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August 9, 2012

**NOTICE OF MEETING**

GATEWAY TECHNICAL COLLEGE  
DISTRICT BOARD  
Regular Meeting  
August 16, 2012 – 8:00 a.m.  
Elkhorn Campus – Room 112  
400 County Road H, Elkhorn, Wisconsin

The Gateway Technical College District Board will hold its regular meeting on Thursday, August 16, 2012, 8:00 a.m. at the Elkhorn Campus, 400 County Road H, Room 112, Elkhorn, Wisconsin. The agenda is included.

Bryan D. Albrecht, Ed.D.  
President

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**  
 Regular Meeting – August 16, 2012 – 8:00 a.m.  
 Elkhorn Campus, 400 County Road H, Room 112, Elkhorn, Wisconsin

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# Our Positive Core

## Gateway Technical College District Board

- ▣ *Our shared strengths as a Board that we draw upon to do our work:*
  - Belief in the value of Gateway Technical College
  - Commitment to our community
  - Common sense of mission
  - Mutual respect
  - Sense of humor
  - Openmindedness & willingness to question

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Regular Meeting

August 16, 2012 – 8:00 a.m.  
Elkhorn Campus  
400 County Road H - Room 112  
Elkhorn, Wisconsin

- I. CALL TO ORDER
  - A. Open Meeting Compliance

- II. ROLL CALL

Todd Battle	_____
Ram Bhatia	_____
Gary Olsen	_____
Scott Pierce	_____
Leslie Scherrer	_____
Neville Simpson	_____
Jenny Trick	_____
Roger Zacharias	_____
Pamela Zenner-Richards	_____



III. APPROVAL OF AGENDA

---Items on the Consent Agenda for discussion

IV. Approval of Minutes

A. June 21, 2012 – Regular Meeting

B. July 9, 2012 – Organizational Meeting

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Regular Meeting

June 21, 2012

The Gateway Technical College District Board met on June 21, 2012 at the Kenosha campus. The meeting was called to order at 8:00 a.m. by Roger Zacharias, Chairperson.

**Open Meeting Compliance**

M. Gray confirmed the meeting was duly noticed in accordance with state statutes for open meeting compliance.

In attendance were Todd Battle, Ram Bhatia, Gary Olsen, Scott Pierce, Neville Simpson, Jenny Trick, Roger Zacharias, and Pamela Zenner-Richards. Leslie Scherrer was excused. Also in attendance were Bryan Albrecht, Misty Gray, Kendra Hauch, and 16 citizens/reporters.

**Approval of Agenda**

It was moved by G. Olsen, seconded by S. Pierce and carried to approve the agenda.

**Approval of Minutes**

It was moved by R. Bhatia, seconded by P. Zenner-Richards and carried to approve the minutes of the May 14, 2012 meeting.

It was moved by R. Bhatia, seconded by P. Zenner-Richards and carried to approve the minutes of the May 17, 2012 meeting.

**Citizen Comments**

There were no citizen comments.

**Chairperson's Report  
Board Retreat Planning**

The Board retreat is scheduled for July 9 after the organizational meeting. The committee appointments for the District Boards Association will be made at the organizational meeting.

L. Scherrer arrived at 8:05 a.m.

**President's Report**

B. Albrecht provided a report which included: Gateway as Leader, Enrollment, Learning Innovation Division (LID), Workforce and Economic Development (WEDD), Academic and Campus Affairs, Human Resources, Business Office, and Community and Government Relations. Discussion included:

- Recognition of Erik Ogren, Welding Instructor and Clairista Phifer, Barber/Cosmetology Instructor who are participating in their Gateway Journey.
- Workforce Paradox meeting was held May 30 at iMET.
- June's radio show discussion was on economic development and jobs. Guests on the show were Todd Battle from KABA, Gordy Kacala from RCEDC, and Mike Van Den Bosch from WCEDA.
- On October 2, Gateway will host the first AACC National Summit on sustainability in partnership with Snap-on;
- For the third year in a row, Gateway has been recognized as one of the best places to work in the large employers category for the Milwaukee Journal Sentinel Top Employee Award.

## **Introduction of New Foundation Director**

Jennifer Charpentier is the new Foundation Director for the college. J. Charpentier started on May 21 and has worked as a fundraising executive for more than 12 years, most recently with the Girl Scouts

## **Year-End Foundation Update**

- Overall fundraising to date is \$737,793.
- Increased golfers and sponsorships for an increase over last year of approximately \$9,000.
- Thirteen high school scholarships were given out this spring to incoming student.
- Scholarship applications for continuing students are open until October 12, 2012.
- Working on recruiting board members.
- Annual meeting scheduled for September 11, 2012.

It was moved by S. Pierce, seconded by L. Scherrer and carried that Resolution B-2012 C.1 be discussed before Resolution F-2012-2013 A.2.

## **Operational Agenda**

### **Action Agenda**

#### **B-2012 C.1 – Strategic Facility Planning Guide for State Submission – Fiscal Years 2012-13, 2013-14, and 2014-15**

John Thielen, Racine campus facilities director; Larry Paruszkiewicz, Elkhorn/Burlington facilities director; and Mike Piccolo, Kenosha campus facilities director provided an update for each of the campuses.

J. Thielen – Racine campus

- Expansion of iMET.
- Student admissions moving to the third floor of the Conference Center.
- GED, ELL, tutoring, and support center move to the Lake Building first floor, so those services can be offered at one location.
- Bookstore moving to the first floor of the Conference Center.
- The old bookstore location will be the new Iron Chef demonstration room.

Larry Paruszkiewicz – Elkhorn/Burlington campus

- Renovating the South Building.
- Expansion for the new Vet Tech program.
- Roof replacement, HVAC replacement, and some electrical work.
- Window replacement in the North Building.

Mike Piccolo – Kenosha campus

- Mechanical systems upgrades.
- Parking lot improvements and resurfacing.
- Remodeling of energy labs, T103 and T107.
- Geothermal project at the Center for Sustainable Living.

It was moved by P. Zenner-Richards, seconded by G. Olsen and carried that the three year strategic facility planning guide be approved for state submission.

#### **Resolution F-2012-2013 A.2 – Awarding the Sale of \$6,500,000 General Obligation Promissory Notes, Series 2012-2013A – iMET Building Expansion, District Wide Building Improvements and Equipment**

John Mehan, Managing Director from R W Baird, provided a final resolution and pricing summary (Attachment A). He noted that Gateway's Moody's rating is Aaa, which is an excellent rating. The sale was awarded to Hutchinson, Shockey, Erley & Co., with an interest rate for this issue of 2.3050% (Attachment B).

It was moved by G. Olsen, seconded by P. Zenner-Richards and carried unanimously by roll call vote to approve Resolution F-2012-2013 A.2 awarding the sale of \$6,500,000 general obligation promissory notes, series 2012-2013A.

**Bid #1378 - Gourmet Dining Room/Student Commons Glazing, Lake Building, Racine Campus**

Approved contract to provide all labor and materials for the project to Riley Construction, Kenosha, Wisconsin, for a total contract value of \$27,350 with architect fees of \$5,150 for a total of \$32,500.

It was moved by R. Bhatia, seconded by S. Pierce and carried to approve Bid #1378.

**Bid #1387 – iMET Center Expansion Project, Bid Package One, Sturtevant, WI**

Approved contract to provide all construction manager services for the iMET Center Expansion Project, Bid Package One and all associated work required for this project based on the subcontractor bids received to Riley Construction, Kenosha, Wisconsin, for a total Bid Package One contract value of \$1,072,618.

It was moved by G. Olsen, seconded by P. Zenner-Richards and carried to approve Bid #1387.

**Operational Agenda**

**Consent Agenda**

It was moved by P. Zenner-Richards, seconded by S. Pierce and carried that the Board approve the following items in the consent agenda.

**Financial Statement and Expenditures over \$2,500**

Approved the financial statement and expenditures as of May 31, 2012.

**Cash and Investment Schedules**

Approved the monthly cash reconciliation, investment schedule, and investment report.

**Personnel Report**

Approved the personnel report of two (2) employment approvals-new hires/transfers/promotions; twenty-one (21) retirements; four (4) resignations; and seven (7) employment approvals-casual, non-instructional.

**Grant Awards**

Approved three mini-grants from the Wisconsin Technical College System and one grant award from Higher Education for Development.

**Application Approval**

Approved Welder Fabricator Apprenticeship program application to be submitted to the Wisconsin Technical College System for approval to offer the program.

**Contracts for Instructional Delivery**

Approved the contracts for instructional delivery report for May 2012.

**Advisory Committee Activity Report**

Approved the advisory committee 2011-12 meeting schedule and new members as of June 1, 2012.

**Board Policy Monitoring**

Approved the report for Policies 1.14, 2.1, and 2.4.

**Policy Governance Monitoring Reports**

**Ends Statement Monitoring**

**Ends Statement #2 – Vision for iMET - Gateway provides** innovative and entrepreneurial programs and services that align with the educational, economic, and tri-county community needs for students' regional and global competitiveness. Lauri Howard provided the following information:

iMET Center will include:

- State of the art facility and equipment – equipment will be on wheels for flexibility
- Business Solutions
- Industry Certifications

- Apprenticeship – Industrial Trades
- Boot Camps
- Program Certificates
- Technical Assistance
- Professional Development Workshops and Customized Training
- Most of WEDD will move to iMET at the end of 2012 – Debbie Davidson, VP of Workforce and Economic Development Division; Lauri Howard, Director of Workforce Training; Robin Hoke, WEDD Project Manager, WEDD support staff and faculty, and Apprenticeship Program staff

It was moved by R. Bhatia, seconded by N. Simpson and carried that this report is evidence that the college is making progress on Ends Statement #2.

## **Executive Limitations Monitoring**

### **Policy 3.1.6 – Strategic Plan – Vision 3.2.1**

Anne Whynott provided an update on Vision 3.2.1. Information provided included (Attachment C):

#### **Vision 3.2.1 Development**

- Summer 2011
  - Board retreat
  - Background paper
  - ELC retreat
- Fall 2011
  - Survey of community, students and employees-754 people responded
  - The ELC identified six draft strategic directions
- Spring 2012
  - Listening sessions and survey conducted for each of the goals (Strengths, Opportunities, Aspirations, Results)
  - ELC modified directions and drafted 2-3 goals for each strategic direction
  - ELC identified one college-wide measure for each direction
  - Implementation plan created

#### **Vision 3.2.1 Draft Goals**

- Students will experience educational excellence and academic success.
- Gateway will empower students to attain credentials and find employment in their career field.
- Employees will work together in a college culture of innovation and opportunity.
- Gateway will strategically align programs and services with changing industry needs.
- Gateway will be valued as the community's college and a place of opportunity for all.

#### **Next Steps**

- Summer 2012
  - Finalize strategic directions, goals and measures
- Fall 2012
  - Communicate plan
  - Launch cross-functional teams
  - Teams create action plans, measurable objectives, and timelines
  - Begin implementation of action plans around November 1, 2012

It was moved by S. Pierce, seconded by L. Scherrer and carried that this report is evidence that the college is in compliance with Executive Limitation Policy 3.1.6.

## **Strategic Plan Monitoring - Vision 3.2.1**

### **Year-End Department Reports**

Department year-end reports were provided by the members of the Executive Leadership Council or their designee. The information provided included:

#### **Jayne Herring provided a report on behalf of Stephanie Sklba for Government and Community Relations**

- The Foundation, received contributions from Trane, Snap-on, and SC Johnson.
- Government Relations had many meetings with legislators and tours of our campuses.
- Gateway published the first comprehensive report on its sustainability efforts and extended the Earth Day celebration to all three campuses.
- Marketing focused on communicating through social media outlets such as YouTube, video blogs, Facebook, and electronic newsletters.

#### **Therese Fellner provided a report on behalf of Debbie Davidson for Workforce and Economic Development**

- CNC boot camps continue to be a success.
- Gateway has received over \$250,000 in WAT grants.
- D. Davidson and L. Howard are on the statewide committee for the Dream it! Do it! initiative.
- Gateway is involved in two projects with a university in Oujda, Morocco.

