945: For repeal of P.A. 81-945, see note preceding ¶ 132.41 of this chapter.

**127.04. Construction and repair of buildings**

§ 10.04. To construct and repair, or contract for and supervise the construction and repair of, buildings under the control of or for the use of any State agency, as authorized by the General Assembly.

**127.05. Inspection of building materials**

§ 10.05. To inspect all materials to be incorporated into any building constructed or repaired by or under the supervision of the Board.

**127.06. Contracts for construction management or supervision of construction projects**

§ 10.06. To enter into contracts for construction management or supervision on all projects constructed by or under the supervision of the Board.

**127.07. Contracts for professional services**

§ 10.07. To enter into contracts for professional services for planning, testing, design or consulting on all projects constructed by or under the supervision of the Board.

**127.08. Comprehensive development of real property**

§ 10.08. To prepare, or cause to be prepared, comprehensive plans for the development of real property involving any project to be constructed by or to be supervised by the Board.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

**780.09. Recommendations for building construction codes**

§ 10.09. To recommend to the General Assembly comprehensive building construction codes and to review and recommend any necessary revisions to existing codes.

**780.10. Priorities and schedules**

§ 10.10. To establish priorities and schedules for bidding and construction of projects under its jurisdiction.

**780.11. Space inventory of capital facilities**

§ 10.11. To conduct and maintain a continuing space inventory of state capital facilities to ensure maximum utilization and inter-agency coordination of existing facilities.

**780.12. Supervision of Fair Employment Practices Act**

§ 10.12. As a general supervisor, to ensure compliance with the provisions of "An Act to promote the public health, welfare and safety of the People of the State of Illinois by reducing denial of equality of employment opportunity because of race, color, religion, sex, national origin or ancestry; to create a Fair Employment Practices Commission, to define its functions, powers and duties, to provide for enforcement of its orders, and to make an appropriation in connection therewith", approved July 21, 1961, as amended.<sup>1</sup>

<sup>1</sup> Chapter 48, § 851 et seq.

**780.13. Indemnification—Insurance**

§ 10.13. To defend, indemnify and keep and hold harmless the members of the Board and its employees against suits, claims, damages, losses and expenses arising out of any act or failure to act for which they may be liable while acting within the scope of employment. The Board may obtain insurance, if available, affording coverage for such suits, claims, damages, losses and expenses and the defense thereof. Such insurance shall be carried in a company licensed to write such coverage in this State.

Such protection shall extend to persons who were members of the Board or its employees at the time of the incident giving rise to the suit, claim, damage, loss or expense if that incident occurred on or after July 10, 1972. Amended by P.A. 79-1479, § 1, eff. Sept. 11, 1976.

**780.14. § 10.14. Repealed by P.A. 81-450, § 3, eff. Sept. 7, 1979.****780.15. Use of federal funds**

§ 10.15. To receive, accept, and disburse federal funds provided by the Federal Government for the State of Illinois, provided that such monies may be used only if first appropriated by the General Assembly.

Amended by P.A. 80-1364, § 67, eff. Aug. 13, 1978.

**780.16. Capital facilities for community colleges or local common schools—Selection of site**

§ 10.16. In the case of capital facilities for community colleges, the board of the community college district shall select the site, subject to the approval of the Illinois Community College Board; and the board of the local common school district shall select the site in the case of capital facilities for local common schools. The Capital Development Board may, however, disapprove any site selected either by the board of the community college



district or the board of the common school district if the Capital Development Board determines that the site does not meet its minimum engineering and construction standards.

Added by P.A. 80-1130, § 1, eff. July 1, 1978; Amended by P.A. 80-1364, § 67, eff. Aug. 13, 1978.

#### **781. Schedule for transfer of projects of Illinois Building Authority**

§ 11. The Board shall establish a schedule for the transfer of all projects previously authorized by the General Assembly for construction by the Illinois Building Authority, but not bonded by the Illinois Building Authority at the time this Act shall become effective, including the assignment of construction contracts and other related contracts, transfer of title to real property to the appropriate state agency, and supervision of construction. Such transfer shall be completed no later than June 30, 1973.

#### **782. Construction excluding powers of certain boards—Exercise of powers by certain boards**

§ 12. Nothing in this Act shall be construed to include the power to abrogate those powers vested in the boards of the local junior college districts and the Illinois Junior College Board by the Public Junior College Act,<sup>1</sup> The Board of Trustees of the University of Illinois, The Board of Trustees of Southern Illinois University, the Board of Governors of State Colleges and Universities, or the Board of Regents, hereinafter referred to as Governing Boards. In the exercise of the powers conferred by law upon the Board and in the exercise of the powers vested in such Governing Boards, it is hereby provided that (i) the Board and any such Governing Board may contract with each other and other parties as to the design and construction of any project to be constructed for or upon the property of such Governing Board or any institution under its jurisdiction; (ii) in connection with any such project, compliance with the provisions of the Illinois Purchasing Act<sup>2</sup> by either the Board or such Governing Board shall be deemed to be compliance by the other; (iii) funds appropriated to any such Governing Board may be expended for any project constructed by the Board for such Governing Board; (iv) in connection with any such project the architects and engineers retained for the project and the plans and specifications for the project must be approved by both the Governing Board and the Board before undertaking either design or construction of the project, as the case may be.

<sup>1</sup> Chapter 122, ¶ 101-1 et seq.

<sup>2</sup> Paragraph 132.1 et seq. of this chapter.

#### **783. Cargo handling facilities for regional port districts—Contracts**

§ 13. The Board may provide cargo handling facilities for the use of regional port districts. Pursuant to appropriations setting forth specific projects and regional port districts, the Board shall contract with the regional port district named in the Act making the appropriation for cargo handling facilities. Such contract shall provide that the regional port district shall remit to the State of Illinois 20% of the gross receipts attributable to those facilities, whether collected by the regional port district or through an operator or other intermediary, until the full amount appropriated and expended by the State of Illinois has been remitted to the State.

This Section shall apply to all regional port district cargo handling facilities to be constructed by the Board, including projects for which appropriations or reappropriations have been made prior to June 30, 1976.

Amended by P.A. 79-1404, § 1, eff. Aug. 19, 1976.

#### **783.01. Art works in public buildings—Review Committee—Advisory Committee**

§ 14. (a) It is the purpose of this Act to provide for the promotion and preservation of the arts by securing suitable works of art for the adornment of public buildings constructed or subjected to major renovation by the State or which utilize State funds, and thereby reflecting our cultural heritage, with emphasis on the works of Illinois artists.

(b) As used in this Act: "Works of art" shall apply to and include paintings, prints, sculptures, graphics, mural decorations, stained glass, statutes, bas reliefs, ornaments, fountains, ornamental gateways, or other creative works which reflect form, beauty and aesthetic perceptions.

(c) Beginning with the fiscal year ending June 30, 1979, and for each succeeding fiscal year thereafter, the Capital Development Board shall set aside 1/2 of 1 percent of the amount authorized and appropriated for construction or reconstruction of each public building financed in whole or in part by State funds and generally accessible to and used by the public for purchase and placement of suitable works of art in such public buildings. The location and character of the work or works of art to be installed in such public buildings shall be determined by the designing architect, provided, however, that the work or works of art shall be in a permanent and prominent location.

(d) There is created a Fine Arts Review Committee consisting of the designing architect, the Chairman of the Illinois Arts Council or his designee, the Director of the Illinois State Museum or his designee, and three persons from the area in which the project is to be located who are familiar with the local area and are knowledgeable in matters of art. Of the three local members, two shall be selected by the County Board of the County in which the project is located and one shall be selected by the Mayor or other chief executive officer of the municipality in which the project is located. The Committee, after such study as it deems necessary, shall recommend three artists or works of art in order of preference, to the Capital Development Board. The Board will make the final selection from among the recommendations submitted to it.

(e) There is created a Public Arts Advisory Committee whose function is to advise the Capital Development Board and the Fine Arts Review Committee on various technical and aesthetic perceptions that may be utilized in the creation or major renovation of public buildings. The Public Arts Advisory Committee shall consist of 12 members who shall serve for terms of 2 years ending on June 30 of odd numbered years, except the first appointees to the Committee shall serve for a term ending June 30, 1979. The Public Arts Advisory Committee shall meet four times each fiscal year. Four members shall be appointed by the Governor; four shall be chosen by the Senate, two of whom shall be chosen by the President, two by the minority leader; and four shall be appointed by the House of Representatives, two of whom shall be chosen by the Speaker and two by the minority leader. There shall also be a Chairman who shall be chosen from the committee members by the majority vote of that Committee.



(f) All necessary expenses of the Public Arts Advisory Committee and the Fine Arts Review Committee shall be paid by the Capital Development Board.

Added by P.A. 80-241, § 1, eff. Oct. 1, 1977.

#### 783.1. School construction and debt service grants authorized

§ 1A-1. The Board is authorized to make grants to school districts for school construction projects and debt service with funds appropriated by the General Assembly from the School Construction Fund pursuant to the provisions of this Act.

Added by P.A. 78-223, § 1, eff. Oct. 1, 1973.

*The enrolled bill for P.A. 79-1098, ¶ 1 contained the entire text of this paragraph in strikeout type. Paragraph 1A-1 was not mentioned in the title of the act or in the introductory clause of § 1.*

#### 783.1-1. Planning Assistance, School Construction Projects and Debt Service Grants

§ 1A-1.1. The Board is authorized to make grants to school districts for Planning Assistance, School Construction Projects and Debt Service with funds appropriated by the General Assembly from the School Construction Fund pursuant to the provisions of this Act. Grants for Planning Assistance, School Construction Projects and Debt Service shall be based on grant entitlements issued by the State Board of Education, and grants for Planning Assistance and School Construction Projects shall be made by the Board in accordance with the priority order provided by the State Board of Education under Section 1A-1.3 of this Act.<sup>1</sup> The Board shall conduct physical inspections of sites and facilities to determine planning assistance needs and shall deliver to the State Board of Education a report containing its findings and conclusions. The amount available for Planning Assistance grants shall be a percentage of the appropriations for School Construction Projects as determined by the Board but may not exceed 2% of such appropriations.

Added by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

<sup>1</sup> Paragraph 783.1-3 of this chapter.

#### 783.1-2. Administration and enforcement, making grants

§ 1A-1.2. The Board shall adopt such regulations relating to the administration and enforcement of the purposes and provisions of this Article as it pertains to making Planning Assistance, School Construction and Debt Service grants as may be necessary and appropriate.

Added by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

#### 783.1-3. Issuance of grant entitlements—Priorities

§ 1A-1.3. The State Board of Education is authorized to issue grant entitlements for Planning Assistance, School Construction Projects and Debt Service and shall determine the priority order for Planning Assistance and School Construction Project grants to be made by the Board.

Added by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

#### 783.1-4. Administration and enforcement, issuing grant entitlements

§ 1A-1.4. The State Board of Education shall adopt such regulations relating to the administration and enforcement of the purposes and provisions of this Article as it pertains to issuing grant entitlements for Planning Assistance, School Construction Projects and Debt Service.

Added by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

#### 783.2. School construction project defined—Debt service defined—Planning assistance defined

§ 1A-2. As used in this Article "School Construction Project" means the acquisition, development, construction, reconstruction, rehabilitation, improvement, architectural planning and installation of capital facilities consisting of buildings, structures, durable equipment and land for educational purposes. "Debt Service" means principal and interest payments, required to be made, on bonds issued by a school district after January 1, 1969, pursuant to any indenture, ordinance, resolution, agreement or contract to provide funds for the acquisition, development, construction, reconstruction, rehabilitation, improvement, architectural planning and installation of capital facilities consisting of buildings, structures, durable equipment and land for educational purposes or lease payments required to be made by a school district for principal and interest payments on bonds issued by a Public Building Commission after January 1, 1969. Nothing in this Section is to be construed as permitting the approval of the same project for both a School Construction Project grant and a Debt Service grant. "Planning Assistance" means assistance to enable the development of a School Construction Project program for design implementation.

Amended by P.A. 80-754, § 2, eff. Oct. 1, 1977.

#### 783.3. Grant Index—Determination—Amount of grant

§ 1A-3. The Grant Index for any school district is equal to one minus the ratio of the district's equalized assessed valuation per pupil in weighted average daily attendance to the equalized assessed valuation per pupil in weighted average daily attendance of the district located at the ninetieth percentile for all districts of the same type. The Grant Index for any school district shall be no less than .20 and no greater than .70. The product of the district's Grant Index and the Recognized Project Cost, as determined by the Board, for an approved school construction project equals the amount the Board shall expend on behalf of the district.

Added by P.A. 78-223, § 1, eff. Oct. 1, 1973.

#### 783.4. Application for grants—Eligibility—District Facility Plan

§ 1A-4. School Districts may apply to the State Board of Education for Planning Assistance grants, School Construction Project grants and Debt Service grants pursuant to regulations promulgated by the State Board of Education. A school district shall establish eligibility for Planning Assistance grants, School Construction Project Grants and Debt Service Grants by submitting to the State Board of Education a "District Facility Plan." The State Board of Education shall review and approve the District Facility Plan pursuant to guidelines promulgated by the State Board of Education. Each school district shall maintain eligibility for Planning Assistance grants, School Construction Project Grants and Debt Service Grants by annually updating the District Facility Plan and submitting the revised plan to the State Board of Education for approval. The District Facility Plan shall include, but not be limited to, an assessment of present and future district facility needs as required by present and anticipated educational programming, the availability of local financial resources including current revenues, fund accumulations and unused bonding capacity, and a fiscal plan for meeting the present debt service obligations.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

**783.5. Eligibility standards for grants**

§ 1A-5. The State Board of Education shall establish eligibility standards for Planning Assistance grants, School Construction Project grants and Debt Service grants. In establishing such standards, the State Board of Education shall consider the factors stated in Sections 35-6, 35-9 and 35-10 of "The School Code", approved March 18, 1961, as amended.<sup>1</sup>

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

<sup>1</sup> Chapter 122, ¶¶ 35-6, 35-9 and 35-10.

**783.5-1. Use of debt service grants—Payment of debt service grants**

§ 1A-5.1. Grants for debt service can only be used to retire existing bonds issued for capital facilities or for the acquisition, development, construction, reconstruction, rehabilitation, improvement, architectural planning and installation by a School District of capital facilities consisting of buildings, structures, durable equipment and land for education purposes, or for principal and interest payments required to be made on outstanding bonds issued for capital facilities by a school district pursuant to any indenture, ordinance, resolution, agreement, or contract. The grant Index for a district times 50% of the principal and interest payments due and payable during the applicant school district fiscal year for which the application was filed equals the amount the Board shall distribute to the district. Whenever grants for debt service are used for principal and interest payments required to be made on outstanding bonds proper reduction of taxes levied for the purpose of making payments on those bonds shall be made by the County Clerk.

Added by P.A. 78-223, § 1, eff. Oct. 1, 1973.

**783.6. Approval of eligibility for grants—Supervision of School Construction Projects**

§ 1A-6. The State Board of Education shall approve a School District's eligibility for a Planning Assistance grant, a School Construction Project grant or a Debt Service grant pursuant to the standards prescribed by Section 1A-5 of this Act.<sup>1</sup> The Board shall exercise general supervision over School Construction Projects financed pursuant to the provisions of this Act.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

<sup>1</sup> Paragraph 783.5 of this chapter.

**783.7. Referendum on project or financing**

§ 1A-7. After the State Board of Education has approved all, or part, of a School District's application for a School Construction Project grant or a Debt Service grant, and has issued a grant entitlement therefor, such School District shall submit the project or the financing of such project, to a referendum when such referendum is required by law.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

**783.8. Limitations on indebtedness**

§ 1A-8. Indebtedness incurred by a school district to finance a School Construction Project, for which a School Construction Project Grant is to be made by the Board, is not included in any indebtedness subject to limitation by any other statute.

Amended by P.A. 79-1110, § 1, eff. Dec. 3, 1975.

P.A. 79-1098 amended this paragraph to read: "Indebtedness incurred by a school district to finance a School Construction Project, for which a School Construction Project Grant is to be made by the Board."

Final legislative action, 79th General Assembly:

P.A. 79-1098—June 28, 1975

P.A. 79-1110—Nov. 21, 1975

See Ill.Rev.Stat. ch. 1, ¶ 1105 as to the effect of (1) more than one amendment of a paragraph at the same session of the General Assembly or (2) two or more acts relating to the same subject matter enacted by the same General Assembly.

**783.9. Priority of School Construction Projects—Development of standards—Carry-over projects**

§ 1A-9. The State Board of Education shall develop standards for the determination of priority needs concerning Planning Assistance and School Construction Projects based upon the approved District Facility Plans and the factors stated in Sections 35-6, 35-9 and 35-10 of The School Code.<sup>1</sup> Such standards shall give priority to assisting consolidation of school districts and shall consider the physical condition of existing facilities together with other data contained in District Facility Plans. Such standards shall also give priority to expediting the replacement or reconstruction of school buildings destroyed or damaged by flood, tornado, fire, or other disaster produced solely by nature. Standards developed for determining priority needs shall be widely promulgated so that school districts can reasonably anticipate the timing and extent of the State's financial support of the District's Facility Plan.

If Planning Assistance or School Construction Projects are approved in any year but financial support is not given due to lack of adequate appropriations, awarding of contracts, or for any other reason, such Planning Assistance or Projects shall be placed ahead of any new Assistance or Projects that are approved for the following year.

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

<sup>1</sup> Chapter 122, ¶¶ 35-6, 35-9 and 35-10.

**783.10. School districts with over 500,000 inhabitants**

§ 1A-10. School districts with over 500,000 inhabitants may make application to the State Board of Education for Planning Assistance Grants or School Construction Project Grants after having complied with the requirements of Section 1A-4 of this Article.<sup>1</sup> The State Board of Education shall review such applications for compliance with the District Facility Plan.

The Board shall determine the Recognized Project Cost for each School Construction Project and shall under no circumstances expend in behalf of the district an amount greater than the Recognized Project Cost, subject to the annual appropriation of the General Assembly and the provisions of Section 1A-3 of this Article.<sup>2</sup>

Amended by P.A. 79-1098, § 1, eff. Sept. 25, 1975.

<sup>1</sup> Paragraph 783.4 of this chapter.

<sup>2</sup> Paragraph 783.3 of this chapter.

**783.11. Regulations**

§ 1A-11. The Board shall adopt such regulations relating to the administration and enforcement of the purposes and provisions of this Article as may be necessary and appropriate.

Added by P.A. 78-223, § 1, eff. Oct. 1, 1973.

**783a. Administrative Procedure Act—Application**

§ 15. The provisions of "The Illinois Administrative Procedure Act", as now or hereafter amended,<sup>1</sup> are hereby expressly adopted and incorporated herein as though a part of this Act, and shall apply to all administrative rules and procedures of the Board under this Act.

Formerly § 14. Renumbered § 15 by P.A. 80-1494, § 15, eff. Jan. 8, 1979.

<sup>1</sup> Paragraph 1001 et seq. of this chapter.

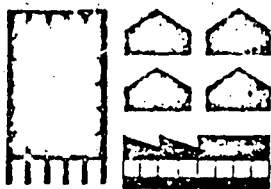


EXHIBIT P

ILLINOIS BUILDING AUTHORITY • 135 S. LA SALLE ST., CHICAGO, ILL. 60603 • PHONE 346-17

Mr. Robert D. Edison  
Dean of Business Services  
Sauk Valley College  
Rural Route #1  
Dixon, Illinois 61021

April 1, 1982

RE: Project Financed by IBA

Dear Mr. Edison:

Enclosed is the formal termination of lease form and the appropriate deed for the project included in our Seventh Bond Series (March, 1968), as follows:

<u>Project</u>	<u>Description</u>	<u>Rental</u>
74-097	Academic - Sauk Valley College - Dixon	\$ 472,725

Please have the Chairman of your Board execute the Termination of Lease form, have a copy made for your files, and return the original to the IBA. The Quit Claim Deed is to be properly filed in the County of Record, have a copy of the filed deed made, and transmit same to the Authority.

We appreciate the cooperation extended to us in concluding this matter.

Very truly yours,

CAPITAL DEVELOPMENT BOARD

James J. Gallagher  
Director/Illinois Building Authority

JJG:jj

Termination of Lease  
Project IBA No. 74-097

Acquire Real Estate-Construct Complete or remodel Buildings and other  
Facilities for Junior College Districts

Under the lease dated February 1, 19 68 Between Illinois Building  
Authority, now known as the Capital Development Board, and The Board of  
Junior College District No. 506, Sauk Valley College, Dixon

and as provided in Paragraph 20 the undersigned gives notice of termina-  
tion of said lease and subsequent transfer of all of Lessors right, title  
and interest in and to said Facilities, and also jurisdiction or title to  
all parts of the property described in Paragraph 5 thereof.

Capital Development Board

April 1, 1982  
Date

Samuel K Skinner  
Chairman

Michael J. [Signature]  
Secretary

The Board of Junior College  
District No. 506

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

## QUIT-CLAIM DEED

IBA PROJECT  
74-097

GRANTOR, the STATE OF ILLINOIS, pursuant to "AN ACT to create the Illinois Building Authority and to define its powers and duties" approved August 15, 1961, as amended, and pursuant to "AN ACT abolishing the Illinois Building Authority and providing for the Capital Development Board, to be its successor agency", approved August 19, 1981, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration the receipt of which is hereby acknowledged, CONVEYS and QUIT-CLAIMS to the Board of Junior College District No. 506, Sauk Valley College,

Dixon

having its principal office in the City of Dixon County of Lee, and State of Illinois, all right, title and interest that the Grantor now has or may hereafter acquire in or to the following described real estate, to-wit:

See Attached Exhibit "A"

This Deed is made, executed and delivered in pursuance of a Resolution duly adopted at a meeting of the Members of said Capital Development Board held on the 11th day of March, A.D. 19 82.

Dated this 1st day of April, A.D. 19 82.

Exempt under Real Estate  
Transfer Tax Act  
Paragraph 4 (B)

STATE OF ILLINOIS

BY

Samuel K. Skinner  
Samuel K. Skinner, Chairman  
Capital Development Board

Michael A. Landwirth  
Michael A. Landwirth, Secretary  
Capital Development Board

Part of the Southwest Quarter of Section Nine, Part of the Southeast Quarter of Section Eight, and Part of the Northeast Quarter of Section Seventeen, all in Township Twenty-one North, Range Eight East of the Fourth Principal Meridian, Lee County, Illinois, described as follows:

Commencing at the point of intersection of the East line of said Section Eight with the Southerly right of way line of U. S. Alternate Route 30; thence East along the said Southerly right of way line, 50 feet; thence Southerly parallel with the said East line of Section Eight, 1765 feet; thence Westerly parallel with the said Southerly right of way line, 990 feet; thence Southerly parallel with the said East line of Section Eight, 550 feet more or less to the Northerly edge of Rock River also being the point of beginning of the tract of land being described; thence Northerly parallel with the said East line of Section Eight, 550 feet more or less to a point 1765 feet Southerly of and normally distant from the said Southerly right of way line; thence Easterly parallel with the said Southerly right of way line, 990 feet to a point 50 feet Easterly of and normally distant from the said East line of Section Eight; thence Northerly parallel with the said East line of Section Eight, 1765 feet to the said Southerly right of way line of U. S. Alternate Route 30; thence Westerly on the said Southerly right of way line, 100 feet; thence Southerly parallel with the said East line of Section Eight, 633 feet; thence Westerly parallel with the said Southerly right of way line, 884 feet; thence Southerly parallel with the said East line of Section Eight, 300 feet; thence Westerly parallel with the said Southerly right of way line, 900 feet; thence Northerly parallel with the said East line of Section Eight, 450 feet; thence Westerly parallel with the said Southerly right of way line, 800 feet; thence Southerly parallel with the said East line of Section Eight, 850 feet; thence Easterly parallel with the said Southerly right of way line, 200 feet; thence Southerly parallel with the said East line of Section Eight, 609 feet; thence Easterly parallel with the said Southerly right of way line, 45 feet; thence Southerly parallel with the said East line of Section Eight, 266 feet; thence Easterly parallel with the said Southerly right of way line, 290 feet; thence Southerly parallel with the said East line of Section Eight, 340 feet more or less to the Northerly edge of Rock River; thence Easterly along the said Northerly edge of Rock River to the said point of beginning, containing 85.61 acres, more or less,

situated in the County of Lee in the State of Illinois.