#### **Cyndeann Jennings provided a report on behalf of Zina Haywood for Academic and Campus Affairs**

- Created an Associate Dean Academic Operations position.
- Continued increase in summer enrollment and more programs offering summer courses. In the summer of 2007, there were 130 FTE's and for the summer of 2012, there are 804 FTE's – that is an increase of 518%.
- Opened the first Learning Success Center in Elkhorn which includes ELL, ABE, tutoring, special needs, and testing.
- International Education – 45 students have applied and faculty continue to be interested and are submitting proposals for study abroad.
- The professional model for faculty operations is progressing. Departmental guidelines have been established for every program that outline typical class size, delivery methods, how course sections will be assigned, and other department norms. The faculty evaluation process is nearly complete and will be implemented for the 2012-13 academic year.
- The Academic Strategic Plan is ready for implementation beginning Fall 2012. The goal areas are technology, student success, student experience, retention, learning options, staffing, and faculty development.
- Study Sundays were piloted on the Kenosha campus in Spring 2012 and will be expanded to the Racine and Elkhorn campuses for Fall 2012.

#### **Bane Thomey provided a report on behalf of Mark Zlevor for Administration**

- Eliminated and reduced write-offs and improved timelines of billing statements.
- Implemented E-procurement software tool called SciQuest for facilities, IT, welding, and science purchases.
- The RFP for credit card processing services resulted in a reduction of merchant fees of at least \$80,000/year for each of the last two years.

#### **Bill Whyte provided a report for Human Resources**

- Transitioned from three collective bargaining agreements to a single employee handbook and selected a new healthcare provider.
- Assisted with the reengineering of student services.
- As of now, there have been 74 retirements.

#### **Jeff Robshaw provided a report for the Learning Innovation Division**

- Implemented the virtual desktop initiative.
- Implemented a helpdesk for all centralized technology support.
- Rolled out two new systems - Google and an update to Blackboard 9.1.

#### **John Thibodeau provided a report for Institutional Effectiveness and Student Success**

- Evaluated the success of Vision 2012 and participated in the development of Vision 3.2.1.

- The third version of the Gateway Journey was launched for new employees.
- Staff instituted new financial aid literacy processes.
- 1098T forms are now available online.
- Point of service scanning was implemented in student services.

It was moved by R. Bhatia, seconded by N. Simpson and carried to approve the Strategic Plan Monitoring report.

### **Board Member Community Reports**

There were no community reports.

### **Next Meeting Date and Adjourn**

Organizational Meeting Date – Monday, July 9, 2012, 8:00 a.m., Kenosha Campus

Board Retreat Date – Monday, July 9, 2012, following the organizational meeting, Kenosha Campus

At approximately 10:23 a.m., it was moved by S. Pierce, seconded by G. Olsen and carried unanimously by roll call vote that the Gateway Technical College District Board convene in executive session pursuant to Wisconsin Statutes 19.85(1)(c) to discuss the President's evaluation and contract. The Board reserves the right to reconvene in open session to take action on items discussed in executive session.

At approximately 10:30 a.m., the Board convened in executive session.

At approximately 11:37 a.m., it was moved by T. Battle, seconded by L. Scherrer and carried that the Board reconvene in open session.

It was moved by S. Pierce, seconded by L. Scherrer and by a roll call vote of 8 ayes and 1 nay, carried to renew President Albrecht's contract with an increase to base wage of 3.16% and a one-time performance bonus of \$3,000 for completion of his doctoral degree.

At approximately 11:45 a.m., it was moved by S. Pierce, seconded by R. Bhatia and carried that the meeting adjourn.

Submitted by,

Gary Olsen  
Secretary

RESOLUTION NO. F-2012-2013A.2

RESOLUTION AWARDDING THE SALE OF  
\$6,500,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012-2013A

WHEREAS, the District Board of Gateway Technical College District, Wisconsin (the "District") has, by a resolution adopted May 17, 2012 (the "Authorizing Resolution"), authorized the issuance of General Obligation Promissory Notes, Series 2012-2013A (the "Notes"), pursuant to Section 67.12(12) of the Wisconsin Statutes, in the amount of \$950,000 for the public purpose of financing building remodeling and improvement projects, in the amount of \$5,000,000 for the public purpose of financing the acquisition of movable equipment, and in the amount of \$550,000 for the public purpose of financing the construction of building additions or enlargements, consisting of the iMET Center building expansion in Sturtevant, Wisconsin;

WHEREAS, the Secretary of the District caused Notices to Electors to be published in The Kenosha News on May 22, 2012, in the Journal Times on May 23, 2012 and in the Elkhorn Independent on May 24, 2012 giving notice of adoption of the Authorizing Resolution, identifying where and when the Authorizing Resolution could be inspected, and advising electors of their right to petition for a referendum on the question of the issuance of general obligation promissory notes to finance building remodeling and improvement projects and the acquisition of movable equipment;

WHEREAS, no petition for referendum has been filed with the Secretary and the time to file such a petition will expire on June 25, 2012;

WHEREAS, the District has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes;

WHEREAS, Baird, in consultation with the officials of the District, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on June 21, 2012;

WHEREAS, the Secretary (in consultation with Baird) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

WHEREAS, the District has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the District. Baird has recommended that the District accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

QB\17067670.1



NOW, THEREFORE, BE IT RESOLVED by the District Board of the District that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The District Board of the District hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the District and Baird in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Notes. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted (subject to the condition that no valid petition for a referendum is filed by June 25, 2012 in connection with the Authorizing Resolution). The Chairperson and Secretary or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. The good faith deposit of the Purchaser shall be retained by the District Treasurer until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2012-2013A"; shall be issued in the aggregate principal amount of \$6,500,000; shall be dated July 12, 2012; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2020 and thereafter shall be subject to redemption prior to maturity, at the option of the District, on April 1, 2019 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the District and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and

resources of the District are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the District a direct annual irrevocable tax in the years 2012 through 2021 for the payments due in the years 2012 through 2022 in the amounts set forth on the Schedule. The amount of tax levied in the year 2012 shall be the total amount of debt service due on the Notes in the years 2012 and 2013; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2012.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the District shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the District and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the District for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the District then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The District hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the District on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2012 as set forth on the Schedule.

#### Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the District, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the District may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$6,500,000 General Obligation Promissory Notes, Series 2012-2013A, dated July 12, 2012" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The District Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the District above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the

Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the District, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the District, unless the District Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the District and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the District, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The District represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section

141 of the Code. The District further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The District further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Secretary or other officer of the District charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the District certifying that the District can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The District also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the District will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the District by the manual or facsimile signatures of the Chairperson and Secretary, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the District of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the District has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The District hereby authorizes the officers and agents of the District to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the District Secretary or District Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The District shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be

made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and Secretary shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The District shall cooperate in any such transfer, and the Chairperson and Secretary are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the District at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the District and on file in the District office.

Section 15. Official Statement. The District Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the District in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate District official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The Secretary shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The District hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the District to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).


To the extent required under the Rule, the Secretary, or other officer of the District charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the District's Undertaking.

Section 17. Record Book. The Secretary shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser of the Notes determines to obtain municipal bond insurance with respect to the Notes, the officers of the District are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and Secretary are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and Secretary including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the District Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 21, 2012.

  
\_\_\_\_\_  
Roger Zacharias  
Chairperson

ATTEST:

  
\_\_\_\_\_  
Gary Olsen  
Secretary

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

QB\17067670.1

OFFICIAL NOTICE OF SALE

\$6,500,000  
GATEWAY TECHNICAL COLLEGE DISTRICT,  
WISCONSIN  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2012-2013A  
DATED JULY 12, 2012

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NOTICE IS HEREBY GIVEN that bids will be received by Gateway Technical College District, Wisconsin for the purchase of all but no part of its Notes at the offices of Robert W. Baird & Co. Incorporated ("Baird"), 25th Floor, 777 East Wisconsin Avenue, Milwaukee, WI 53202, Attention: Ms. Tonia Morris, until 10:00 a.m. (Central Time) on

June 20, 2012

at which time the bids will be publicly opened and read. Bids may be mailed or delivered to Baird at the address set forth above, faxed to Baird at (414) 298-7354, or submitted electronically via PARITY, as described below. Signed bids, without final price or coupons, may be submitted to Baird prior to the time of sale. The bidder shall be responsible for submitting to Baird the final bid price and coupons, by telephone (414) 765-3827 or fax (414) 298-7354 for inclusion in the submitted bid. Bids which are mailed or delivered should be plainly marked "Bid for Gateway Technical College District Notes". Bids will only be considered if the required good faith deposit has been received. A meeting of the District Board will be held on June 21, 2012 for the purpose of taking action on such bids as may be received.

Dates and Maturities: The Notes will be dated July 12, 2012 and will mature on April 1 of each year, in the years and principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
2015	\$730,000
2016	750,000
2017	775,000
2018	800,000
2019	820,000
2020	850,000
2021	875,000
2022	900,000

Interest: Interest on the Notes will be payable semi-annually on April 1 and October 1 of each year, commencing on October 1, 2012 to the registered owners of the Notes appearing of record in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the MSRB.

QB\17069114.1



Optional Redemption: The Notes maturing on April 1, 2020 and thereafter will be subject to redemption prior to maturity, at the option of the District, on April 1, 2019 or on any date thereafter. Said Notes will be redeemable as a whole or in part, and if in part, from maturities selected by the District and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

No Term Bond Option: Bids for the Notes may not provide for term bonds.

Security and Purpose: The Notes are general obligations of the District. The principal of and interest on the Notes will be payable from ad valorem taxes, which may be levied without limitation as to rate or amount upon all of the taxable property located in the District. The Notes will be issued for the purpose of financing building remodeling and improvement projects (\$950,000); acquisition of movable equipment (\$5,000,000); and construction of building additions or enlargements, consisting of the iMET Center building expansion in Sturtevant, Wisconsin (\$550,000).

Registration: The Notes will be issued as fully-registered Notes without coupons and, when issued, will be registered only in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC").

DTC Book Entry Only System: UTILIZATION OF DTC IS REQUIRED. BIDS FOR THE NOTES MAY NOT PROVIDE FOR THE NOTES TO BE ISSUED ON A NON-DTC BASIS. DTC will act as securities depository of the Notes. A single Note certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, either in the denomination of \$5,000 or any integral multiple thereof or in the denomination of \$100,000 or more as specified in the Notes. Individual purchasers will not receive certificates evidencing their ownership of the Notes purchased. The successful bidder shall be required to deposit the Note certificates with DTC as a condition to delivery of the Notes. The District will make payments of principal and interest on the Notes to DTC or its nominee as registered owner of the Notes in same-day funds. Transfer of those payments to participants of DTC will be the responsibility of DTC; transfer of the payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the District that DTC, its participants and other nominees of beneficial owners will make prompt transfer of the payments as required by DTC rules and procedures. The District assumes no liability for failures of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Notes.

Depository: In the event that the securities depository relationship with DTC for the Notes is terminated and the District does not appoint a successor depository, the District will prepare, authenticate and deliver, at its expense, fully-registered certificated Notes in the denomination of \$5,000 or any integral multiple thereof in the aggregate principal amount of Notes of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Notes.

**Bid Specifications:** Bids will be received on an interest rate basis in integral multiples of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid, but the difference between the highest and lowest rate bid shall not exceed Two Percent (2%). All Notes of the same maturity shall bear the same interest rate. No bid for less than 100% of the principal amount of the Notes (\$6,500,000) or more than 103% of the principal amount of the Notes (\$6,695,000) plus accrued interest to the date of delivery will be considered. The Notes will be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the District.

**Type of Bid – Amount:** Bids must be submitted either: (1) to Robert W. Baird & Co. as set forth herein; or (2) electronically via PARITY, in accordance with this Official Notice of Sale, within a one hour period prior to the time of sale, but no bids will be received after the time established above for the opening of bids. If any provisions in this Notice are conflicting with any instructions or directions set forth in PARITY, this Official Notice of Sale shall control. The normal fee for use of PARITY may be obtained from PARITY, and such fee shall be the responsibility of the bidder. For further information about PARITY, potential bidders may contact Robert W. Baird & Co., 25th Floor, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 or PARITY, c/o i-Deal LLC, 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5021. The District and Robert W. Baird & Co. assume no responsibility or liability for bids submitted through PARITY. Each bidder shall be solely responsible for making necessary arrangements to access PARITY for purposes of submitting its electronic bid in a timely manner and in compliance with the requirements of the Official Notice of Sale. Neither the District, its agents nor PARITY shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the District, its agents nor PARITY shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY. The District is using the services of PARITY solely as a communication mechanism to conduct the electronic bidding for the Notes, and PARITY is not an agent of the District.

The District may regard the electronic transmission of the bid via the electronic service (including information about the purchase price for the Notes and interest rate or rates to be borne by the Notes and any other information included in such transmission) as though the same information were submitted on the bid form and executed on behalf of the bidder by a duly authorized signatory. If the bid is accepted by the District, the terms of the bid form, this Official Notice of Sale, and the information transmitted through the electronic service shall form a contract, and the bidder shall be bound by the terms of such contract.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the District, as described in this Official Notice of Sale and in the written form of Official Bid Form. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the form of Official Bid Form.

**Good Faith Deposit:** A cashier's check in the amount of \$130,000 may be submitted contemporaneously with the bid *or, in the alternative, a deposit in the amount of \$130,000 shall be made by the winning bidder by federal wire transfer as directed by the District Secretary or Treasurer to be received by the District no later than 1:00 p.m. prevailing Central Time on the day of the bid opening (June 20, 2012) as a guarantee of good faith on the part of the bidder to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Notes.* The good faith deposit will be applied to the purchase price of the Notes. In the event the successful bidder fails to honor its accepted bid, the good faith deposit will be retained by the District. No interest shall be allowed on the good faith deposit. Payment for the balance of the purchase price of the Notes shall be made at the closing. Good faith checks of unsuccessful bidders will be returned by overnight delivery for next day receipt sent not later than the first business day following the sale.

**Bond Insurance at Bidder's Option:** If the Notes qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder. Any increased costs of issuance of the Notes resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the District has requested and received a rating on the Notes from a rating agency, the District will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Notes.

**Delivery:** The Notes will be delivered in printed form, one Note per maturity, registered in the name of CEDE & CO., as nominee of The Depository Trust Company, securities depository of the Notes for the establishment of book-entry accounts at the direction of the successful bidder, within approximately forty-five (45) days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within forty-five (45) days after the date of the sale of the Notes, the successful bidder may, prior to tender of the Notes, at its option, be relieved of its obligation under the contract to purchase the Notes and its good faith deposit shall be returned, but no interest shall be allowed thereon.

**Legality:** The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady LLP of Milwaukee, Wisconsin. A transcript of the proceedings relative to the issuance of the Notes (including an arbitrage certificate and a no-litigation certificate) will be furnished to the successful bidder without cost. A Continuing Disclosure Certificate will be delivered at closing setting forth the details and terms of the District's undertaking and such Certificate is a condition of closing.

**Condition on Award of Notes:** The award of the Notes will be made subject to expiration of the petition period provided for under Section 67.12(12)(e)5, Wisconsin Statutes, without the filing of a sufficient petition for a referendum with respect to the Notes authorized to finance building remodeling and improvement projects or the acquisition of movable equipment.

**CUSIP Numbers:** The District will assume no obligation for the assignment of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon. The District will permit such numbers to be assigned and printed at the expense of the successful bidder, but neither the failure to print such numbers on any Notes nor any error with respect thereto will constitute cause for failure or refusal by the successful bidder to accept delivery of the Notes.

**Reoffering Prices:** Simultaneously with or before delivery of the Notes, the successful bidder shall furnish to the District a certificate, made on the best knowledge, information and belief of the successful bidder, acceptable to bond counsel, stating the initial reoffering prices to the public of each maturity of the Notes and further stating that a substantial amount of each maturity of the Notes was sold to the public or final purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at or below such initial reoffering prices.

**Official Statement:** Bidders may obtain a copy of the Preliminary Official Statement by request to the District's financial advisor prior to the bid opening. By submitting a bid, the successful bidder agrees to supply to the District within 24 hours after the award of the Notes all necessary pricing information and any underwriter identification necessary to complete the Preliminary Official Statement. Within seven days of the award of the Notes, the successful bidder will be provided with an electronic copy of the Official Statement in pdf format and up to ten copies of the Official Statement without cost. Additional copies of the Official Statement may be purchased from Robert W. Baird & Co. up to three months following the sale of the Notes. If the successful bidder is the manager of an underwriting syndicate, the successful bidder shall be responsible for distributing copies of the Official Statement to syndicate members.

**Certification Regarding Official Statement:** The District will deliver, at closing, a certificate, executed by appropriate officers of the District acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the District and the Notes are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The District also agrees to notify the successful bidder of any material developments impacting the District or the Notes of which the District becomes aware within 60 days after the delivery of the Notes.

**Undertaking to Provide Continuing Disclosure:** In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the District will covenant to undertake (pursuant to a Resolution to be adopted by the District Board), to provide annual reports and timely notice of certain events for the benefit of holders of the Notes. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the District, a form of which is included in the Preliminary Official Statement and in the Final Official Statement.

**Irregularities:** The District reserves the right to reject any and all bids and to waive any and all irregularities.

Information: The internet address for the Preliminary Official Statement is: [www.bairdbondsales.com](http://www.bairdbondsales.com). Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: Robert W. Baird & Co., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202; Attention: Ms. Tonia Morris, (414) 765-3827 or the undersigned.

Mark W. Zlevor  
Chief Financial Officer/Vice President Administration  
Gateway Technical College District  
3520 30th Avenue  
Kenosha, WI 53144-1690  
Phone: (262) 564-3096

**EXHIBIT B**

**Bid Tabulation**

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

QB\17067670.1

Gateway Technical College District

**Results of Competitive Bids**  
**\$6,500,000 General Obligation Promissory Notes, Series 2012-13A**  
**Bids Received by 10:00 AM (CT)**  
**Wednesday, June 20, 2012**

<b>Rank</b>	<b>Bidder</b>	<b>True Interest Cost</b>
1	Hutchinson, Shockey, Erley & Co.	2.3050%

EXHIBIT C

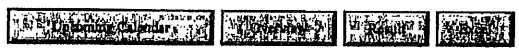
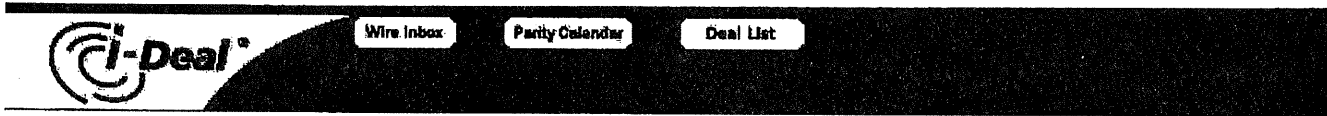
Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

QB\17067670.1





**Hutchinson, Shockey, Erley & Co. - Chicago , IL's Bid**



**Gateway Tech Coll Dt  
\$6,500,000 General Obligation Promissory Notes,  
Series 2012-13A**

For the aggregate principal amount of \$6,500,000.00, we will pay you \$6,615,062.05, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
04/01/2015	730M	3.0000	1.0000	105.351
04/01/2016	750M	4.0000	1.2500	109.962
04/01/2017	775M	2.0000	1.5000	102.269
04/01/2018	800M	2.0000	1.8800	100.646
04/01/2019	820M	3.0000	2.1000	105.610
04/01/2020	850M	2.2500	2.2500	100.000
04/01/2021	875M	2.5000	2.5000	100.000
04/01/2022	900M	2.7500	2.7500	100.000

Total Interest Cost: \$1,080,028.47  
 Premium: \$115,062.05  
 Net Interest Cost: \$964,966.42  
 TIC: 2.305027  
 Time Last Bid Received On:06/20/2012 9:59:50 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Hutchinson, Shockey, Erley & Co., Chicago , IL  
 Contact: Jim VanMetre  
 Title:  
 Telephone:312-443-1550  
 Fax: 312-443-7225

Issuer Name: Gateway Technical College District Company Name: \_\_\_\_\_

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

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



EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

QB\17067670.1

## Gateway Technical College District

### \$6,500,000 - Final Pricing

General Obligation Promissory Notes, Series 2012-13A

Dated/Settle: July 12, 2012 ; Callable: 4/1/19

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
04/01/2015	Serial Coupon	3.000%	1.000%	730,000.00	105.351%	769,062.30
04/01/2016	Serial Coupon	4.000%	1.250%	750,000.00	109.962%	824,715.00
04/01/2017	Serial Coupon	2.000%	1.500%	775,000.00	102.269%	792,584.75
04/01/2018	Serial Coupon	2.000%	1.880%	800,000.00	100.646%	805,168.00
04/01/2019	Serial Coupon	3.000%	2.100%	820,000.00	105.610%	866,002.00
04/01/2020	Serial Coupon	2.250%	2.250%	850,000.00	100.000%	850,000.00
04/01/2021	Serial Coupon	2.500%	2.500%	875,000.00	100.000%	875,000.00
04/01/2022	Serial Coupon	2.750%	2.750%	900,000.00	100.000%	900,000.00
<b>Total</b>	-	-	-	<b>\$6,500,000.00</b>	-	<b>\$6,682,532.05</b>

### Bid Information

Par Amount of Bonds	\$6,500,000.00
Reoffering Premium or (Discount)	182,532.05
Gross Production	\$6,682,532.05
Total Underwriter's Discount (1.038%)	\$(67,470.00)
Bid (101.770%)	6,615,062.05
Total Purchase Price	\$6,615,062.05
Bond Year Dollars	\$41,456.39
Average Life	6.378 Years
Average Coupon	2.6052160%
Net Interest Cost (NIC)	2.3276664%
True Interest Cost (TIC)	2.3050273%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

QB\17067670.1

# Gateway Technical College District

## \$6,500,000 - Final Pricing

General Obligation Promissory Notes, Series 2012-13A

Dated/Settle: July 12, 2012 ; Callable: 4/1/19

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Total
07/12/2012	-	-	-	-	-
10/01/2012	-	-	38,128.47	38,128.47	38,128.47
04/01/2013	-	-	86,875.00	86,875.00	-
10/01/2013	-	-	86,875.00	86,875.00	173,750.00
04/01/2014	-	-	86,875.00	86,875.00	-
10/01/2014	-	-	86,875.00	86,875.00	173,750.00
04/01/2015	730,000.00	3.000%	86,875.00	816,875.00	-
10/01/2015	-	-	75,925.00	75,925.00	892,800.00
04/01/2016	750,000.00	4.000%	75,925.00	825,925.00	-
10/01/2016	-	-	60,925.00	60,925.00	886,850.00
04/01/2017	775,000.00	2.000%	60,925.00	835,925.00	-
10/01/2017	-	-	53,175.00	53,175.00	889,100.00
04/01/2018	800,000.00	2.000%	53,175.00	853,175.00	-
10/01/2018	-	-	45,175.00	45,175.00	898,350.00
04/01/2019	820,000.00	3.000%	45,175.00	865,175.00	-
10/01/2019	-	-	32,875.00	32,875.00	898,050.00
04/01/2020	850,000.00	2.250%	32,875.00	882,875.00	-
10/01/2020	-	-	23,312.50	23,312.50	906,187.50
04/01/2021	875,000.00	2.500%	23,312.50	898,312.50	-
10/01/2021	-	-	12,375.00	12,375.00	910,687.50
04/01/2022	900,000.00	2.750%	12,375.00	912,375.00	-
10/01/2022	-	-	-	-	912,375.00
<b>Total</b>	<b>\$6,500,000.00</b>	<b>-</b>	<b>\$1,080,028.47</b>	<b>\$7,580,028.47</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$41,456.39
Average Life	6.378 Years
Average Coupon	2.6052160%
Net Interest Cost (NIC)	2.3276664%
True Interest Cost (TIC)	2.3050273%
Bond Yield for Arbitrage Purposes	2.1304192%
All Inclusive Cost (AIC)	2.3050273%

### IRS Form 8038

Net Interest Cost	2.1236401%
Weighted Average Maturity	6.324 Years

File | S:\MUNEXRAC\MUNEX\gateway tcd\NOTES 12-13.sf | Final Pricing: 2012-13A | 6/20/2012 | 10:20 AM

Robert W. Baird & Co.  
Public Finance Professionals - rlf

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
RACINE, KENOSHA AND WALWORTH COUNTIES  
NO. R- \_\_\_\_\_ GATEWAY TECHNICAL COLLEGE DISTRICT \$ \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2012-2013A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ July 12, 2012 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ ~~\_\_\_\_\_~~ COPY)

FOR VALUE RECEIVED, Gateway Technical College District, Racine, Kenosha and Walworth Counties, Wisconsin (the "District"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2012 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Secretary or District Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the District are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$6,500,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the District pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purposes of financing building remodeling and improvement projects (\$950,000); acquisition of movable equipment (\$5,000,000); and construction of building additions or enlargements, consisting of the iMET Center building expansion in Sturtevant, Wisconsin (\$550,000), all as authorized by resolutions of the District Board duly adopted by said governing body at meetings held on May 17, 2012 and June 21, 2012. Said resolutions are recorded in the official minutes of the District Board for said dates.