B-1

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Samuel K. Skinner, personally known to me to be the Chairman of the Capital Development Board of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the above and foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing deed as his free and voluntary act and as the free and voluntary act of the Capital Development Board of the State of Illinois.

Given under my hand and Notarial Seal this 1st day of April, 1982

My Commission expires January 23 1986  
Edward J. Hyde  
Notary Public

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF Cook )

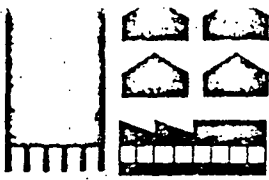
I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Michael A. Landwirth, personally known to me to be the Secretary of the Capital Development Board of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the above and foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing deed as his free and voluntary act and as the free and voluntary act of the Capital Development Board of the State of Illinois.

Given under my hand and Notarial Seal this 1st day of April, 1982

My Commission expires January 23 1986  
Edward J. Hyde  
Notary Public

THIS DEED PREPARED BY:

Howard W. Feldman  
General Counsel  
Capital Development Board  
William G. Stratton Bldg. - 3rd Floor  
401 South Spring Street  
Springfield, Illinois 62706



ILLINOIS BUILDING AUTHORITY • 135 S. LA SALLE ST., CHICAGO, ILL. 60603 • PHONE 346-176

Mr. Robert D. Edison  
Dean of Business Services  
Sauk Valley College  
Rural Route #1  
Dixon, Illinois 61021

March 15, 1982

RE: Projects Financed by IBA

*Dr. Cameron 31  
Bond 4/1/82 for  
19.5 M*

Dear Mr. Edison:

On or before April 1, 1982 the Authority will have accumulated sufficient funds in the Sinking Fund Accounts of the IBA Seventh Bond Series (March, 1968) to provide for the payment of principal of and interest on the outstanding bonds, on each principal and interest maturity date applicable to the final date of maturity, namely October 1, 1990.

Necessary actions are now in process to formally terminate the related leases, transfer the respective property to each lessee, and cancel insurance effective April 1, 1982.

If you are not self-insured, please make arrangements for obtaining insurance coverage for the property and boilers (if any), to be effective April 1, 1982.

Specific project for your State entity is:

<u>Project</u>	<u>Description</u>	<u>Rental</u>
74-097	Academic	\$ 472,725

Very truly yours,

CAPITAL DEVELOPMENT BOARD

*James J. Gallagher*  
James J. Gallagher

Director/Illinois Building Authority

RECEIVED  
MAR 31 1982  
Off. of the President

JJG:jj

cc: Dr. James M. Howard



July 9, 1982

Mr. James J. Gallagher, Director  
Illinois Building Authority  
135 South LaSalle Street  
Chicago, IL 60603

Re: Sauk Valley College

Dear Sir:

Enclosed you will please find the executed termination of lease forwarded to us under cover of your letter dated April 1, 1982. We are pleased that you have been able to pay off the obligations. This termination agreement is sent to you, however, on the express condition and understanding that neither it nor the acceptance by the College of the deed which accompanied your letter of April 1, 1982, shall be considered or be deemed to be in any manner a waiver of any claims which Sauk Valley College has against the Illinois Building Authority, against the Capital Development Board, or against any other entity for payment for repairs for portions of Sauk Valley College buildings which were defectively designed or constructed. These conditions were the subject of the Mailgram dated April 6, 1977, from the attorneys for the Illinois Building Authority sent to the College, which telegram sought to and did induce the College to enter into a settlement of then pending litigation to which the Illinois Building Authority was also a party. That settlement resulted in a settlement agreement including the Illinois Building Authority, Sauk Valley College, and the other parties to litigation then pending in the Federal District Court, the Northern District of Illinois, Eastern Division, under Docket No. 72 C 1237, entitled Donovan Construction Co. vs. Illinois Building Authority, et al.

Some of the conditions remain unrepaired at this time, and as to others the District has been forced to expend other College funds for the correction of the defective design and construction.

If our delivery to you of the termination agreement or our acceptance of the deed is or shall be deemed by the Illinois Building Authority or the Capital Development Board to waive any claims which the College has, then please return the agreement to us. Thank you.

Very truly yours,

Juanita Prescott  
Chairman of the Board  
Sauk Valley College

Copies also sent to SVC Trustees, Deans, Mr. Reigle, Senator Schuneman  
Rep. Mautino *etc.*



# SAUK VALLEY COLLEGE

R. R. 5 Dixon, Illinois / 61021 Area 815 288-5511

OFFICE OF THE PRESIDENT

COPY

EXHIBIT Q

January 18, 1982

Mr. Howard W. Feldman  
Capital Development Board  
3rd Floor William G. Stratton Building  
401 South Spring Street  
Springfield, IL 62706

Dear Mr. Feldman:

I would like to acknowledge the receipt of your October 26, 1981 letter addressed to President George Cole of Sauk Valley College. During the interim period involved with the evaluation of the necessary repairs on our building facility, I have become President of Sauk Valley College and am, therefore, responding to your letter.

In reviewing the legal documentation which was sent to your office it becomes apparent that differences of opinion existed in reference to the building condition from the period of time before construction was completed to the current date.

This disagreement was highlighted in a complaint filed on May 17, 1972 by the Donovan Construction Company versus the Illinois Building Authority, Sauk Valley College, and Durrant, Deininger, Dommer, Kramer & Gordon, which sought compensatory damages of \$1,300,000 and \$500,000 exemplary damages against each defendant. This complaint resulted in a counter-claim being filed on February 6, 1973, by the Illinois Building Authority, Sauk Valley College, Durrant, Deininger, Dommer, Kramer & Gordon versus the Donovan Construction Company in the amount of \$5,000,000 plus cost reimbursement.

Prior to the complaints mentioned above, and subsequent to these complaints, the attorneys for all parties spent several years conducting meetings and gathering depositions and organizing for the suit which was scheduled for court hearings on several occasions with cancellations having occurred and judges assigned having been changed. All of the foregoing events resulted in an order and stipulation of dismissal signed on February 21, 1977 by District Judge Crowley. Over this same period of time, legal expenses incurred by Sauk Valley College exceeded \$45,000 and I assume it would be relatively safe to presume that the legal costs of other parties were equal to this amount.

January 18, 1982

In reviewing your letter with other parties to the suit, it has been universally indicated that the college building is definitely deficient in design and/or construction, and that subsequent to the years of litigation it was equally apparent that neither side could unequivocally prove the contents of their complaints, with the natural result of the ultimate dismissal of agreement. In having sought the assistance of the Capital Development Board, it became apparent that these representatives also determined the building to be deficient in design and/or construction and to be in need of corrective action. This should, therefore, be covered with the legislation passed effective January 1, 1980, which reads as follows:

'105-12 Defective design or construction--Costs of corrections--  
Damages.

In the event the Capital Development Board determines that a facility previously provided for a community college under this Article was defectively designed or constructed, the cost of any necessary corrective work shall be fully funded by monies appropriated pursuant to the Capital Development Bond Act of 1972, as now or hereafter amended. In such an instance, the community college shall not be required to provide any portion of the cost of the corrective work.

'Should a community college district recover damages against any party responsible for the defective design or construction of a community college facility, the community college district shall reimburse the State of Illinois for any funds provided by the State to correct building defects.

'No provision of this Section shall preclude or delay litigation by a community college district to recover damages for such defective design or construction from the party or parties responsible for same.'

Based upon the foregoing, and inasmuch as the Capital Development Board was involved in identifying causes and corrective solutions in our campus facility, I would like to request that the Capital Development Board make a determination under the foregoing Article as to the defective design and/or construction of the Sauk Valley College building. Based upon such a decision I would also like to request that our taxpayers receive full and appropriate consideration in this matter by including the Sauk Valley College building in its recommendations for the necessary corrective action regarding the deficiencies of our building facility.

Sincerely,

SAUK VALLEY COLLEGE

*W. Harold Garner*  
W. Harold Garner  
President

cc: Dr. David Pierce, Executive Director Ill. Community College Board  
Juanita Prescott, Board Chairperson, Sauk Valley College

## CRITERIA FOR ACCREDITATION

THE INSTITUTION HAS CLEAR AND PUBLICLY STATED PURPOSES  
CONSISTENT WITH ITS MISSION AND APPROPRIATE TO A POST-  
SECONDARY EDUCATIONAL INSTITUTION

THE INSTITUTION HAS EFFECTIVELY ORGANIZED ADEQUATE HUMAN,  
FINANCIAL AND PHYSICAL RESOURCES INTO EDUCATIONAL AND  
OTHER PROGRAMS TO ACCOMPLISH ITS PURPOSES

THE INSTITUTION IS ACCOMPLISHING ITS PURPOSES

THE INSTITUTION CAN CONTINUE TO ACCOMPLISH ITS PURPOSES

# NORTH CENTRAL ACCREDITATION

## PROCESS AND OUTCOMES

### INSTITUTIONAL SELF-STUDY

ONE YEAR OF SELF EVALUATION WITHIN THE FRAMEWORK OF THE FOUR ACCREDITATION CRITERIA.

THE FINDINGS ARE THE SUBSTANCE OF THE SELF-STUDY REPORT.

### ACCREDITATION TEAM VISIT

FOUR EVALUATORS READ THE SELF-STUDY AND VISIT THE COLLEGE FOR THREE DAYS.

### OUTCOME

ACCREDITATION FOR UP TO 10 YEARS.

COMMISSION MAY CALL FOR A FOCUSED EVALUATION WITHIN A YEAR OR TWO.

# NORTH CENTRAL ACCREDITATION

## TIME LINES

JANUARY 18

SUBMISSION OF SELF-STUDY

MARCH 18-20

ACCREDITATION TEAM VISIT

APRIL 20

DRAFT TEAM REPORT READY

JUNE

COMMISSION ACTION

SAUK VALLEY COLLEGE  
SELF - STUDY  
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BILLS PAYABLE

December 17, 1984

EDUCATIONAL FUND

0-810-547	VOID CHECK #4041 written October	-80.00		
0-813-541.02	x x	-12.00		\$ -92.00
0-000-550	RICHARD GROHARING	Travel	4346	175.30
0-813-513.02	NACHUSA LUTHERAN HOME	HSV 110AD	4347	69.00
0-000-550	ROBERT THOMAS	Travel	4348	190.28
0-813-541.02	DIXON EVENING TELEGRAPH	Ads	4349	161.60
0-000-575	CENTEL	Service-Loop	4350	252.00
0-000-575	CENTEL	Directory Adv.	4351	10.75
0-000-544.02	POSTMASTER	Postage meter	4352	9,200.00
	SVC PAYROLL FUND	11-30-84 Payroll	4353	127,869.27
0-813-541.02	THE ASHTON GAZETTE	Replace ck. #4041	4354	12.00
0-000-585.01	VALCOM COMPUTER & LEARNING CENTER	Equipment	4355	16,960.00
				<u>\$154,808.20</u>