The Notes maturing on April 1, 2020 and thereafter are subject to redemption prior to maturity, at the option of the District, on April 1, 2019 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the District and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the District, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the District kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the District appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly

authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the District for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and District may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Gateway Technical College District, Racine, Kenosha and Walworth Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and Secretary; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

GATEWAY TECHNICAL COLLEGE DISTRICT,  
RACINE, KENOSHA AND WALWORTH  
COUNTIES, WISCONSIN

By: \_\_\_\_\_  
Roger Zacharias  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Gary Olsen  
Secretary



ASSIGNMENT

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

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

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

COPY

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

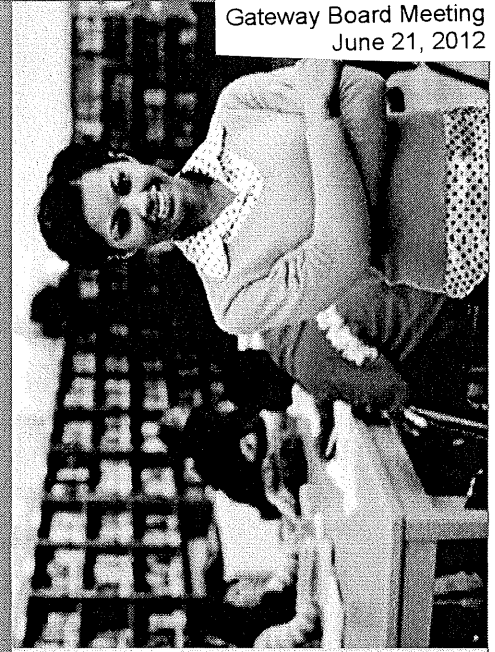
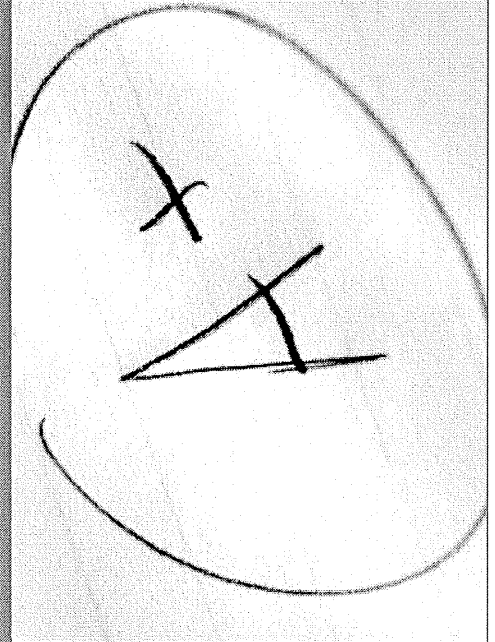
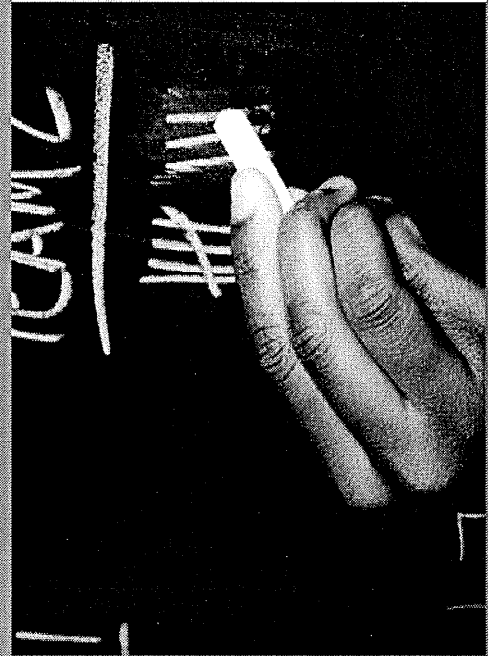
**BAIRD**

# Gateway Technical College District

**John A. Mehan, Managing Director**

jmehan@rwbaird.com  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Phone: 414.765.3827  
rwbaird.com/publicfinance

Final Pricing Summary  
Bids Taken: Wednesday, June 20, 2012  
Award Date: Thursday, June 21, 2012





Gateway Technical College District

**Results of Competitive Bids**

**\$6,500,000 General Obligation Promissory Notes, Series 2012-13A**  
**Bids Received by 10:00 AM (CT)**  
**Wednesday, June 20, 2012**

<b>Rank</b>	<b>Bidder</b>	<b>True Interest Cost</b>
1	Hutchinson, Shockey, Erley & Co.	2.3050%



# Gateway Technical College District

<b>Issue Summary</b>	
<b>Description:</b>	General Obligation Promissory Notes, Series 2012-13A
<b>Amount:</b>	\$6,500,000
<b>Dated &amp; Settlement Date:</b>	July 12, 2012
<b>Maturities:</b>	April 1, 2015 - 2022
<b>First Interest Payment:</b>	October 1, 2012
<b>First Call Date:</b>	April 1, 2019
<b>Moody's Rating:</b>	Aaa
<b>True Interest Cost:</b>	2.3050%
<b>Winning Bidder/Purchaser:</b>	Hutchinson, Shockey, Erley & Co.



Gateway Technical College District  
 Fiscal Year 2012-13  
 Financing Plan - Calendar Year Basis

YEAR DUE	EXISTING DEBT SERVICE	FINAL PRICING \$6,500,000	Preliminary \$1,500,000	Preliminary \$1,500,000	Preliminary \$1,500,000	Preliminary \$1,000,000	Future Issues \$12,000,000 (1)	EXCESS BID PREMIUM APPLIED (2)	2012 Act. Levy = \$7,734,000	COMBINED DEBT SERVICE	ANNUAL DEBT SERVICE % CHANGE (3)
		G.O. Prom Notes, Series 12-13A Dated: July 12, 2012 (First Interest: 10/1/12) PRINCIPAL INTEREST (4/1 & 10/1) TIC= 2.31%	G.O. Prom Notes, Series 12-13B Dated: September 6, 2012 (First Interest: 4/1/13) PRINCIPAL INTEREST (4/1 & 10/1) AVG= 3.50%	G.O. Prom Notes, Series 12-13C Dated: November 15, 2012 (First Interest: 4/1/13) PRINCIPAL INTEREST (4/1 & 10/1) AVG= 4.00%	G.O. Prom Notes, Series 12-13D Dated: March 14, 2013 (First Interest: 10/1/13) PRINCIPAL INTEREST (4/1 & 10/1) AVG= 4.00%	G.O. Prom Notes, Series 12-13E Dated: May 9, 2013 (First Interest: 10/1/13) PRINCIPAL INTEREST (4/1 & 10/1) AVG= 4.00%	(Principal & Interest)				
2012	\$7,604,249	\$38,128	\$56,146	\$310,000	\$32,833	\$15,778	\$0	(\$175,000)	\$7,467,377	\$7,467,377	7.76% (3)
2013	\$7,834,550	\$173,750	\$52,500	\$47,600	\$58,000	\$40,000	\$0	(\$177,038)	\$8,292,486	\$8,292,486	7.22%
2014	\$7,940,464	\$173,750	\$49,613	\$130,000	\$53,000	\$38,000	\$540,000		\$8,952,314	\$8,952,314	7.96%
2015	\$6,758,494	\$162,800	\$49,613	\$130,000	\$53,000	\$38,000	\$1,285,275		\$9,667,182	\$9,667,182	7.99%
2016	\$6,171,723	\$750,000	\$43,750	\$135,000	\$46,800	\$34,000	\$2,651,588		\$10,439,410	\$10,439,410	7.99%
2017	\$4,902,536	\$775,000	\$37,625	\$140,000	\$40,300	\$30,000	\$4,751,650		\$11,270,411	\$11,270,411	7.96%
2018	\$3,252,553	\$800,000	\$31,238	\$145,000	\$33,600	\$25,900	\$7,295,763		\$12,170,903	\$12,170,903	7.99%
2019	\$2,905,773	\$820,000	\$34,675	\$150,000	\$26,600	\$21,600	\$8,612,988		\$13,142,285	\$13,142,285	7.98%
2020	\$2,167,895	\$850,000	\$17,938	\$155,000	\$19,300	\$17,100	\$10,397,500		\$14,192,420	\$14,192,420	7.99%
2021	\$1,411,470	\$875,000	\$10,938	\$165,000	\$11,800	\$12,400	\$12,278,663		\$15,326,058	\$15,326,058	7.99%
2022	\$146,813	\$900,000	\$3,675	\$170,000	\$4,000	\$2,600	\$16,418,000		\$16,549,650	\$16,549,650	7.98%
2023											0.01%
		\$51,096,518	\$6,500,000	\$1,080,028	\$1,500,000	\$328,096	\$1,000,000	(\$352,038)		\$144,021,095	
							\$79,003,213				

(1) Assumes annual borrowings of \$12,000,000 beginning 2013 through 2022 at a rate of 4.50%.

(2) Premium generated from Notes.

(3) Change in levy 2011 to 2012 and 2012 to 2013.

**Gateway Technical College District**

\$6,500,000 - Final Pricing

General Obligation Promissory Notes, Series 2012-13A

Dated/Settle: July 12, 2012 ; Callable: 4/1/19

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Total
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10/01/2012	-	-	38,128.47	38,128.47	38,128.47
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10/01/2013	-	-	86,875.00	86,875.00	173,750.00
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10/01/2021	-	-	12,375.00	12,375.00	910,687.50
04/01/2022	900,000.00	2.750%	12,375.00	912,375.00	-
10/01/2022	-	-	-	-	912,375.00
<b>Total</b>	<b>\$6,500,000.00</b>	<b>-</b>	<b>\$1,080,028.47</b>	<b>\$7,580,028.47</b>	<b>-</b>

**Yield Statistics**

Bond Year Dollars	\$41,456.39
Average Life	6.378 Years
Average Coupon	2.6052160%
Net Interest Cost (NIC)	2.3276664%
True Interest Cost (TIC)	2.3050273%
Bond Yield for Arbitrage Purposes	2.1304192%
All Inclusive Cost (AIC)	2.3050273%
<b>IRS Form 8038</b>	
Net Interest Cost	2.1236401%
Weighted Average Maturity	6.324 Years



## New Issue: Moody's assigns Aaa rating to Gateway Technical College District's (WI) \$6.5 million General Obligation Promissory Notes, Series 2012-13A

Global Credit Research - 14 Jun 2012

**Aaa rating applies to \$46.2 million of outstanding post-sale GO debt**

GATEWAY TECHNICAL COLLEGE DISTRICT, WI  
Community College Districts (Tax-backed)  
WI

### Moody's Rating

ISSUE	RATING
General Obligation Promissory Notes, Series 2012-13A	Aaa
<b>Sale Amount</b>	\$6,500,000
<b>Expected Sale Date</b>	06/26/12
<b>Rating Description</b>	General Obligation

**Moody's Outlook** NOO

### Opinion

NEW YORK, June 14, 2012 --Moody's Investors Service has assigned a Aaa rating to Gateway Technical College District's (WI) \$6.5 million General Obligation Promissory Notes, Series 2012-13A. Concurrently, Moody's has affirmed the Aaa rating on the district's outstanding GO debt, affecting \$46.2 million post-sale.