0,410,541.02	ABBOTT AUDIO VISUAL SERVICES	SUPPLIES	4,356	30.00
0,300,541.02	ALENCO TOOL SUPPLY CO	SUPPLIES	4,357	44.32
2,000,546.00	A A C J C	DUES	4,358	1,045.00
0,300,541.02	BERGWALL	SUPPLIES 129.00		
0,000,545.00	X X	BOOK 2.00	4,359	131.00
1,000,550.00	BLACKHAWK AIR SERVICE INC	TRAVEL	4,360	367.50
7,000,593.00	BLACK HAWK COLLEGE	CHARGE BACK	4,361	94.50
0,711,541.02	BOEHRINGER MANNHEIM DIAG	SUPPLIES	4,362	252.67
5,000,541.01	BUCKEYE BUSINESS PRODUCTS	SUPPLIES	4,363	75.11
2,000,541.01	BURROUGHS CORP	SUPPLIES	4,364	67.63
1,000,534.00	C B BOILER SERVICE	SERVICE	4,365	1,007.32
1,000,541.01	C A S E	SUPPLIES	4,366	18.75
2,000,547.00	CAMBRIDGE CHRONICLE	ADS	4,367	22.50
0,600,541.02	CAROLINA BIOLOGICAL SUPPLY	SUPPLIES	4,368	150.08
2,000,547.00	CARROLL COUNTY REVIEW	ADS	4,369	43.52
0,000,545.00	COMMERCE CLEARING HOUSE INC	BOOKS	4,370	223.00
0,000,545.00	CONGRESSIONAL QUARTERLY	BOOKS	4,371	290.00
0,811,541.01	CONTACT LITERACY CENTER	SUPPLIES	4,372	6.00
0,711,541.02	COOPER BIOMEDICAL	SUPPLIES	4,373	64.84
0,713,541.02	COPPINS LETTER SHOP	SUPPLIES 26.50		
1,000,541.01	X X	45.00	4,374	71.50
8,000,541.01	CROWN PRINTING	SUPPLIES	4,375	90.00
0,711,541.02	CURTIN MATHESON SCIENTIFIC	SUPPLIES	4,376	357.18
2,000,547.00	THE DAILY GAZETTE	ADS	4,377	71.50
0,810,547.00	DECISION	PUB INFO	4,378	40.00
0,100,534.00	A B DICK PRODUCTS	SERVICE	4,379	113.60
1,000,534.00	DIV OF MANAGEMENT SERV	BOILER INSP	4,380	10.00
0,000,541.03	DIXON EVENING TELEGRAPH	SUBSCR 42.00		
2,000,547.00	X X	ADS 60.70	4,381	102.70

0.300,541.02	DIXON GARAGE SUPPLY	SUPPLIES	4,382	56.54
0.818,550.00	DON FOSTER	TRAVEL	4,383	9.00
0.800,541.02	G P TECHNOLOGIES INC	SUPPLIES 14.18		
8.000,541.01	X X	7.09	4,384	21.27
0.000,545.00	GALE RESEARCH CO	BOOKS	4,385	81.50
6.000,575.00	HAL GARNER	PHONE CALLS 19.97		
1.000,550.00	X X	TRAVEL 102.43		
1.000,559.00	X X	OTHER EXP 300.00	4,386	422.40
0.810,547.00	GATEWAY BROADCASTING CO	PUB INFO	4,387	70.00
0.810,550.00	RALPH GELANDER	TRAVEL	4,388	38.00
0.711,541.02	GIBCO LABORATORIES	SUPPLIES	4,389	89.09
0.711,541.02	GINDERS HOSPITAL SUPPLY	SUPPLIES 361.40		
0.712,541.02	X X	25.16		
0.713,541.02	X X	25.16		
0.714,541.02	X X	25.16		
0.716,541.02	X X	25.17	4,390	462.05
8.000,550.00	AL HARDERSEN	TRAVEL	4,391	24.00
0.800,541.02	HASKELLS	SUPPLIES 3.36		
0.810,547.00	X X	26.40		
2.000,541.01	X X	308.83	4,392	338.59
0.000,544.01	HIGHSMITH CO	SUPPLIES	4,393	67.71
0.300,534.00	HOENER EQUIPMENT CO	SUPPLIES	4,394	449.95
0.810,547.00	W H HOHENADEL PRINTING CO	PUB INFO	4,395	426.81
0.813,550.00	RICHARD HOLTAM	TRAVEL	4,396	144.00
0.500,541.02	HURLOCK CINE WORLD	SUPPLIES	4,397	63.23
2.000,537.00	I B M	SERVICE 179.80		
5.000,562.00	X X	226.50 EQUIP RENTAL	4,398	406.30
0.100,541.02	I B M	SUPPLIES	4,399	62.25
0.000,541.03	ILLINI-TECH	SUPPLIES	4,400	15.00
6.000,575.00	ILLINOIS BELL TELEPHONE	SERVICE	4,401	209.67
0.714,534.00	JOINT REVIEW COMM ON EDUC	IN RAD TECH FEE	4,402	930.00
8.000,549.00	JOSTENS	DIPLOMAS	4,403	64.55
2.000,541.01	KIPLINGER WASHINGTON LETTER	SUBSCR	4,404	48.00
0.000,545.00	K MART	RECORDS	4,405	121.22
8.000,554.00	THE KROGER CO	RECRUITMENT	4,406	23.71
0.711,541.02	LAB LINE INSTRUMENTS	SUPPLIES	4,407	91.67
7.000,593.00	LAKE LAND COLLEGE	CHARGE BACK	4,408	1,665.54
2.000,550.00	CAROL LINTON	TRAVEL	4,409	20.00
8.000,554.00	MCCASLINS BAKERY	RECRUITMENT	4,410	23.80
0.000,541.03	MCGREGOR MAGAZINE AGENCY	SUBSCR	4,411	10.00
8.000,541.01	MAGNA PUBLICATIONS	SUBSCR	4,412	58.00
8.000,550.00	RONALD MARLIER	TRAVEL	4,413	41.00
1.000,534.00	DAVID MAYES	SEWAGE TESTING	4,414	190.00
0.300,541.02	MEANS SERVICES	SUPPLIES	4,415	4.77
0.716,541.02	MIDWEST HOME HEALTHCARE	SUPPLIES	4,416	34.56
1.000,534.00	MONTGOMERY ELEVATOR CO	SERVICE	4,417	469.96
0.000,534.00	MUELLER A V	SERVICE 278.74		
0.000,544.01	X X	SUPPLIES 291.37	4,418	570.11
2.000,546.00	N A E I R	SUPPLIES	4,419	35.82
5.000,562.00	N C R CORP	EQUIP RENTAL	4,420	8,351.72
6.000,571.00	NORTHERN ILL GAS	SERVICE	4,421	8,209.12

6.000571.00	NORTHERN ILL GAS	SERVICE	4,422	84.61
5.000534.00	NATL COMPUTER SYSTEMS	MAINT	4,423	199.00
0.711550.00	HAROLD NELSON	TRAVEL	4,424	100.80
0.000545.00	NEW WORLD RECORDS	RECORDS	4,425	26.30
0.400541.02	NORTHERN ILL UNIVERSITY	SUPPLIES 33.95		
0.500541.02	X X	24.95	4,426	58.90
0.800542.00	NORTHLAND PAPER CO	SUPPLIES	4,427	140.14
0.712541.02	OREGON BADGE CO	SUPPLIES 26.77		
0.713541.02	X X	39.96	4,428	66.73
0.300541.02	PATTEN TRACTOR & EQUIP	SUPPLIES	4,429	26.00
0.000550.00	DUANE PAULSEN	TRAVEL	4,430	4.80
0.810547.00	PERSPECTO MAP CO	PUB INFO	4,431	980.66
0.400541.02	RAND MCNALLY & CO	SUPPLIES	4,432	356.25
0.810547.00	ROCHELLE NEWSPAPERS	PUB INFO	4,433	32.00
0.100541.02	SBM EQUIP CENTER	SUPPLIES 36.38		
0.800534.00	X X	156.25		
1.000541.01	X X	67.80		
1.000541.01	X X	77.79		
5.000541.01	X X	10.07	4,434	348.29
8.000550.00	JOHN SAGMOE	TRAVEL	4,435	10.00
0.716541.02	SAMS CLEANERS	SUPPLIES	4,436	32.00
0.811550.00	MICHAEL SEGUIN	TRAVEL	4,437	48.40
8.000554.00	SERVOMATION CORP	RECRUITMENT 120.11		
1.000556.00	X X	MEETING 6.00		
1.000550.00	X X	60.00	4,438	186.11
2.000547.00	SHEFFIELD BULLETIN	ADS	4,439	23.10
0.714550.00	STANLEY SHIPPET	TRAVEL	4,440	168.80
0.715541.02	SPORTS DEPOT INC	SUPPLIES	4,441	32.25
1.000550.00	STERLING CHAMBER OF COMMERCE	DINNERS	4,442	12.50
1.000550.00	BRIAN STOUTER	TRAVEL	4,443	28.00
1.000556.00	SWARTLEYS	FLOWERS	4,444	21.70
5.000541.01	UARGO	SUPPLIES	4,445	274.45
0.300541.02	UNIV OF ILLINOIS	SUPPLIES 41.00		
0.316541.02	X X	207.50		
0.400541.02	X X	15.00		
0.500541.02	X X	221.10		
0.600541.02	X X	87.75	4,446	572.35
1.000550.00	MARILYN VINSON	TRAVEL	4,447	17.00
0.400550.00	GEORGE VRHEL	TRAVEL	4,448	20.00
1.000535.00	WARD MURRAY PACE & JOHNSON	SERVICES	4,449	1,490.95
0.600541.02	WARDS NATURAL SCIENCE ESTAB	SUPPLIES	4,450	381.75
0.300541.02	WESTERN ENGINE CO	SUPPLIES	4,451	220.90
0.400541.02	J WESTON WALCH PUBLISHER	SUPPLIES	4,452	25.19
2.000545.00	WEST PUBLISHING CO	BOOKS	4,453	96.00
1.000556.00	WILSON GREENHOUSES	FLOWERS	4,454	15.00
2.000541.01	WRITING SALES	SUPPLIES	4,455	183.06
2.000541.01	XEROX CORP	SUPPLIES	4,456	419.31
2.000521.00	PRUDENTIAL	JAN PREMIUM	4,457	19,378.98
8.000554.00	SVC IMPREST FUND	MISC EXPENSES	4,458	810.58
	SVC PETTY CASH	RECRUITMENT	4,459	3.39

VOID CHECK		4,460	
Total Educational Bills			56,107.38
SVC PAYROLL FUND	12-15-84 Payroll	4,461	127,849.08
Cks. #4346 - 4355 and void check			<u>154,808.20</u>
TOTAL EDUCATIONAL FUND FOR DECEMBER			\$338,764.66

SITE AND CONSTRUCTION FUND

390-000-584.10	HONEYWELL, INC.	Energy Grant	718	\$ 39,556.80
390-000-584.10	BELING CONSULTANTS INC.	" "	719	1,482.63
390-000-584.10	BELING CONSULTANTS INC.	" "	720	<u>3,232.80</u>
TOTAL SITE AND CONSTRUCTION FUND FOR DECEMBER				\$ 44,272.23



BOND & INTEREST #1

0-000-563	AMERICAN NATL. BANK & TRUST CO.	Principal - 250,000.00		
0-000-564	x        x        x        x	Interest - 9,250.00		
0-000-569	x        x        x        x	Fees - 130.00	104	<u>\$259,380.00</u>
TOTAL BOND & INTEREST #1 for December				\$259,380.00

INSURANCE FUND

02-000-531	LINDGREN, CALLIHAN, VAN OSDOL & CO.	Audit	116	<u>\$ 12,500.00</u>
TOTAL INSURANCE FUND FOR DECEMBER				\$ 12,500.00

BUILDING FUND

0-000-550	NORMAN WELCH	Travel Advance	400	\$ 404.00
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000,541.04	ACE HARDWARE	SUPPLIES	401	58.84
000,541.04	B & M CABINET & LUMBER CO	SUPPLIES	402	368.28
000,541.04	CARDINAL AUTO PARTS	SUPPLIES	403	27.84
000,541.04	COAST TO COAST	SUPPLIES	404	7.35
000,550.00	GLADYS GUNTLE	TRAVEL	405	2.80
000,541.04	LARSON CO	SUPPLIES	406	90.80
000,541.04	MIDAS MUFFLER SHOP	SUPPLIES	407	32.95
000,541.04	MORGAN SERVICES	SUPPLIES	408	98.28
000,541.04	MOTT BROS	SUPPLIES	409	63.85
000,541.04	SVC EDUCATIONAL FUND	SUPPLIES	410	44.80
000,541.04	WISCONSIN TURF EQUIP CORP	SUPPLIES	411	60.57
000,541.04	SVC IMPREST FUND	MISC EXPENSES	412	9.49
	SVC PETTY CASH	SUPPLIES	413	<u>1.93</u>