### SUMMARY RATINGS RATIONALE

The notes are secured by the district's general obligation unlimited tax pledge. Proceeds of the notes will finance building remodeling and improvement projects and the acquisition of moveable equipment. Assignment and affirmation of the Aaa rating reflects the district's sizeable tax base located between the cities of Milwaukee (general obligation rated Aa2/stable outlook) and Chicago (general obligation rated Aa3/negative outlook); sound financial operations supported by healthy reserves, and an average debt burden with rapid principal amortization.

### STRENGTHS

- Large and diverse tax base located between Chicago and Milwaukee
- Presence of healthy General Fund reserves
- Strong fiscal policies, monitoring of programs, and long-range planning

### CHALLENGES

- Revenue pressures resulting from state imposed levy freeze and reductions in state aid revenues
- Flattening enrollment with moderate declines projected

### DETAILED CREDIT DISCUSSION

#### LARGE TAX BASE BENEFITS FROM LOCATION BETWEEN MILWAUKEE AND CHICAGO

Gateway Technical College District is located in southeastern Wisconsin (general obligation rated Aa2/stable outlook) and includes three campuses. The college's main campus is located in the city of Kenosha (general obligation rated Aa2/stable outlook) with additional campuses in the city of Racine (NR) and in rural Walworth

County (general obligation rated Aa1). The district includes all of Kenosha County (general obligation rated Aa1) and Walworth County, and nearly all of Racine County (general obligation rated Aa1). The college offers numerous higher education and technical training programs. The local economy is diverse with health care and manufacturing presences. District officials work with a program advisory group and review and retool programs annually depending on local employer needs and demand. The district plans to expand its culinary, and various manufacturing programs and add a veterinary tech program.

The district's sizeable \$42.9 billion tax base experienced modest declines in valuation in 2009 and 2010 (4.2% and 2.4%, respectively) due largely to depreciation in the tax base's residential sector moderating the growth to an average annual rate of 0.8%. We expect the tax base to remain relatively stable, despite recent declines in valuation, due to the availability of low cost land for development and the district's favorable location in the Milwaukee-Chicago corridor. At 8.9% in March 2012, the unemployment rate in Racine County tracked higher than the state (7.5%) and nation (8.4%) for the same time period. The county's resident income profile roughly tracks the state and nation with per capita income at 98.9% and 96.3% of the state and nation, respectively.

#### SOUND FINANCIAL OPERATIONS WITH HEALTHY RESERVES DESPITE STATE IMPOSED REVENUE PRESSURES

We expect the district's financial operations to remain sound due to a history of conservative budgeting, stable enrollment, and the presence of healthy General Fund reserves. Due to conservative budgeting assumptions, the district has closed the last several fiscal years with operating surpluses in the General Fund. Fiscal 2011 closed with a General Fund operating surplus of \$1.5 million, increasing the General Fund balance to \$19.7 million, or a healthy 24.9% of General Fund revenues. Management attributed the operating surplus to conservative budgeting and increased enrollment. The operating surplus was net of a \$1.2 million transfer to the district's Capital Projects Fund for future capital needs. The district originally budgeted to use \$780,000 in reserves for fiscal 2012, however, management now anticipates an operating surplus of \$1 million due to better than budgeted enrollment and overall expenditure reductions. The district has a General Fund balance policy to maintain reserves between 17% to 25% of operating expenditures for cash flow purposes.

Beginning fiscal 2012, the district faces several challenges due to state aid reductions and strict levy limits. Property taxes are the largest source of revenue for the district and comprised 61.5% of General Fund revenues in fiscal 2011. Historically, technical colleges in Wisconsin have had a statutory operating mill cap of 1.5 mills. Gateway Technical College has historically maintained significant margin under the statutory cap, most recently levying 1.24 mills for operations in fiscal 2012. However, for fiscal years 2012 and 2013, property tax revenues are essentially frozen at 2011 levels, although rate increases are allowable in the case of declines in assessed valuations up to 1.5 mills total. For fiscal 2013, the college is expecting a two percent decline in assessed valuation, therefore will increase the operating mill rate to 1.26 mills to offset the decline. Program fees and state aid are the next largest sources of revenue and accounted for 21.3% and 9.3% of General Fund revenues in fiscal 2011, respectively. The state reduced the district's aid by approximately 30%, a reduction of roughly \$2.1 million in fiscal 2011 and is expected to remain flat going forward. Act 10, passed by the state legislature in 2011, requires increased contributions to healthcare and the Wisconsin Retirement System (WRS) from staff among other provisions, shifting the burden from the district to employees. As the district's faculty contract does not expire until the end of fiscal 2012, the district was not able to take advantage of the full shift in fiscal 2012. Notably, the district expects to realize full savings from faculty employee required contributions to the Wisconsin Retirement System (WRS) fiscal 2013, estimated to be \$3 million, offsetting the reduction in state aid.

Program fees, or tuition, are set by the state, with a 5.5% increase allowable for fiscal 2012 and a 4.5% increase in 2013. Full-time equivalent (FTE) enrollment, which drives tuition, program and material fees, has been growing at a strong average annual rate of 4.7% since fiscal 2007. However, FTE enrollment declined by 1.3% in fiscal 2012. For fiscal 2013, the district passed a balanced budget which includes a 2% decline in enrollment. Notably, officials report summer enrollment is 4% higher than the previous year. The district's labor contracts expire on June 30, 2012 and union employees will begin to pay an increased share of pension and health insurance costs in fiscal 2013 which are expected to generate \$3 million in savings.

#### MANAGEABLE DEBT BURDEN WITH RAPID PRINCIPAL AMORTIZATION

We expect the district's debt burden to remain manageable due to the district's low level of direct debt and rapid principal amortization. At 0.1% of full valuation, the district's direct debt burden matches the state median for technical college districts. The district's overall debt burden, at 2.9% of full valuation, is slightly elevated due to borrowing by overlapping entities. Principal amortization is rapid with all debt repaid within ten years. The district may issue additional bonds later this year for facility improvements, pending board approval. All of the district's debt



is fixed rate and the district is not a party to any interest rate swap agreements.

#### WHAT COULD CHANGE THE RATING DOWN:

- Significant erosion of the district's tax base
- Material declines in the district's General Fund reserves and liquidity

#### KEY STATISTICS:

2010 Census district population: 195,408 (3.5% increase since 2000)

2011/2012 enrollment: 6,300 (4.7% average annual increase since 2006/2007)

2011 Full valuation: \$42.9 billion

Racine County 2006-2010 per capita income: \$26,321 (98.9% of state; 96.3% of US)

Racine County 2006-2010 Median household income: \$53,855 (104.4% of state; 103.7% of US)

Fiscal 2011 General Fund balance: \$19.7 million (24.9% of General Fund revenues)

Racine County unemployment rate (January 2012): 9.0% (state at 7.6%; US at 8.8%)

Direct debt burden: 0.1%

Overall debt burden: 2.9%

Principal amortization (10 years): 100%

Post-sale general obligation debt outstanding: \$46.2 million

#### PRINCIPAL METHODOLOGY

The principal methodology used in this rating was General Obligation Bonds Issued by U.S. Local Governments published in October 2009. Please see the Credit Policy page on [www.moody.com](http://www.moody.com) for a copy of this methodology.

#### REGULATORY DISCLOSURES

The Global Scale Credit Ratings on this press release that are issued by one of Moody's affiliates outside the EU are endorsed by Moody's Investors Service Ltd., One Canada Square, Canary Wharf, London E 14 5FA, UK, in accordance with Art.4 paragraph 3 of the Regulation (EC) No 1060/2009 on Credit Rating Agencies. Further information on the EU endorsement status and on the Moody's office that has issued a particular Credit Rating is available on [www.moody.com](http://www.moody.com).

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**Gateway  
 Technical  
 College**

**VISION 3.2.1 DRAFT STRATEGIC DIRECTIONS, GOALS & MEASURES – JUNE 2012**

**Strategic Directions**

**Goals**

**Primary Measure**

1. Students will experience educational excellence and academic success.

- Gateway will:
- enhance transfer opportunities for students.
  - design proactive systems to achieve individual student success.
  - promote teaching excellence and an inspirational learning environment.

Graduation/completion rate

2. Gateway will empower students to attain credentials and find employment in their career field.

- Gateway will:
- develop pathways that connect student goals to completion of credentials.
  - increase the career placement of graduates.

Graduate job placement rate

3. Employees will work together in a college culture of innovation and opportunity.

- Gateway will:
- engage employees to build a collaborative college climate characterized by high productivity, employee satisfaction, and trust in leadership.
  - create opportunities for employees across the college to work together on continuous quality improvement.

Graduate job placement rate

4. Gateway will strategically align programs and services with changing industry needs.

- Gateway will:
- develop new programs and delivery methods that contribute to local economic development.
  - offer education resulting in industry recognized national certifications.

Number of programs aligned with industry certifications

5. Gateway will be valued as the community's college and a place of opportunity for all.

- Gateway will:
- be a college of first choice in the local higher education market.
  - provide campuses that are learning destinations for the community.
  - Establish partnerships to create educational opportunities.

Enrollment (headcount and FTE)

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD Organizational Meeting July 9, 2012
--

The Gateway Technical College District Board met on Monday, July 9, 2012 at the Kenosha campus, Pike Creek Center. The meeting was called to order at 8:00 a.m. by Roger Zacharias, Chairperson.

**Open Meeting Compliance**

M. Gray confirmed the meeting was duly noticed in accordance with state statutes for open meeting compliance.

In attendance were Todd Battle, Ram Bhatia, Gary Olsen, Scott Pierce, Leslie Scherrer, Neville Simpson, Jenny Trick, Roger Zacharias and Pamela Zenner-Richards. Also in attendance were Bryan Albrecht, Misty Gray, Kendra Hauch, and eight citizens/reporters.

**Oath of Office**

Bill Whyte administered the oath of office to Gary Olsen, Scott Pierce, and Roger Zacharias. Signed and notarized copies of these oaths of office are on file in the district office.

**Citizen Comments**

There were no citizen comments.

**Election of Officers**

B. Whyte presided over the election of officers.

**Chairperson**

S. Pierce nominated R. Bhatia for the office of Chairperson; N. Simpson seconded the nomination. There being no other nominations, it was moved by S. Pierce, seconded by R. Zacharias and carried that nominations be closed and a unanimous ballot be cast for R. Bhatia as Chairperson

**Vice Chairperson**

G. Olsen nominated R. Zacharias for the office of Vice Chairperson; P. Zenner-Richards seconded the nomination. S. Pierce nominated G. Olsen for the office of Vice Chairperson; R. Bhatia seconded the nomination. R. Bhatia nominated N. Simpson for the office of Vice Chairperson; T. Battle seconded the nomination. Ballots were distributed. The vote was split; one vote for G. Olsen, four votes for R. Zacharias, and four votes for N. Simpson. Ballots were distributed again for a revote between R. Zacharias and N. Simpson. R. Zacharias was elected Vice Chairperson with a vote of five to four.