TOTAL BUILDING FUND FOR DECEMBER

\$ 1,271.78

IMPREST FUND

	VOID CHECK		6983	
110-811-550	I.C.C.C.A.	Conference	6984	\$ 50.00
110-818-550	I.C.C.C.A.	Conference	6985	50.00
182-000-541.01	BUTTERWORTH LEGAL PUBLISHERS	Supplies	6986	12.50
192-000-544.02	UNITED PARCEL SERVICE	Service	6987	4.46
110-713-534	ALYSE HELTON	Honorarium	6988	25.00
181-000-541.01	SUPT. OF DOCUMENTS	Booklet	6989	4.50
192-000-544.02	UNITED PARCEL SERVICE	Service	6990	14.19
110-813-534	MELVIN SWANLUND	Comm. Serv. Clerical	6991	40.00
110-813-534	ROBERT WASSON	" " "	6992	40.00
110-813-534	BARBARA BALLEW	" " "	6993	40.00
110-813-534	NED NESTI JR.	" " "	6994	40.00
110-813-534	DOROTHEA RAHN	" " "	6995	40.00
120-000-544.01	BETTY ORLOWSKI	Supplies	6996	9.53
110-813-541.02	LEARNING RESOURCES NETWORK	Subscr.	6997	35.00
110-813-541.02	ILL. COMM. EDUC. ASSN.	Membership	6998	15.00
110-813-541.02	NATL. COUNCIL ON COMM. SERV.	Membership	6999	30.00
182-000-541.01	I.A.C.C.B.A.	Dues - 25.00		
182-000-550	X X	Conference - 50.00	7000	75.00
192-000-544.02	UNITED PARCEL SERVICE	Service	7001	5.46
110-814-550	THE EDUCATION ENTERPRISE	Workshop - 75.00		
110-713-550	x x x	x x 75.00	7002	150.00
192-000-544.02	FRIENDS OF SAUK VALLEY COLLEGE	Stamps	7003	40.00
120-000-544.01	FARM AND FLEET	Supplies	7004	89.94
270-000-541.04	ROGER CHEESEMAN	Supplies	7005	9.49

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\$820.07

EDUCATIONAL FUND - 810.58

BUILDING FUND - 9.49

Balance in fund - 2203.93  
Disbursements - 820.07  
Total in fund - 3024.00

SAUK VALLEY COLLEGE

APPROVED BY -

Lay Fisher

PRESIDENT

Annelle Mandigoe

SECRETARY

DATE 12/17/84

TREASURER'S REPORT

November 30, 1984

EDUCATION FUND

Balance on Hand October 31, 1984

\$162,078.71

Receipts:

Investments	65,000.00
1983 Taxes	83,257.97
Charge-Back Revenue	128.16
State Apportionment	343,885.00
Federal Work Study	24,648.02
Fall Tuition	200,000.00
Graduation Fees	50.00
Transcript Fees	48.00
Interest on Investments	10,621.18
Other Revenue	4,493.59
Expenditure Credits	7,431.42
Loan from Working Cash	25,000.00
Loan from Building Fund	<u>75,000.00</u>

839,563.34

Total Available

\$1,001,642.05

Disbursements:

Expenses for November	394,728.18
Investments	100,000.00
Repaid to Working Cash	<u>343,885.00</u>

838,613.18

Balance on Hand November 30, 1984

\$163,028.87

BUILDING FUND

Balance on Hand October 31, 1984

\$103,459.34

Receipts:

1983 Taxes	20,813.84
Misc. Revenue	1,160.00
Expenditure Credits	<u>272.13</u>

22,245.97

Total Available

\$125,705.31

Disbursements:

Expenses for November	16,647.27
To Educ. Fund Pool	<u>75,000.00</u>

91,647.27

Balance on Hand November 30, 1984

\$34,058.04

ITE AND CONSTRUCTION FUND

Balance on Hand October 31, 1984 \$61,009.57

Receipts:

Investments	290,352.37	
Interest on Investments	<u>19,211.37</u>	<u>309,563.74</u>

Total Available \$370,573.31

Disbursements:

Expenses for November	6,871.49	
Investments	<u>306,087.08</u>	<u>312,958.57</u>

Balance on Hand November 30, 1984 \$ 57,614.74

BOND AND INTEREST #1

Balance on Hand October 31, 1984 \$129,691.23

Receipts:

Investments	263,000.00	
1983 Taxes	40,301.01	
Interest on Investments	<u>13,748.49</u>	<u>317,049.50</u>

Total Available \$446,740.73

Disbursements: -0-

Balance on Hand November 30, 1984 \$446,740.73

BOND AND INTEREST #4

Balance on Hand October 31, 1984 \$26,022.83

Receipts:

Interest on Investments	<u>181.79</u>	
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Total Available \$26,204.62

Disbursements: -0-

Balance on Hand November 30, 1984 \$26,204.62

WORKING CASH FUND

Balance on Hand October 31, 1984 \$33,861.03

Receipts: -0-

Disbursements: Loan to Educational Fund 25,000.00

Balance on Hand November 30, 1984 \$ 8,861.03

# INSURANCE FUNDS

Balance on Hand October 31, 1984			\$119,905.27
<u>Receipts:</u>			
1983 Taxes	11,984.61		
Interest Income	734.42		
Expenditure Credits	<u>656.37</u>		<u>13,375.40</u>
Total Available			\$133,280.67
<u>Disbursements:</u>			
Insurance Expense for November			<u>33,353.90</u>
Balance on Hand November 30, 1984			<u>\$ 99,926.77</u>

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## FUNDS INVESTED

Central National Bank	S & C and Working Cash	Variable		\$748,975.15
Farmers National Bank	S & C	10.75	4-19-85	112,460.19
Dixon National Bank	S & C	9.25	5-27-85	306,087.08
Farmers National Bank	S & C	11.25	2-18-85	105,000.00
First National Bank	S & C	9.81	4-2-85	75,000.00
First National Bank	S & C	10.70	3-5-85	111,074.15
Rock Falls National Bank	B & I #1	11.12	1-2-85	260,000.00
Dixon National	Educational	10.75	12-29-84	407,145.52
Rock Falls National	Educational	Variable		<u>1,374,000.00</u>
Total Invested				\$3,499,742.09

SAUK VALLEY COLLEGE

STUDENT LOAN FUND

Period Ending 11/30/84

B A L A N C E   S H E E T

ASSETS:

Cash in Bank .....	\$3,944.31
Notes Receivable .....	3,880.30
	<u>\$7,824.61</u>

LIABILITIES & NET WORTH:

Fund Equity .....	\$8,108.68
Net Loss .....	<u>(284.07)</u>
	<u>\$7,824.61</u>

P R O F I T   A N D   L O S S

INCOME:

Interest Income .....	\$131.31
Bad Debts Repaid .....	227.00
Contribution Income .....	<u>75.00</u>
	\$433.31

EXPENSES:

Bad Debts .....	\$717.38
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<u>NET LOSS</u> .....	<u>(\$284.07)</u>
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SAUK VALLEY COLLEGE

E.O.G. WORKSTUDY FUNDS

Period Ending November 30, 1984

B A L A N C E   S H E E T

Cash on Hand . . . . .	\$ 42,140.42	
Workstudy Awards Receivable from Fed. Gov. 1983-84 . . . . .	-0-	
Workstudy Awards Capital 1983-84. . . . .		\$173,825.28
Workstudy Awards Paid 1983-84. . . . .	173,825.28	
E.O.G. Awards Receivable from Fed. Gov. 1983-84. . . . .	149.66	
Initial E.O.G. Awards Capital 1983-84. . . . .		32,679.00
Initial E.O.G. Awards Paid 1983-84 . . . . .	34,195.35	
Renewal E.O.G. Awards Capital 1983-84. . . . .		27,186.00
Renewal E.O.G. Awards Paid 1983-84 . . . . .	25,519.99	
PELL Grant Awards Receivable from Fed. Gov. 1983-84. . . . .	20,573.86	
PELL Grant Awards Capital 1983-84. . . . .		630,100.00
PELL Grant Awards Paid 1983-84 . . . . .	622,313.70	
Workstudy Awards Receivable from Fed. Gov. 1984-85 . . . . .	71,808.58	
Workstudy Awards Capital 1984-85 . . . . .		170,658.00
Workstudy Awards Paid 1984-85. . . . .	69,481.35	
E.O.G. Awards Receivable from Fed. Gov. 1984-85. . . . .	39,248.00	
Initial E.O.G. Awards Capital 1984-85. . . . .		33,292.00
Initial E.O.G. Awards Paid 1984-85 . . . . .	7,204.50	
Renewal E.O.G. Awards Capital 1984-85. . . . .		27,049.00
Renewal E.O.G. Awards Paid 1984-85 . . . . .	7,888.50	
PELL Grant Awards Receivable from Fed. Gov. 1984-85. . . . .	132,970.00	
PELL Grant Awards Capital 1984-85. . . . .		367,970.00
PELL Grant Awards Paid 1984-85 . . . . .	217,684.48	
Inactivie Federal Grants . . . . .		<u>2,244.39</u>
	<u>\$1,465,003.67</u>	<u>\$1,465,003.67</u>



SAUK VALLEY COLLEGE BOOKSTORE

Period Ending 11-30-84

B A L A N C E   S H E E T

ASSETS:

Cash in Bank .....	\$ 83,167.46
Petty Cash .....	800.00
Investments .....	61,683.42
Accounts Receivable - Educational Fund .....	222.73
Inventory 6-30-84 .....	118,150.05
	<u>\$264,023.66</u>

LIABILITIES & NET WORTH:

Accounts Payable - Student Activity Fund .....	\$ -0-
Fund Equity .....	\$268,150.13
Net Loss .....	<u>(4,126.47)</u>
	<u>264,023.66</u>
	<u>\$264,023.66</u>

P R O F I T   A N D   L O S S

INCOME:

Textbook Sales .....	\$118,743.22	
Supply Sales .....	13,116.63	
Miscellaneous Sales .....	7,934.20	
Paperback Sales .....	3,456.54	
Used Book Sales .....	9,727.25	
Sales Tax Collected .....	8,820.97	
Other Income .....	170.68	
Investment Income .....	<u>1,683.42</u>	\$163,652.91

EXPENSES:

Textbooks Purchased .....	\$113,753.95	
Supply Purchases .....	10,401.52	
Miscellaneous Purchases .....	7,931.42	
Paperback Purchases .....	2,029.48	
Used Book Purchases .....	7,352.39	
Sales Tax Paid .....	8,092.45	
Salaries & Wages .....	12,525.40	
Transportation Charges .....	2,719.68	
Supply Expense .....	2,009.00	
Equipment .....	-0-	
Travel .....	269.46	
Telephone .....	71.19	
Dues & Subscriptions .....	-0-	
Other Expense .....	736.70	
Over & Under .....	(32.25)	
Bad Debts .....	<u>(81.01)</u>	167,779.38

NET LOSS on a cash basis without regard to inventory or  
accounts payable ..... \$ (4,126.47)

SAUK VALLEY COLLEGE

RESTRICTED PURPOSES FUND

November 30, 1984

Balance on Hand - October 31, 1984	\$640,292.88
November Receipts	162,636.49
Void Check #3101 wirtten 10/17/84	162.33
TOTAL FUNDS AVAILABLE DURING NOV.	<u>\$803,091.70</u>
Cash Disbursements - November, 1984	<u>(289,776.59)</u>
Balance on Hand - November 30, 1984	<u>\$513,315.11</u>

STATEMENT OF INCOME & EXPENSE

STUDENT ACTIVITY FUND

ACTIVITIES

Comprehensive Fee Income	\$ 5,409.36
Athletic Income	130.00
Drama Income	
Student Activity Income	387.00
Student Newspaper Income	
Film Income	
Cash Over & Under	(76.67)
Other Income - Student Activity Only	900.46
TOTAL INCOME	<u>\$ 6,750.15</u>

	<u>BUDGET</u>	<u>EXPENSE</u>	
Athletic Expense	\$17,575.	\$8,014.92	
Cheerleader & Pom Pon Squad	850.	(146.49)	
Speech Activities & Readers Theatre	1,000.	26.10	
Drama Expense	1,000.	8.41	
Music Expense	3,900.	(68.92)	
Student Activity Expense/Cultural-Social	14,980.	4,263.60	
Student Newspaper Expense	1,000.	-0-	
Student Senate Expense	2,800.	1,386.00	
Womens Intercollegiate Expense	12,445.	4,126.75	
Intramurals - Coed	50.	-0-	
SVC Clubs	500.	-0-	
Film Commission	800.	-0-	
Contingency Expense/Equipment	-0-	-0-	
Contingencies/Non-Budgeted	200.	-0-	
	<u>\$57,100.</u>	<u>TOTAL EXPENSE</u>	<u>\$17,610.37</u>