**Secretary**

S. Pierce nominated G. Olsen for the office of Secretary; P. Zenner-Richards seconded the nomination. There being no other nominations, it was moved by S. Pierce seconded by R. Zacharias and carried that nominations be closed and a unanimous ballot be cast for G. Olsen as Secretary.

**Treasurer**

S. Pierce nominated N. Simpson for the office of Treasurer; R. Bhatia seconded the nomination. There being no other nominations, it was moved by S. Pierce, seconded by R. Zacharias and carried that nominations be closed and a unanimous ballot be cast for N. Simpson as Treasurer.

### **Approval of Bid**

#### **Bid #1386 – Student Admissions Center Renovation, Racine Building, Racine Campus**

Approved contract to provide all labor and materials for the project to Absolute Construction Enterprises, Inc., Racine, Wisconsin for a total contract value of \$883,046 with architect and engineering fees of \$90,490 and contingency fund of \$26,000 for a total of \$999,536.

It was moved by T. Battle, seconded by G. Olsen and carried to approve Bid #1386.

### **Appointment of Board Representatives**

R. Bhatia made the following appointments for 2012-2013:

#### Wisconsin Technical College District Boards Association

Board of Directors (two year term)	R. Bhatia
Legislative Committee	G. Olsen and R. Zacharias
Program Committee	J. Trick
Marketing, Public Relations and Awards	P. Zenner-Richards
Human Resources Committee	L. Scherrer
Bylaws, Policies and Procedures	R. Bhatia and N. Simpson
Interdistrict/Interagency	G. Olsen and S. Pierce

#### Association of Community College Trustees

G. Olsen

#### Gateway Technical College Foundation Board

R. Bhatia

### **Establish Dates, Times and Locations for Board Meetings**

It was moved by S. Pierce and seconded by R. Zacharias to approve the following board calendar with regular meetings beginning at 8:00 a.m. The public hearing on the budget will begin at 7 p.m.

August 16, 2012 – Elkhorn  
September 20, 2012 – Kenosha  
October 18, 2012 – Burlington  
November 15, 2012 – Racine  
December 13, 2012 – Elkhorn  
January 17, 2013 – Kenosha

February 21, 2013 – iMET  
March 21, 2013 – Elkhorn  
April 18, 2013 – Kenosha  
May 6, 2013 – Elkhorn – Budget Hearing  
May 16, 2013 – Racine  
June 20, 2013 – Burlington  
July 8, 2013 - Kenosha - Organization

### **Next Meeting Date and Adjourn**

Regular Board meeting – Thursday, August 16, 2012, 8 a.m. - Elkhorn

At approximately 8:22 a.m., it was moved by N. Simpson, seconded by G. Olsen and carried that the meeting adjourn.

Following the organizational meeting, Gateway Board members met for their retreat.

Submitted by,

Gary Olsen  
Secretary

V. COMMITTEE OF THE WHOLE  
A. Facility Planning



# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_____
Action	_____
Information	<u>  X  </u>
Discussion	_____

## COMMITTEE OF THE WHOLE Facility Planning

**Summary :** The Committee of the Whole session will be a discussion on facility planning.

**Staff Liaison:** Mark Zlevor and Zina Haywood

## VI. CITIZEN COMMENTS

- A. The Gateway Technical College District Board has established a limit of thirty minutes for citizen comments. Individuals will be limited to three to five minutes for their comments depending on the number of individuals who wish to address the Board. Citizens wishing to address the Board are to sign up prior to the meeting on the forms provided at the entrance to the meeting room.

VII. Chairperson's Report

- A. Board Goals – 4th Quarter
- B. District Boards Association Meeting
- C. Action on the Committee of the Whole
- D. President's Evaluation Ad Hoc Committee Appointment

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_  
Information   X    
Discussion \_\_\_\_\_

## **CHAIRPERSON'S REPORT Board Goals – 4th Quarter**

Summary: Fourth quarter Board goals for 2011-2012 will be discussed.

Governance Process: Policy 1.2 – Governing Philosophy  
Board Liaison: Ram Bhatia

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_  
Information   X    
Discussion \_\_\_\_\_

## **CHAIRPERSON'S REPORT District Boards Association Meeting**

Summary of Item:       Reports and discussion of the July District Boards Association meeting.

Board Policy and/or  
College Strategic Directions:       Policy 1.5-Board Members Role;  
Policy 1.7-Chairperson's Role

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action   X    
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

## **CHAIRPERSON'S REPORT** **Action on the Committee of the Whole**

Summary of Item:       The Administration is requesting Board approval to advance to a community survey regarding a spring referendum.

Board Policy and/or  
College Strategic Directions:       Policy 1.5-Board Members Role;  
Policy 1.7-Chairperson's Role



VIII. President's Report  
A. Dan Clancy – WTCS Report



**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_  
Information   X    
Discussion \_\_\_\_\_

**PRESIDENT'S REPORT**  
**Dan Clancy – WTCS Report**

Policy/Ends Statement:      Policy 2.1

IX. OPERATIONAL AGENDA

A. Action Agenda

1. Base Wage Agreements

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call       X    
Action         \_\_\_\_\_   
Information    \_\_\_\_\_   
Discussion     \_\_\_\_\_

**OPERATIONAL AGENDA**  
**Action Agenda**  
**Base Wage Agreements**

Summary:                    Bill Whyte will report on the base wage agreements as ratified by GTEA, GESP, and AFSCME.

ROLL CALL

Todd Battle                    \_\_\_\_\_   
Gary Olsen                    \_\_\_\_\_   
Scott Pierce                    \_\_\_\_\_   
Leslie Scherrer                \_\_\_\_\_   
Neville Simpson                \_\_\_\_\_   
Jenny Trick                    \_\_\_\_\_   
Roger Zacharias                \_\_\_\_\_   
Pamela Zenner-Richards        \_\_\_\_\_   
Ram Bhatia                    \_\_\_\_\_

Policy/Ends Statement:        Policy 2.1

## IX. OPERATIONAL AGENDA

### B. Consent Agenda

1. Finance
  - a) Financial Statement and Expenditures over \$2,500
  - b) Cash and Investment Schedules
2. Personnel Report
3. Grant Awards
4. Remissions for Out-of-State Tuition Report
5. Approval of Bids
  - a) Bid #1377 – T&I HVAC Upgrades, Kenosha Campus
  - b) Bid #1387 – iMET Center Expansion Project, Bid Package Two, Sturtevant, WI
6. Sole Source Procurement
  - a) Trane Building Automation System Including Direct Digital Controls – iMET Center, Sturtevant, WI
7. Contracts for Instructional Delivery
8. Advisory Committee Activity Report

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call  
Action X  
Information  
Discussion

## FINANCIAL STATEMENT AND EXPENDITURES OVER \$2,500

**Summary of Item:** Summary of revenue and expenditures as of **7/31/12**

Ends Statements and/or Executive Limitations  
Section 3 - Executive Limitations  
Policy 3.5 Financial Condition

**Staff Liaison:** Mark W. Zlevor

08/06/12

**GATEWAY TECHNICAL COLLEGE  
2012-13 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<b><u>COMBINED FUNDS</u></b>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 59,436,000	\$ 59,436,000	\$ -	0.00%
STATE AIDS	9,001,464	9,001,464	811,603	9.02%
STATUTORY PROGRAM FEES	18,371,000	18,371,000	8,717,279	47.45%
MATERIAL FEES	920,000	920,000	400,557	43.54%
OTHER STUDENT FEES	3,035,000	3,035,000	1,218,543	40.15%
INSTITUTIONAL	9,413,900	9,413,900	426,056	4.53%
FEDERAL	46,341,216	46,341,216	4,779,324	10.31%
OTHER RESOURCES	<u>12,000,000</u>	<u>12,000,000</u>	<u>6,370,000</u>	53.08%
<b>TOTAL REVENUE &amp; OTHER RESOURCES</b>	<b><u>\$ 158,518,580</u></b>	<b><u>\$ 158,518,580</u></b>	<b><u>\$ 22,723,362</u></b>	<b>14.33%</b>
<b>EXPENDITURES BY FUNCTION:</b>				
INSTRUCTIONAL	\$ 61,807,936	\$ 61,807,936	\$ 3,916,113	6.34%
INSTRUCTIONAL RESOURCES	1,352,000	1,352,000	91,214	6.75%
STUDENT SERVICES	61,260,086	61,260,086	5,868,290	9.58%
GENERAL INSTITUTIONAL	10,975,998	10,975,998	1,375,039	12.53%
PHYSICAL PLANT	23,538,000	23,538,000	2,642,375	11.23%
AUXILIARY SERVICES	600,000	600,000	6,343	1.06%
PUBLIC SERVICES	<u>359,560</u>	<u>359,560</u>	<u>24,200</u>	6.73%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 159,893,580</u></b>	<b><u>\$ 159,893,580</u></b>	<b><u>\$ 13,923,574</u></b>	<b>8.71%</b>
<b>EXPENDITURES BY FUNDS:</b>				
GENERAL	\$77,766,000	\$77,766,000	\$5,218,298	6.71%
SPECIAL REVENUE - OPERATIONAL	8,034,580	8,034,580	322,048	4.01%
SPECIAL REVENUE - NON AIDABLE	50,793,000	50,793,000	5,465,547	10.76%
CAPITAL PROJECTS	14,325,000	14,325,000	2,876,913	20.08%
DEBT SERVICE	8,375,000	8,375,000	34,425	0.41%
ENTERPRISE	<u>600,000</u>	<u>600,000</u>	<u>6,343</u>	1.06%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 159,893,580</u></b>	<b><u>\$ 159,893,580</u></b>	<b><u>\$ 13,923,574</u></b>	<b>8.71%</b>

08/06/12

**GATEWAY TECHNICAL COLLEGE  
2012-13 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<u>GENERAL FUND</u>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 48,830,000	\$ 48,830,000	\$ -	0.00%
STATE AIDS	5,100,000	5,100,000	811,353	15.91%
STATUTORY PROGRAM FEES	18,371,000	18,371,000	8,717,279	47.45%
MATERIAL FEES	920,000	920,000	400,557	43.54%
OTHER STUDENT FEES	1,845,000	1,845,000	751,362	40.72%
INSTITUTIONAL	2,530,000	2,530,000	25,291	1.00%
FEDERAL REVENUE	5,000	5,000	715	
OTHER RESOURCES	165,000	165,000	-	0.00%
	<u>\$ 77,766,000</u>	<u>\$ 77,766,000</u>	<u>\$ 10,706,557</u>	13.77%

**EXPENDITURES BY FUNCTION:**

INSTRUCTIONAL	\$ 51,953,000	\$ 51,953,000	\$ 3,182,266	6.13%
INSTRUCTIONAL RESOURCES	1,302,000	1,302,000	81,593	6.27%
STUDENT SERVICES	9,008,000	9,008,000	406,550	4.51%
GENERAL INSTITUTIONAL	7,840,000	7,840,000	1,219,321	15.55%
PHYSICAL PLANT	7,663,000	7,663,000	328,568	4.29%
	<u>\$ 77,766,000</u>	<u>\$ 77,766,000</u>	<u>\$ 5,218,298</u>	6.71%

08/06/12

**GATEWAY TECHNICAL COLLEGE  
2012-12 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<b><u>SPECIAL REVENUE -OPERATIONAL FUND</u></b>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
REVENUE:				
LOCAL GOVERNMENT	\$ 2,286,000	\$ 2,286,000	\$ -	0.00%
STATE AIDS	1,179,964	1,179,964	-	0.00%
INSTITUTIONAL	44,400	44,400	49,379	111.21%
FEDERAL	4,524,216	4,524,216	11,817	0.26%
	<u>\$ 8,034,580</u>	<u>\$ 8,034,580</u>	<u>\$ 61,196</u>	0.76%
EXPENDITURES BY FUNCTION:				
INSTRUCTIONAL	\$ 5,854,936	\$ 5,854,936	\$ 221,700	3.79%
STUDENT SERVICES	1,388,086	1,388,086	54,898	3.95%
GENERAL INSTITUTIONAL	456,998	456,998	21,250	4.65%
PUBLIC SERVICES	334,560	334,560	24,200	7.23%
	<u>\$ 8,034,580</u>	<u>\$ 8,034,580</u>	<u>\$ 322,048</u>	4.01%