Excess of Expenditures Over Revenue, as of November 30, 1984	<u>\$10,860.22</u>
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RESTRICTED PURPOSES FUND

STATEMENT OF ASSETS & LIABILITIES

<u>ASSETS</u>		<u>REVOLVING AGENCY FUND LIABILITIES</u>	<u>AMOUNT</u>
Cash in Bank	\$513,315.11	Due Educational Fund	\$1,852.77
Petty Cash	360.00	Due Building Fund	320.10
Accounts Rec.	154,676.99	Due Student Loan Fund	1,111.76
Investments	100,000.00	Due Bookstore	19.97
		Out of District Fees	(285.24)
		Student Tuition	357,004.00
		Lab Fees	16,184.20
		Tuition Refunds	(24,477.80)
		Lab Fees Refunds	(1,091.50)
			\$350,638.26

RESTRICTED AGENCY FUND LIABILITIES

Child Care Operations	\$ 2,565.47	
Parking	5,563.91	
Recreation Room Fund	12,854.74	
Student Locker Fund	665.80	
Land Lab	8,741.24	
Community Services	2,817.86	
Photography Supplies	24.86	
Collegiate Choir	573.43	
LPN Supplies	601.97	
LRC Contributions	864.71	
JTPA - CAED Grant	(200.00)	
Nursing Uniforms	-0-	
Indochinese Grant - FY 85	871.51	
Indochinese Sewing - FY 85	(5,366.02)	
HITS Grant	4,916.05	
1984-85 Disadvantaged Grant	12,589.38	
JTPA Grant - Classroom Training	(10,626.81)	
Truck Farming	(10.42)	
Disadvantaged & Handicapped Grant	(6,246.34)	
DAVTE Quality Assistance Grant	(1,686.27)	
Economic Developemnt Grant II	11,911.68	
Humanities Grant	90.85	
Miscellaneous Account	8,067.50	
Economic Development Gt.- Income FY 85	26,058.96	
Economic Development Gt. - Expense FY 85	(20,159.39)	
Student Clubs	2,083.36	
Adult Learning Book Charges	2,651.34	
SVC Foundation	(.88)	
Community Theatre	48.40	
College Van	1,888.98	
Friends of SVC	(1,740.65)	
V.I.P. & Career Planning Prog.	879.59	
Student Serv./Special Projects	120,017.21	
DCC/Income - FY 84	273.00	
DCC/Income - FY 85	267,133.20	
DCC/Expenses - FY 85	(31,499.70)	
Vocational Exploration Program	158.21	
Project Careers - FY 85	(6,400.53)	\$410,976.20

FUND EQUITY

July 1, 1984	\$17,597.86	
Excess of Expenditures over Revenue, as of November 30, 1984	(10,860.22)	\$ 6,737.64
TOTAL ASSETS	<u>\$768,352.10</u>	TOTAL LIABILITIES & NET WORTH
		<u>\$768,352.10</u>

SAUK VALLEY COLLEGE

APPROVED BY

Kay Fisher

PRESIDENT

David W. Mandrego

SECRETARY

DATE 12/17/84

## EDUCATIONAL FUND

Account	Total Expenditures	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
DIV OF BUSINESS SALARIES	55,338.50	55,338.50	39,527.50	15,811.00	157,341.00	102,002.50	102,002.50
DIV OF BUS FED WORK STUDY	2,667.40	2,667.40	2,232.75	434.65	6,700.00	4,032.60	4,032.60
DIV OF BUS CONTR SERV	9,284.11	9,284.11	9,170.51	113.60	11,045.00	1,760.89	1,760.89
DIV OF BUS SUPPLIES	3,948.75	3,948.75	3,620.65	328.10	8,575.00	4,626.25	4,626.25
DIV OF BUS CONF & MEETINGS	243.46	243.46	243.46	.00		243.46 CR	243.46 CR
FOOD SERV CONTR SERV	.00	.00		.00	200.00	200.00	200.00
FOOD SERV SUPPLIES	143.60	143.60	143.60	.00	425.00	281.40	281.40
FOOD SERV CONF & MEETINGS	.00	.00		.00	125.00	125.00	125.00
DIV OF AGRIC SUPPLIES	94.74	94.74	94.74	.00	400.00	305.26	305.26
DIV OF INDUS ED SALARIES	45,662.68	45,662.68	32,616.20	13,046.48	139,579.00	93,916.32	93,916.32
DIV OF INDUS ED FED WORK STUDY	1,164.12	1,164.12	576.20	587.92	5,479.00	4,314.88	4,314.88
DIV OF INDUS ED CONTR SERV	713.39	713.39	263.44	449.95	7,950.00	7,236.61	7,236.61
DIV OF INDUS ED SUPPLIES	4,158.19	4,158.19	3,589.16	569.03	14,190.00	10,031.81	10,031.81
DIV OF INDUS ED CONF & MEETINGS	125.35	125.35	125.35	.00		125.35 CR	125.35 CR
COSMETOLOGY CONTR SERV	11,203.92	11,203.92	11,203.92	.00	54,000.00	42,796.08	42,796.08
COSMETOL SUPPLIES	.00	.00		.00	100.00	100.00	100.00
COSMETOL CONF & MEETINGS	.00	.00		.00	175.00	175.00	175.00
HUMAN SERV SUPPLIES	315.36	315.36	80.70	234.66	850.00	534.64	534.64
HUMAN SERV CONF & MEETINGS	.00	.00		.00	150.00	150.00	150.00
DIV OF SOC SCI SALARIES	41,403.11	41,403.11	29,573.65	11,829.46	125,248.00	83,844.89	83,844.89
DIV OF SOC SCI SUPPLIES	1,422.43	1,422.43	901.42	521.01	3,050.00	1,627.57	1,627.57
DIV OF SOC SCI CONF & MEETINGS	20.00	20.00		20.00		20.00 CR	20.00 CR
E M T CONTR SERV	180.00	180.00	180.00	.00	1,650.00	1,470.00	1,470.00
E M T SUPPLIES	84.87	84.87	54.87	30.00	200.00	115.13	115.13
E M T CONF & MEETINGS	.00	.00		.00	100.00	100.00	100.00
DIV OF CRIM JUS SALARIES	9,612.96	9,612.96	6,866.40	2,746.56	46,803.00	37,190.04	37,190.04
DIV OF CRIM JUS CONTR SERV	.00	.00		.00	600.00	600.00	600.00
DIV OF CRIM JUS SUPPLIES	350.65	350.65	350.65	.00	1,690.00	1,339.35	1,339.35
DIV OF CRIM JUS CONF & MEETINGS	.00	.00		.00	525.00	525.00	525.00
LIBRARY TECH SUPPLIES	.00	.00		.00	100.00	100.00	100.00
DIV OF HUMANITIES SALARIES	78,954.42	78,954.42	56,259.18	22,695.24	232,428.00	153,473.58	153,473.58
DIV OF HUMAN. CONTR SERV	.00	.00		.00	350.00	350.00	350.00
DIV OF HUMAN SUPPLIES	1,165.46	1,165.46	799.97	365.49	3,825.00	2,659.54	2,659.54
ART DEPT SALARIES	93.14	93.14	6819.45	2727.78	24,550.00	15,002.77	15,002.77
ART DEPT SUPPLIES	.00	.00	112.81	19.67 CR	600.00	506.86	506.86

Account	Total Expenditures	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
MUSIC DEPT SALARIES	14,320.88	14,320.88	10,229.20	4,091.68	49,100.00	34,779.12	34,779.12
MUSIC DEPT CONTR SERV	145.00	145.00	145.00	.00	1,200.00	1,055.00	1,055.00
MUSIC DEPT SUPPLIES	667.32	667.32	640.84	26.48	1,450.00	782.68	782.68
MUSIC DEPT CONF & MEETINGS	.00	.00	.00	.00	100.00	100.00	100.00
DIV OF MATH SCI SALARIES	63,133.42	63,133.42	45,095.30	18,038.12	180,836.00	117,702.58	117,702.58
DIV OF MATH SCI FED WORK STUDY	26,495.50	26,495.50	1,900.50	749.00	6,300.00	3,650.50	3,650.50
DIV OF MATH SCI CONTR SERV	.00	.00	.00	.00	1,000.00	1,000.00	1,000.00
DIV OF MATH SCI SUPPLIES	3,092.24	3,092.24	2,439.10	653.14	10,850.00	7,757.76	7,757.76
DIV OF MED LAB TECH SALARIES	18,853.78	18,853.78	14,892.22	3,961.56	47,539.00	28,685.22	28,685.22
DIV OF MED LAB TECH CONTR SERV	285.93	285.93	285.93	.00	1,500.00	1,214.07	1,214.07
MED LAB TECH SUPPLIES	6,748.72	6,748.72	5,505.34	1,243.38	12,390.00	5,641.28	5,641.28
MED LAB TECH CONF & MEETINGS	166.80	166.80	66.00	100.80	820.00	653.20	653.20
DIV OF ADN SALARIES	41,478.56	41,478.56	33,358.22	8,120.34	87,507.00	46,028.44	46,028.44
ADN OFC SALARIES	4,935.78	4,935.78	4,038.36	897.42	10,769.00	5,833.22	5,833.22
ADN CONTR SERV	405.93	405.93	405.93	.00	404.00	1.93 CR	1.93 CR
ADN SUPPLIES	782.86	782.86	708.01	74.85	4,005.00	3,222.14	3,222.14
ADN CONF & MEETINGS	168.50	168.50	168.50	.00	800.00	631.50	631.50
DIV OF LPN SALARIES	21,767.55	21,767.55	16,745.53	5,022.02	60,264.00	38,496.45	38,496.45
DIV OF LPN CONTR SERV	275.93	275.93	250.93	25.00	250.00	25.93 CR	25.93 CR
LPN SUPPLIES	1,015.67	1,015.67	901.13	114.54	3,175.00	2,159.33	2,159.33
LPN CONF & MEETINGS	75.00	75.00	.00	75.00	450.00	375.00	375.00
DIV OF RAD TECH SALARIES	11,951.55	11,951.55	9,757.05	2,194.50	26,335.00	14,383.45	14,383.45
RAD TECH CONTR SERV	2,719.99	2,719.99	1,789.99	930.00	3,012.00	292.01	292.01
RAD TECH SUPPLIES	358.59	358.59	267.40	91.19	2,615.00	2,256.41	2,256.41
RAD TECH CONF & MEETINGS	1,114.90	1,114.90	980.10	134.80	1,620.00	505.10	505.10
DIV OF PHYS ED SALARIES	13,135.50	13,135.50	9,382.50	3,753.00	45,036.00	31,900.50	31,900.50
PHYS ED CONTR SERV	540.75	540.75	540.75	.00	1,500.00	959.25	959.25
PHYS ED SUPPLIES	380.61	380.61	346.88	33.73	800.00	419.39	419.39
PHYS ED CONF & MEETINGS	.00	.00	.00	.00	300.00	300.00	300.00
DIV OF NURSING ASST CONTR SERV	.00	.00	.00	.00	200.00	200.00	200.00
DIV OF NURSING ASST SUPPLIES	133.89	133.89	42.16	91.73	350.00	216.11	216.11
NURSING ASST CONF & MEETINGS	.00	.00	.00	.00	100.00	100.00	100.00
INSTR ADMIN SECR SALARIES	17,601.40	17,601.40	14,401.14	3,200.26	38,403.00	20,801.60	20,801.60
INSTR ADMIN FED WORK STUDY	4,615.36	4,615.36	3,439.54	1,175.82	13,000.00	8,384.64	8,384.64
WORKROOM FED WORK STUDY	2,204.28	2,204.28	1,721.88	482.40	7,250.00	5,045.72	5,045.72
WORKROOM CONTR SERV	5,272.25	5,272.25	5,116.00	156.25	5,300.00	27.75	27.75
UNALLOCATED CONTR	187.17	187.17	187.17	.00	1,800.00	1,612.83	1,612.83

Account	Total Expenditures	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
FACULTY OFC SUPPLIES	138.50	138.50	110.26	28.24	900.00	761.50	761.50
INSTITU COMMITTEES SUPPLIES	556.28	556.28	554.56	1.72	300.00	256.28 CR	256.28 CR
WORKROOM SUPPLIES	830.69	830.69 CR	640.55	190.14 CR	1,000.00	1,830.69	1,830.69
PUB INFO ADMIN SALARIES	14,627.25	14,627.25	11,967.75	2,659.50	31,914.00	17,286.75	17,286.75
PUB INFO SECR SALARIES	839.37	839.37	661.62	177.75	2,000.00	1,160.63	1,160.63
PUB INFO SUPPLIES	17,426.91	17,426.91	15,911.38	1,515.53	73,300.00	55,873.09	55,873.09
PUB INFO CONF & MEETINGS	261.00	261.00	223.00	38.00	1,000.00	739.00	739.00
ASST DEAN ARTS & SOC SCI SALARY	14,866.50	14,866.50	12,163.50	2,703.00	32,436.00	17,569.50	17,569.50
PART TIME OVERLOAD	8,461.57	8,461.57	8,261.57	200.00	36,350.00	27,888.43	27,888.43
NIGHT PREMIUMS	100.00	100.00	100.00	.00		100.00 CR	100.00 CR
SUMMER SALARIES	48,399.26	48,399.26	48,399.26	.00	43,000.00	5,399.26 CR	5,399.26 CR
SECR SALARIES	5,546.08	5,546.08	4,537.66	1,008.42	12,101.00	6,554.92	6,554.92
FED WORK STUDY	686.74	686.74	569.49	117.25	1,340.00	653.26	653.26
SUPPLIES	276.95	276.95	235.73	41.22	900.00	623.05	623.05
CONF & MEETINGS	140.67	140.67	42.27	98.40	1,550.00	1,409.33	1,409.33
ASST DEAN BUS & TECH SALARY	15,648.90	15,648.90	12,803.64	2,845.26	34,143.00	18,494.10	18,494.10
PART TIME OVERLOAD	15,970.00	15,970.00	15,151.00	819.00	96,300.00	80,330.00	80,330.00
NIGHT PREMIUMS	400.00	400.00	400.00	.00		400.00 CR	400.00 CR
SUMMER SALARIES	42,282.68	42,282.68	42,282.68	.00	54,200.00	11,917.32	11,917.32
SECR SALARIES	6,407.50	6,407.50	5,242.50	1,165.00	13,980.00	7,572.50	7,572.50
SUPPLIES	247.89	247.89	209.89	38.00	1,000.00	752.11	752.11
CONF & MEETINGS	292.65	292.65	292.65	.00	1,900.00	1,607.35	1,607.35
ASST DEAN COMM & EXTEN SERV SALARY	14,600.98	14,600.98	11,992.82	2,608.16	31,298.00	16,697.02	16,697.02
INSTR SALARIES	33,632.14	33,632.14	29,839.84	3,792.30	100,000.00	66,367.86	66,367.86
COMM SERV COORDINATORS	2,512.50	2,512.50	1,337.50	1,175.00	4,000.00	1,487.50	1,487.50
SECR SALARIES	3,064.05	3,064.05	2,538.86	525.19	7,878.00	4,813.95	4,813.95
FED WORK STUDY	1,016.71	1,016.71	793.94	222.77	2,512.00	1,495.29	1,495.29
CONTR SERV	485.00	485.00	285.00	200.00	4,000.00	3,515.00	3,515.00
SUPPLIES	1,535.09	1,535.09	1,221.15	313.94	3,000.00	1,464.91	1,464.91
CONF & MEETINGS	257.80	257.80	113.80	144.00	2,000.00	1,742.20	1,742.20
DIRECTOR HEALTH & NAT SCI SALARY	11,683.43	11,683.43	9,183.43	2,500.00	30,000.00	18,316.57	18,316.57
PART TIME OVERLOAD	17,372.00	17,372.00	12,460.68	4,911.32	47,195.00	24,823.00	24,823.00
NIGHT PREMIUMS	200.00	200.00	200.00	.00		200.00 CR	200.00 CR
SUMMER SALARIES	14,746.92	14,746.92	14,736.92	10.00	14,608.00	198.99 CR	198.99 CR

Account	Total Expenditures	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
HEALTH FED WORK STUDY	2519.16	2519.16	2009.97	509.19	5360.00	2840.84	2840.84
CONTR SERV		.00		.00	200.00	200.00	200.00
SUPPLIES	212.70	212.70	208.38	4.32	800.00	587.30	587.30
CONF & MEETINGS	145.00	145.00	70.00	75.00	1300.00	1155.00	1155.00
ACADEMIC SKILLS SALARIES	16089.64	16089.64	11492.60	4597.04	48330.00	32240.36	32240.36
ACADEM SKILLS FED WORK STUDY	2200.88	2200.88	1740.28	460.60	6807.00	4606.12	4606.12
ACADEM SKILLS CONTR SERV	12.00	12.00	12.00	.00	500.00	488.00	488.00
ACADEM SKILLS SUPPLIES	280.98	280.98	251.90	29.08	2000.00	1719.02	1719.02
DEAN OF INSTR SALARY	18483.63	18483.63	15122.97	3360.66	40328.00	21844.37	21844.37
DEAN OF INSTR SECR SALARY	7103.25	7103.25	5811.75	1291.50	15498.00	8394.75	8394.75
STUDENT TUTORS	117.25	117.25	80.40	36.85	2000.00	1882.75	1882.75
DEAN OF INSTR SUPPLIES	341.53	341.53	325.52	16.01	2000.00	1658.47	1658.47
DEAN OF INSTR CONF & MEETINGS	206.70	206.70	147.70	59.00	1000.00	793.30	793.30
LRC PROF SALARIES	27124.94	27124.94	20772.10	6352.84	76234.00	49109.06	49109.06
LRC SECR SALARIES	10783.68	10783.68	8823.00	1960.68	23528.00	12744.32	12744.32
LRC FED WORK STUDY	4825.48	4825.48	3788.69	1036.79	12809.00	7983.52	7983.52
LRC CONTR SERV	1673.72	1673.72	1394.98	278.74	4500.00	2826.28	2826.28
XEROX SUPPLIES	61.09	61.09	514.47	453.38 CR	2000.00	1938.91	1938.91
LIBRARY SUPPLIES	7191.62	7191.62	7124.62	67.00	12040.00	4848.38	4848.38
A V SUPPLIES	955.12	955.12	822.71	132.41	7350.00	6394.88	6394.88
LIBRARY BOOKS	10301.78	10301.78	9461.76	840.02	25000.00	14698.22	14698.22
LRC CONF & MEETINGS	347.28	347.28	152.20	195.08	726.00	378.72	378.72
ADM & REC PROF SALARIES	14110.25	14110.25	11534.63	2575.62	30786.00	16675.75	16675.75
ADM & REC SECR SALARIES	22186.06	22186.06	18152.22	4033.84	48406.00	26219.94	26219.94
ADM & REC FED WRK STUDY	4860.78	4860.78	4086.12	774.66	10958.00	6097.22	6097.22
ADM & REC CONTR SERV	1453.98	1453.98	1386.18	67.80	2225.00	771.02	771.02
ADM & REC SUPPLIES	4943.71	4943.71	4822.33	121.38	6800.00	1856.29	1856.29
ADM & REC CONF & MEETINGS		.00		.00	750.00	750.00	750.00
COUNSELING SALARIES	28027.37	28027.37	22682.97	5344.40	64133.00	36105.63	36105.63
COUNSELING SECR SALARIES	5546.28	5546.28	4537.86	1008.42	12101.00	6554.72	6554.72
HEALTH SERV SUPPLIES		.00		.00	300.00	300.00	300.00
FIN AIDS PROF SALARIES	14527.34	14527.34	11886.00	2641.34	31696.00	17168.66	17168.66
FIN AIDS SECR SALARIES	10562.28	10562.28	8641.86	1920.42	23045.00	12482.72	12482.72
STUDENT SERV ADMIN SALARIES	17473.04	17473.04	14295.96	3177.08	38125.00	20651.96	20651.96
STUDENT SERV SECR SALARIES	7070.25	7070.25	5784.75	1285.50	15426.00	8355.75	8355.75
STUDENT SERV FED WORK STUDY	22500.52	22500.52	18062.62	4437.90	45100.00	22589.48	22589.48
COACHING SALARIES	4155.00	4155.00	3330.00	825.00	11850.00	7695.00	7695.00



Account	Total Expenditures	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
STUDENT SERV CONTR SERV	655.36	655.36	655.36	.00	800.00	144.64	144.64
STUDENT SERV SUPPLIES	4555.26	4555.26	4271.22	284.04	12800.00	8244.74	8244.74
COMMENCEMENT	1390.60	1390.60	1326.05	64.55	6000.00	4609.40	4609.40
STUDENT SERV CONF & MEETINGS	1190.76	1190.76	1115.76	75.00	4620.00	3429.24	3429.24
STUDENT RECRUITMENT	390.05	390.05	219.04	171.01	1500.00	1109.95	1109.95
PUB SERV SALARIES		.00		.00	4600.00	4600.00	4600.00
PUB SERV CONTR SERV		.00		.00	2800.00	2800.00	2800.00
PUB SERV SUPPLIES		.00		.00	7500.00	7500.00	7500.00
SERVICE STAFF SALARIES	147983.14	147983.14	121804.41	26178.73	331325.00	183341.86	183341.86
MAINT FED WORK STUDY BOYS	22766.62	22766.62	18701.37	4065.25	82000.00	59233.38	59233.38
MATRONS FED WORK STUDY	6901.83	6901.83	5736.14	1165.69		6901.83 CR	6901.83 CR
MAINT CONTR SERV	16705.49	16705.49	15028.21	1677.28	42500.00	25794.51	25794.51
SERVICE EQUIPMENT		.00		.00	17756.00	17756.00	17756.00
GAS	37190.22	37190.22	28896.49	8293.73	147500.00	110309.78	110309.78
TELEPHONE	11896.28	11896.28	12178.09	281.81 CR	31000.00	19103.72	19103.72
PRES OFC ADMIN SALARIES	25111.13	25111.13	20545.47	4565.66	54788.00	29676.87	29676.87
PRES SECR SALARY	8133.15	8133.15	6654.39	1478.76	17745.00	9611.85	9611.85
PRES OFC FED WORK STUDY	1748.67	1748.67	1468.95	279.72	3484.00	1735.33	1735.33
PRES OFC CONTR SERV	150.00	150.00	150.00	.00	1000.00	850.00	850.00
PRES OFC SUPPLIES	973.56	973.56	850.25	123.31	2500.00	1526.44	1526.44
PRES OFC CONF & MEETINGS	971.69	971.69	856.76	114.93	2500.00	1528.31	1528.31
SPECIAL AFFAIRS	740.90	740.90	698.20	42.70	2500.00	1759.10	1759.10
PRES OTHER EXP	2832.50	2832.50	2532.50	300.00	5000.00	2167.50	2167.50
BUS OFC ADMIN SALARIES	20592.44	20592.44	16848.36	3744.08	44929.00	24336.56	24336.56
BUS OFC PROF SALARIES	7827.79	7827.79	6432.95	1394.84	16738.00	8910.21	8910.21
BUS OFC SECR SALARIES	31613.94	31613.94	25865.94	5748.00	68976.00	37362.06	37362.06
BUS OFC CONTR SERV	5427.97	5427.97	5427.97	.00	5500.00	72.03	72.03
BUS OFC SUPPLIES	3252.80	3252.80 CR	180.26	3433.06 CR	7500.00	10752.80	10752.80
BUS OFC CONF & MEETINGS	615.42	615.42	545.42	70.00	2550.00	1934.58	1934.58
LEGAL CONTR	4809.65	4809.65	3318.70	1490.95	10000.00	5190.35	5190.35
OTHER BOARD SUPPLIES	243.06	243.06	243.06	.00	2000.00	1756.94	1756.94
BOARD CONF & MEETINGS	1223.21	1223.21	575.41	647.80	3000.00	1776.79	1776.79
INSTITU SECR SALARIES	5682.71	5682.71	4637.00	1045.71	12286.00	6603.29	6603.29
SWITCHBOARD FED WORK STUDY	1573.24	1573.24	1279.24	294.00	3685.00	2111.76	2111.76
CONTINGENCY FED WORK STUDY	2745.32	2745.32	2425.40	319.92	4448.00	1702.68	1702.68
GROUP MED & LIFE INS	136131.44	136131.44	118208.49	17922.95	250200.00	114068.56	114068.56
TUITION REIMBURSEMENT	166.75	166.75	132.75	34.00	5500.00	5333.25	5333.25