08/06/12

**GATEWAY TECHNICAL COLLEGE  
2012-12 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<u>SPECIAL REVENUE-NON AIDABLE FUND</u>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
REVENUE:				
STATE AIDS	\$ 2,536,500	\$ 2,536,500	\$ 250	0.01%
OTHER STUDENT FEES	930,000	930,000	452,386	48.64%
INSTITUTIONAL	5,519,500	5,519,500	6,368	0.12%
FEDERAL	<u>41,807,000</u>	<u>41,807,000</u>	<u>4,766,792</u>	11.40%
	<u>\$ 50,793,000</u>	<u>\$ 50,793,000</u>	<u>\$ 5,225,796</u>	10.29%
EXPENDITURES BY FUNCTION:				
STUDENT SERVICES	\$ 50,114,000	\$ 50,114,000	\$ 5,361,211	10.70%
GENERAL INSTITUTIONAL	<u>679,000</u>	<u>679,000</u>	<u>104,336</u>	15.37%
	<u>\$ 50,793,000</u>	<u>\$ 50,793,000</u>	<u>\$ 5,465,547</u>	10.76%

08/06/12

**GATEWAY TECHNICAL COLLEGE  
2012-12 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<u><b>CAPITAL PROJECTS FUND</b></u>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
REVENUE:				
LOCAL GOVERNMENT	\$ -	\$ -	\$ -	
STATE AIDS	20,000	20,000	-	0.00%
INSTITUTIONAL	925,000	925,000	155,133	16.77%
FEDERAL	5,000	5,000	-	0.00%
OTHER RESOURCES	12,000,000	12,000,000	6,370,000	53.08%
	<u>\$ 12,950,000</u>	<u>\$ 12,950,000</u>	<u>\$ 6,525,133</u>	50.39%
EXPENDITURES BY FUNCTION:				
INSTRUCTIONAL	\$ 4,000,000	\$ 4,000,000	\$ 512,147	12.80%
INSTRUCTIONAL - RESOURCES	50,000	50,000	9,621	19.24%
STUDENT SERVICES	750,000	750,000	45,631	6.08%
GENERAL INSTITUTIONAL	2,000,000	2,000,000	30,132	1.51%
PHYSICAL PLANT	7,500,000	7,500,000	2,279,382	30.39%
PUBLIC SERVICE	25,000	25,000	-	0.00%
	<u>\$ 14,325,000</u>	<u>\$ 14,325,000</u>	<u>\$ 2,876,913</u>	20.08%

08/06/12

**GATEWAY TECHNICAL COLLEGE  
2012-13 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<b><u>DEBT SERVICE FUND</u></b>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
REVENUE:				
LOCAL GOVERNMENT	\$ 8,275,000	\$ 8,275,000	\$ -	0.00%
INSTITUTIONAL	<u>100,000</u>	<u>100,000</u>	<u>115,062</u>	115.06%
	<u><u>\$ 8,375,000</u></u>	<u><u>\$ 8,375,000</u></u>	<u><u>\$ 115,062</u></u>	1.37%
EXPENDITURES BY FUNCTION:				
PHYSICAL PLANT	\$ 8,375,000	\$ 8,375,000	\$ 34,425	0.41%
	<u><u>\$ 8,375,000</u></u>	<u><u>\$ 8,375,000</u></u>	<u><u>\$ 34,425</u></u>	0.41%

08/06/12

**GATEWAY TECHNICAL COLLEGE**  
**2012-12 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/12**

<b><u>ENTERPRISE FUND</u></b>	<b>2012-13 APPROVED BUDGET</b>	<b>2012-13 WORKING BUDGET</b>	<b>2012-13 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
REVENUE:				
LOCAL GOVERNMENT	\$ 45,000	\$ 45,000	\$ -	0.00%
OTHER STUDENT FEES	260,000	260,000	14,795	
INSTITUTIONAL	295,000	295,000	74,823	25.36%
FEDERAL	-	-	-	
	<u>\$ 600,000</u>	<u>\$ 600,000</u>	<u>\$ 89,618</u>	14.94%
EXPENDITURES BY FUNCTION:				
AUXILIARY SERVICES	<u>\$ 600,000</u>	<u>\$ 600,000</u>	<u>\$ 6,343</u>	1.06%
	<u>\$ 600,000</u>	<u>\$ 600,000</u>	<u>\$ 6,343</u>	1.06%

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call  
Action X  
Information  
Discussion

## CASH AND INVESTMENT SCHEDULES

**Summary of Item:** Monthly cash and investment schedules

Ends Statements and/or Executive Limitations:  
Section 3 - Executive Limitations  
Policy 3.5 Financial Condition

**Staff Liaison:** Mark W. Zlevor

**GATEWAY TECHNICAL COLLEGE**  
**MONTHLY CASH RECONCILIATION**  
**FOR THE MONTH ENDING JUNE 30, 2012**

**Cash Balance May 31, 2012** \$24,261,915.22

**PLUS:**

Cash Receipts 2,347,161.01

\$26,609,076.23

**LESS:**

Disbursement:

Payroll 6,530,906.32

Accounts Payable 5,793,388.89 12,324,295.21

**Cash Balance June 30, 2012** \$14,284,781.02

**DISPOSITION OF FUNDS**

Cash in Bank \$675,196.82

Cash In Transit 24,403.22

Investments 13,580,665.98

Petty Cash 4,515.00

**TOTAL: June 30, 2012** \$14,284,781.02

GATEWAY TECHNICAL COLLEGE  
MONTHLY INVESTMENT REPORT

JULY 2011 - JUNE 2012

	Investments At Beginning Of Month	Investments At End Of Month	Change In Investments For Month	Investments Income For Month	YTD Investments Income	Average Monthly Rate of Investment Income
July-11	\$ 14,143,245	\$ 9,994,812	\$ (4,148,433)	\$ 1,567	\$ 1,567	0.17
AUGUST	9,994,812	23,051,413	13,056,601	1,601	3,168	0.14
SEPTEMBER	23,051,413	21,454,092	(1,597,321)	2,679	5,847	0.14
OCTOBER	21,454,092	19,656,946	(1,797,146)	2,853	8,700	0.15
NOVEMBER	21,454,092	16,258,870	(5,195,222)	1,925	10,625	0.15
DECEMBER	16,258,870	9,260,520	(6,998,350)	1,650	12,275	0.14
January-12	9,260,520	27,262,545	18,002,025	2,025	14,300	0.15
FEBRUARY	27,262,545	45,466,134	18,203,589	3,589	17,889	0.15
MARCH	45,466,134	40,971,586	(4,494,548)	5,452	23,341	0.15
APRIL	40,971,586	26,975,189	(13,996,397)	3,604	26,945	0.15
MAY	26,975,189	24,578,352	(2,396,837)	3,162	30,107	0.15
JUNE	24,578,352	13,580,666	(10,997,686)	2,314	32,421	0.15

## INVESTMENT SCHEDULE

June 30, 2012

<u>NAME OF BANK/INST</u>	<u>DATE INVESTED</u>	<u>DATE OF MATURITY</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>	<u>PRESENT STATUS</u>
LOCAL GOV'T POOL	Various	Open	\$ 4,600,713	0.16	OPEN
WELLS FARGO	Various	Open	<u>\$ 8,979,953</u>	0.15	OPEN
		TOTAL	<u>\$ 13,580,666</u>		



**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call \_\_\_\_\_  
Action   X    
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

**PERSONNEL REPORT**

**Summary of Item: Monthly Personnel Activity Report**

**Employment Approvals: New Hires**  
**Promotions**  
**Retirements**  
**Resignations**  
**Termination**  
**Employment Approvals: Casual, Non-Instructional**

**Ends Statements and/or Executive Limitations:**  
**Section 3: Executive Limitations**  
**Policy 3.3 - Compensation & Benefits**

**Staff Liaison: William Whyte**

**PERSONNEL REPORT  
JULY-AUGUST 2012**

**EMPLOYMENT APPROVALS: NEW HIRE**

Susan Chase, Accounting Associate, Business Office; Kenosha; AFSCME; Labor Grade 5, \$39,956.80; effective July 2, 2012

Sandra Beck, Student Accounts Associate, Student Accounts; Kenosha; AFSCME; Labor Grade 5, \$39,956.80; effective June 18, 2012

Selina Hochertz, Human Resources Generalist, Human Resources; Kenosha; Administration; Compensation Grade II, \$50,160; effective July 2, 2012

Breezann M. Kober, Student Accounts Associate, Student Success/Enrollment Services; Kenosha; AFSCME; Labor Grade V, \$39,956.80; effective July 16, 2012

Katrina M. McGovern, Nursing Skills Lab Assistant, Health Occupations; Kenosha; GTEA; Column I, \$56,269.00; effective July 12, 2012

Julie Terasek, Student Accounts Specialist, Student Accounts; Kenosha; GESP; Labor Grade 12, \$49,254.40; effective June 25, 2012

**PROMOTIONS**

Eric Doherty, Director – Server and Virtualization Technology, Learning Innovation Division (LID); District-Wide; Administration; Compensation Grade V, \$72,080; previously LAN Technician; effective July 30, 2012

Robin Hoke, WEDD Project Director, WEDD; District-Wide; Administration; Compensation Grade III, \$56,000; previously WEDD/ATC Specialist; this is a two-year position based on grant funding; effective July 2, 2012

Cheryl Norton, Administrative Assistant, President's Office; Kenosha; Administration; Compensation Grade I, \$44,000; previously Student Development Associate; effective July 30, 2012

**RETURN FROM UNPAID LEAVE OF ABSENCE**

Guadalupe Badillo, Paraprofessional III, Developmental Education; Racine; GESP; Labor Grade 11, \$54,953.36; effective June 25, 2012

**RETIREMENT**

Bonnie Friday, Counselor, Student Development; Kenosha; GTEA; effective June 28, 2012

Robert M. McCrary, Local Area Network Technician, LID/Information Technology; Kenosha; GESP; effective June 29, 2012

## **RESIGNATIONS**

Leesa Abbott, Instructor Psychology, General Studies; Racine; GTEA; effective August 22, 2012

Kendra Hauch, Administrative Assistant, President's Office; Kenosha; Administration; effective July 25, 2012

Eugene Parks, Counselor-Racine, Student Development; Racine; GTEA; effective July 31, 2012

Michael Piccolo, Director Building Services, Facilities; Kenosha; Administration; effective July 27, 2012

Robbie Suhr, Instructor Graphic Design Technology, Business & IT; Racine; GTEA; effective June 29, 2012

Joel D. Wagner, Custodian, Facilities; Burlington; GESP; effective July 13, 2012

## **REDUCTION IN WORKFORCE**

David Linton, Instructor – Electro Mechanical, WEDD; Kenosha; GTEA; effective August 20, 2012

## **Employment Approvals: Casuals, Non-Instructional**

<b>Name</b>	<b>Assignment</b>	<b>Supervisor</b>
Sinnen, Jason	EMS Casual	Simmons, T.
Fillus, Misty		
Conrad, Raquel		
Pozdol, Erica	Tutor	Skewes, D.
Konsinowski, Michael	Federal Work Study	Frazier, B.
Sain-Hargrove, Lynda		O'Connell, B.
Malone, Jordan	Casual	Thompson, S.

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_X  
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

## GRANT AWARDS

Summary of Item: The college has been informed of 18 new grant awards. Seventeen of the grant awards are from the Wisconsin Technical College System for annual funding received from state and federal sources. The Wisconsin Workforce Partnership Grant from the Wisconsin Covenant Foundation is a new funding source through which Gateway will partner with Delta Hawk Engines to develop a customized Diesel Aviation Manufacturing Certificate and train 140 new workers for employment opportunities at Delta Hawk.