Account	Total Expenditures	To Date	Prev. Mo. To Date	This MO.	Budget	Unexpended	Unencumbered
RELOCATION EXPENSE	500.00	500.00	500.00	.00		500.00 CR	500.00 CR
UNALLOCATED CONTR	869.88	869.88	690.08	179.80	2400.00	1530.12	1530.12
IN SERVICE TRAINING	213.95	213.95	213.95	.00	2500.00	2286.05	2286.05
FACULTY ASSN SUPPLIES	31.21	31.21	26.99	4.22	200.00	168.79	168.79
POSTAGE	12500.03	12500.03	4502.60	7997.43	40000.00	27499.97	27499.97
PUBLICATIONS & DUES	4382.51	4382.51	3301.69	1080.82	11000.00	6617.49	6617.49
ADVERTISING	461.97	461.97	240.65	221.32	500.00	38.03	38.03
RECRUITMENT	883.46	883.46	883.46	.00	2500.00	1616.54	1616.54
GENERAL INSURANCE	12698.00	12698.00	12698.00	.00	17500.00	4802.00	4802.00
EQUIPMENT	5271.11	5271.11	5271.11	.00	170166.00	164894.89	164894.89
VOC ED EQUIPMENT	32760.24	32760.24	15800.24	16960.00		32760.24 CR	32760.24 CR
AFFIRM ACTION CONTR SERV		.00		.00	300.00	300.00	300.00
AFFIRM ACTION SUPPLIES		.00		.00	100.00	100.00	100.00
AFFIRM ACTION CONF & MEETINGS		.00		.00	300.00	300.00	300.00
INSTITU RES SUPPLIES	38.64	38.64	38.64	.00	1300.00	1261.36	1261.36
DATA PROC PROF SALARIES	26890.87	26890.87	21993.23	4897.64	58671.00	31780.13	31780.13
DATA PROC FED WORK STUDY	2624.69	2624.69	2209.30	415.39	6365.00	3740.31	3740.31
DATA PROC CONTR SERV	21037.05	21037.05	20838.05	199.00	32100.00	11062.95	11062.95
DATA PROC SUPPLIES	3037.63	3037.63	2667.50	370.13	8100.00	5062.37	5062.37
DATA PROC CONF & MEETINGS	72.68	72.68	72.68	.00	1500.00	1427.32	1427.32
DATA PROC EQUIP RENTAL	51291.69	51291.69	42713.47	8578.22	117250.00	65958.31	65958.31
PLANNING & DEVEL PROF SALARIES	14371.50	14371.50	11758.50	2613.00	31356.00	16984.50	16984.50
PL & DEVEL SECR SALARIES	5200.25	5200.25	4254.75	945.50	11346.00	6145.75	6145.75
PL & DEVEL CONTR SERV		.00		.00	300.00	300.00	300.00
PL & DEVEL SUPPLIES	323.38	323.38	313.77	9.61	1000.00	676.62	676.62
PL & DEVEL CONF & MEETINGS	49.90	49.90	49.90	.00	850.00	800.10	800.10
TUITION CHARGE BACK	14225.08	14225.08	12465.04	1760.04	25000.00	10774.92	10774.92
CONTINGENCIES		.00		.00	53120.00	53120.00	53120.00

1,798,753.44 T 1,798,753.44 T 1,467,983.69 T 330,769.75 T 4,610,703.00 T 281,949.56 T 281,949.56 T

BUILDING FUND

Account	Total Expenditures	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
MAINT & BLDG SUPPLIES	4,971.96	4,971.96	4,379.11	592.85	58,000.00	53,028.04	53,028.04
MAINT CONF & MEETINGS	455.52	455.52	48.72	406.80	2,550.00	2,094.48	2,094.48
ELECTRICITY	71,453.24	71,453.24	71,453.24	.00	234,600.00	163,146.76	163,146.76
RENTAL CHARGES	238.00	238.00	238.00	.00	1,000.00	762.00	762.00
CONTINGENCIES		.00		.00	25,000.00	25,000.00	25,000.00
	77,118.72 T	77,118.72 T	76,119.07 T	999.65 T	321,150.00 T	244,031.28 T	244,031.28 T

SITE AND CONSTRUCTION FUND

SITE IMPROVEMENT	8,665.75	8,665.75	8,665.75	.00	15,000.00	6,334.25	6,334.25
BLDG IMPROVEMENTS		.00		.00	220,000.00	220,000.00	220,000.00
ENERGY MANAGEMENT GRANT	60,763.83	60,763.83	16,491.60	44,272.23		60,763.83 CR	60,763.83 CR
INSTR EQUIPMENT		.00		.00	5,000.00	5,000.00	5,000.00
SERVICE EQUIPMENT		.00		.00	5,000.00	5,000.00	5,000.00
OTHER CAPITAL OUTLAY		.00		.00	5,000.00	5,000.00	5,000.00
	69,429.58 T	69,429.58 T	25,157.35 T	44,272.23 T	250,000.00 T	180,570.42 T	180,570.42 T

BOND AND INTEREST #1

DEBT PRINCIPAL RETIREMENT	250,000.00	250,000.00		250,000.00	250,000.00	.00	.00
INTEREST	9,250.00	9,250.00		9,250.00	13,875.00	4,625.00	4,625.00
FEES	130.00	130.00		130.00	500.00	370.00	370.00
	259,380.00 T	259,380.00 T	.00 T	259,380.00 T	264,375.00 T	4,995.00 T	4,995.00 T

WORKING CASH FUND

MISC EXPENSE		.00		.00	1,000.00	1,000.00	1,000.00
	.00 T	.00 T	.00 T	.00 T	1,000.00 T	1,000.00 T	1,000.00 T

INSURANCE FUND

WORKMENS COMP	16,825.33	16,825.33	16,837.45	12.12 CR	14,000.00	2,825.33 CR	2,825.33 CR
UNEMPLOYMENT COMP	2,443.96	2,443.96	2,500.21	56.25 CR	18,000.00	15,556.04	15,556.04
TORT LIABILITY	13,180.00	13,180.00	13,768.00	588.00 CR	14,000.00	820.00	820.00
AUDIT COSTS	12,250.00	12,250.00	250.00	12,500.00	12,000.00	250.00 CR	250.00 CR
	44,699.29 T	44,699.29 T	32,855.66 T	11,843.63 T	58,000.00 T	13,300.71 T	13,300.71 T

## REVENUE REPORT

## EDUCATIONAL FUND

Account	Total Receipts	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
1983 TAXES	441,912.91	441,912.91	358,654.94	83,257.97	456,789.00	14,876.09	14,876.09
1984 TAXES		.00		.00	900,375.00	900,375.00	900,375.00
CHARGE BACK REVENUE	1,366.02	1,366.02	1,237.86	128.16	120,000.00	10,633.98	10,633.98
STATE APPORTIONMENT	687,770.00	687,770.00	343,885.00	343,885.00	1,375,540.00	687,770.00	687,770.00
VOC ED REG REIMB	20,518.51	20,518.51	20,518.51	.00	118,000.00	97,481.49	97,481.49
VOC ED EQUIP REIMB		.00		.00	50,000.00	50,000.00	50,000.00
CORP PERS PROP TAX REPL	90,399.75	90,399.75	90,399.75	.00	87,074.00	3,325.75 CR	3,325.75 CR
STATE WORK STUDY		.00		.00	1.00	1.00	1.00
FEDERAL WORK STUDY	69,481.35	69,481.35	44,833.33	24,648.02	170,658.00	101,176.65	101,176.65
OTHER FEDERAL SOURCES	3,308.59	3,308.59	3,308.59	.00	2,000.00	1,308.59 CR	1,308.59 CR
SUMMER TUITION	140,643.04	140,643.04	140,643.04	.00	138,875.00	1,768.04 CR	1,768.04 CR
FALL TUITION	250,000.00	250,000.00	50,000.00	200,000.00	603,475.00	353,475.00	353,475.00
SPRING TUITION		.00		.00	589,050.00	589,050.00	589,050.00
GRADUATION FEES	1,580.00	1,580.00	1,530.00	50.00	1,000.00	580.00 CR	580.00 CR
TRANSCRIPT FEES	309.00	309.00	261.00	48.00	1,100.00	791.00	791.00
LAB FEES	4,921.00	4,921.00	4,921.00	.00	32,500.00	27,579.00	27,579.00
PUB SERV INCOME		.00		.00	14,900.00	14,900.00	14,900.00
INTEREST ON INVESTMENTS	43,987.76	43,987.76	33,366.58	10,621.18	75,000.00	31,012.24	31,012.24
OTHER REVENUE	20,521.56	20,521.56	16,591.46	3,930.10	30,000.00	9,478.44	9,478.44
	1,776,719.49 T	1,776,719.49 T	1,110,151.06 T	666,568.43 T	4,658,337.00 T	2,881,617.51 T	2,881,617.51 T

## BUILDING FUND

1983 TAXES	110,471.39	110,471.39	89,657.55	20,813.84	117,868.00	7,396.61	7,396.61
1984 TAXES		.00		.00	110,250.00	110,250.00	110,250.00
CORP PERS PROP TAX REPL	22,599.94	22,599.94	22,599.94	.00	21,768.00	831.94 CR	831.94 CR
INTEREST ON INVESTMENTS		.00		.00	100.00	100.00	100.00
MISC REVENUE	2,461.00	2,461.00	1,301.00	1,160.00	1,200.00	1,261.00 CR	1,261.00 CR
	135,532.33 T	135,532.33 T	113,558.49 T	21,973.84 T	251,186.00 T	115,653.67 T	115,653.67 T

SITE AND CONSTRUCTION FUND

Account	Total Receipts	To Date	Prev. Mo. To Date	This Mo.	Budget	Unexpended	Unencumbered
CONTRIBUTIONS AND GRANTS		.00		.00	47,000.00	47,000.00	47,000.00
INTEREST ON INVESTMENTS	49,727.79	49,727.79	30,516.42	19,211.37	75,000.00	25,272.21	25,272.21
SALE OF KITCHEN EQUIPMENT	26,618.01	26,618.01	26,618.01	.00		26,618.01 CR	26,618.01 CR
	76,345.80 T	76,345.80 T	57,134.43 T	19,211.37 T	122,000.00 T	45,654.20 T	45,654.20 T

BOND AND INTEREST #1

1983 TAXES	112,690.97	112,690.97	72,389.96	40,301.01	116,481.00	3,790.03	3,790.03
1984 TAXES		.00		.00	114,461.00	114,461.00	114,461.00
PERS PROP TX REPL	33,433.00	33,433.00	33,433.00	.00	33,433.00	.00	.00
INTEREST ON INVESTMENTS	15,520.10	15,520.10	1,771.61	13,748.49	15,000.00	520.10 CR	520.10 CR
	161,644.07 T	161,644.07 T	107,594.57 T	54,049.50 T	279,375.00 T	117,730.93 T	117,730.93 T

BOND AND INTEREST #4

INTEREST ON INVESTMENTS	913.99	913.99	732.20	181.79		913.99 CR	913.99 CR
	913.99 T	913.99 T	732.20 T	181.79 T	.00 T	913.99 CR	913.99 CR

WORKING CASH FUND

INTEREST ON INVESTMENTS		.00		.00	70,000.00	70,000.00	70,000.00
	.00 T	.00 T	.00 T	.00 T	70,000.00 T	70,000.00 T	70,000.00 T

INSURANCE FUND

1983 TAXES	33,510.61	33,510.61	21,526.00	11,984.61	34,640.00	1,129.39	1,129.39
1984 TAXES		.00		.00	25,725.00	25,725.00	25,725.00
INTEREST ON INVESTMENTS	3,341.06	3,341.06	2,606.64	734.42		3,341.06 CR	3,341.06 CR
	36,851.67 T	36,851.67 T	24,132.64 T	12,719.03 T	60,365.00 T	23,513.33 T	23,513.33 T

SAUK VALLEY COLLEGE

APPROVED BY

Kay Fisher

PRESIDENT

David W. Mandigore

SECRETARY

DATE 12/17/84