Attachments: Grant Awards – August 2012

College Strategic Directions  
and/or Executive Limitations: Wisconsin Statutes 38.14(4)  
Section 3 - Executive Limitations  
Policy 3.5 - Financial Condition  
College Strategic Direction #5

Staff Liaison: Anne Whynott

## AUGUST 2012 GRANT AWARDS

Project Number	Project Title	Activities	Time Frame	Number Served	Funding Source	Project Costs	Federal/State Other Fund	Match Funds
016	Adult Basic Ed-Comprehensive	Provide Adult Basic Education and English language instruction at eight sites within the three county district.	07/01/12 to 6/30/2013	1,600	WTCS/ AEFLA	\$ 1,123,935	\$509,535 45%	\$ 614,400 55% Local
017	EL/Civics	Provide ELL students with integrated English Literacy and civics instruction that is supplemented with experiential learning activities.	07/01/12 to 6/30/2013	100	WTCS/ AEFLA	\$ 10,080	\$10,080 100%	\$0
133	Wisconsin Covenant Foundation-Delta Hawk	Gateway Technical College faculty and management from the Delta Hawk Company will collaborate to develop the Diesel Aviation Manufacturing Certificate through Gateway's Workforce Economic Development Division (WEDD).	7/1/12 to 06/30/15	140	WCFA/ WI Workforce Partnership Grant	\$ 644,592	\$644,592 100% WCFI	\$0
087	Retention Services for Students of Color	Implement the Students of Color (SoC) Support Program for Gateway Technical College students to improve their retention, course and program completion.	07/01/12 to 06/30/13	150	WTCS/ C.D. PERKINS	\$100,000	\$100,000 100%	\$0
119/120	Faculty Innovating with Technology	Continue operation of the Faculty Innovating with Technology project to assist faculty with the use of instructional technologies. Training will be one-on-one as well as through seminars and workshops.	07/01/12 to 06/30/13	200	WTCS/ FDG (Faculty Development Grant)	\$103,400	\$51,700 100%	\$51,700 100% Local

**KEY:**

WTCS/AEFLA:

WCFI/WI Workforce Partnership Grant:

WTCS-C.D. PERKINS:

WTCS/FDG:

Adult Education and Family Literacy Act (AEFLA) through Wisconsin Technical College System.

Wisconsin Covenant Foundation, Inc. (WCFI) awards a Wisconsin Workforce Partnership Grant to Delta Hawk Engines, Inc.

C.D. Perkins through Wisconsin Technical College System.

Faculty Development Grants through Wisconsin Technical College System.

## AUGUST 2012 GRANT AWARDS

Project Number	Project Title	Activities	Time Frame	Number Served	Funding Source	Project Costs	Federal/State Other Fund	Match Funds
009	ABE Services	Provide adult basic education instructional services at the Kenosha and Racine Workforce Development Centers.	07/01/12 to 06/30/13	650	WTCS/ IGP (Basic Skills)	\$ 330,396	\$267,093 80.8%	\$ 63,303 19.2% Local
021	Bridge Program to CNC	Provide a pilot bridge program to prepare adult basic education students and English language learners to access and succeed in an advanced manufacturing career pathway.	07/01/12 to 06/30/13	18	WTCS/ IGP (Adult Literacy)	\$ 60,000	\$45,000 75%	\$ 15,000 25% Local
035	Expanding Associate Degree Nursing	Provide instruction and additional clinical courses to the Associate Degree Nursing Program allowing additional students to be admitted to the core clinical nursing courses.	07/01/12 to 06/30/13	70	WTCS/ GPR - Health	\$153,440	\$61,376 40%	\$ 92,064 60% Local
036	Community Pharmacy Technician	Expand the Community Pharmacy Technician diploma program by adding new sections of each of the core courses.	07/01/12 to 06/30/13	15	WTCS/ GPR - Health	\$120,180	\$48,072 40%	\$ 72,108 60% Local
050	Dental Assistant Expansion	Support instructional expenses associated with the expansion of the 2012-13 Dental Assistant Program in order to enroll, retain and graduate an additional cohort to respond to industry needs in the tri-county area.	07/01/12 to 06/30/13	18	WTCS/ GPR - Health	\$147,000	\$147,000 100%	\$ - 0% Local

KEY:

WTCS/IGP: Incentive Grant Program (Basic Skills) through Wisconsin Technical College System.

WTCS/IGP: Incentive Grant Program (Adult Literacy) through Wisconsin Technical College System.

WTCS/HEALTH: Health Care Education Grant through Wisconsin Technical College System.

## AUGUST 2012 GRANT AWARDS

Project Number	Title	Activities	Time Frame	Number Served	Funding Source	Project Costs	Federal/State		Match Funds
							Other Fund	Fund	
051	IT-Programmer Analyst	Develop and deliver a new Advanced Technical Certificate in Mobile Applications Development. Instructors will develop curriculum for two new courses and update one existing course.	07/01/12 to 06/30/13	18	WTCS/ GPR - NEO	\$45,000	\$30,000	67%	\$15,000 33% Local
054	Students of Color Success Project	Expand counseling and tutoring for minority students, utilize innovative social media to increase minority student placement and retention in postsecondary education, and work with community-based organizations to assist in the recruitment, training and retention of minority students.	07/01/12 to 06/30/13	210	WTCS/ GPR - MP/RG	\$80,886	\$60,664	75%	\$20,222 25% Local
096	Displaced Homemaker	Assist Displaced Homemakers to obtain marketable career skills and secure employment.	07/01/12 to 06/30/13	55	WTCS/ DH	\$82,410	\$74,169	90%	\$8,241 10% Local
114	Transition Services	Provide transition services for disabled students entering programs/courses at Gateway.	07/01/12 to 06/30/13	175	WTCS/ GPR - TSG	\$31,517	\$23,638	75%	\$7,879 25% Local

**KEY:**

- WTCS/NEO: New & Expanding Occupations through Wisconsin Technical College System.
- WTCS/GPR/MP/RG: Minority Participation & Retention Grants through Wisconsin Technical College System.
- WTCS/GPR-DH: General Purpose Revenue-Displaced Homemaker through Wisconsin Technical College System.
- WTCS/TSG: Transition Services Grant through Wisconsin Technical College System.

## AUGUST 2012 GRANT AWARDS

Project Number	Title	Activities	Time Frame	Number Served	Funding Source	Project Costs	Federal/State Other Fund	Match Funds
080	Strengthening Programs	Increase the percentage of students graduating within three years of entry in three large associate degree programs: Automotive Technology, Criminal Justice-Law Enforcement, and Graphic Communications through faculty advising.	07/01/12 to 06/30/13	400	WTCS/ C.D. PERKINS	\$191,036	\$191,036 100%	\$0
081	Career Prep	Provide high school students and staff with direct college services and partnerships that will result in meaningful programs of study, seamless secondary to post-secondary transition opportunities, increased awareness and use of career pathways resources, and increased articulation opportunities.	07/01/12 to 06/30/13	N/A	WTCS/ C.D. PERKINS	\$42,908	\$42,908 100%	\$0
083	Student Engagement and Success	Build pathways to student success by providing direct student and support services designed to meet the needs of at-risk students. The services funded under this project will address challenges through counseling/case management services, tutoring, disability support services, success skills workshops, and career/employment services.	07/01/12 to 06/30/13	2,050	WTCS/ C.D. PERKINS	\$1,237,085	\$775,785 62.7%	\$461,300 37.3% Local
085	NTO-Training & Employment	Provide retention services to prepare individuals to successfully complete career and technical educational programs in NTO fields and provide career development services and enrollment assistance to potential students considering enrollment in NTO career and technical education programs.	07/01/12 to 06/30/13	55	WTCS/ C.D. PERKINS	\$47,759	\$47,759 100%	0%

KEY:  
WTCS/C.D. PERKINS: Carl D. Perkins Career and Technical Improvement Act of 2006 through Wisconsin Technical College System



**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_  
Information   X    
Discussion \_\_\_\_\_

**REMISSION OF OUT-OF-STATE TUITION  
2011-2012 Report**

Summary of Item:           Included is the annual report to the District Board which will be forwarded to the Wisconsin Technical College System Office.

Ends Statements and/or Executive Limitations:  
Section 3.7 Communication and Counsel to the Board

Staff Liaison:       John Thibodeau, Susan Roberts



**Gateway Technical College  
Remissions of Out-of-State Tuition  
2011-2012**

**Needy and Worthy**

<u>Semester</u>	<u>Summer 2011</u>	<u>Fall 2011</u>	<u>Spring 2012</u>	<u>YTD 2011-12</u>
Number of Students for whom fees were remitted	0	1	1	1
Total Credits Remitted	0	0.8	2	2.8
Financial Impact of Actual Credits Remitted	\$0.00	\$44.76	\$119.90	\$156.66
% of Total based on Actual Credits Remitted	0.0%	.012%	0.03%	0.04%

**Exchange Agreements**

Gateway Technical College did not remit out of state tuition under any exchange agreements in the 2011-12 academic year.

<u>Semester</u>	<u>Summer 2011</u>	<u>Fall 2011</u>	<u>Spring 2012</u>	<u>YTD 2011-12</u>
Number of Students for whom fees were remitted	0	0	0	0
Total Credits Remitted	0	0	0	0
Financial Impact of Actual Credits Remitted	\$0.00	\$0.00	\$0.00	\$0.00
% of Total based on Actual Credits Remitted	0.0%	0.0%	0.0%	0.0%

The % of projected credits (net of community services year-to-date) may not equal the sum of the individual semesters due to rounding.

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action   X    
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

## BID NO. 1377 T & I CLASSROOMS T103, T107, T113 AND T115 HVAC UPGRADES, ACADEMIC BUILDING, MET WING - KENOSHA CAMPUS

Summary of Item: The College solicited for and received sealed bids from six (6) contractors to provide all labor and materials for the MET Wing Classrooms T013, T107, T113 and T115 HVAC Upgrades Project, Academic Building, Kenosha Campus.

Administration is recommending the contract to provide all labor and materials required for this project be awarded to:

Arteaga Construction Inc.  
Milwaukee, WI

For a Contract Value of:	\$107,900
Architect and Engineering Fees:	21,750
Trane Equipment	<u>93,183</u>
<i>(Sole Source Procurement directly from Trane)</i>	
	<b><u>\$222,833</u></b>

Funding Source: FY 12 Capital Fund  
GO Promissory Notes Series F-2012-2013A, July 2012

Attachments: Letter of Recommendation for Award of Bid and Tabulation of Bids from Partners In Design

Ends Statements  
and/or Executive  
Limitations: Section 3 – Executive Limitations,  
Policy 3.5, Financial Condition

Staff Liaison: Mark W. Zlevor



July 30, 2012

Mr. Mark Zlevor  
Gateway Technical College  
3520 30<sup>th</sup> Avenue  
Kenosha, Wisconsin 53140

Re: Kenosha Campus  
T&I Classroom T103, T107, T113 and T115 HVAC Upgrades  
Official Notice No. 1377

**Dear Mr. Zlevor:**

We received construction bids for the Kenosha Campus T&I Classroom T103, T107, T113 and T115 HVAC Upgrades on behalf of Gateway Technical College on Tuesday, July 24, 2012 at the Administration Center on the Kenosha Campus with Judy Braun in attendance on behalf of Gateway, as well as myself present on behalf of Partners in Design Architects.

Having reviewed the bids with Mr. Paruszkiewicz and yourself, Gateway has decided to accept the bid from Arteaga Construction, Inc.

We are recommending that the College enter into a contract with Arteaga Construction Inc. to complete the T&I Classroom T103, T107, T113 and T115 HVAC Upgrades project. Based on our bid evaluation, we further recommend that the contract value be \$107,900.00.

Gateway should also budget \$21,000.18 for architectural and engineering fees, as well as budget \$750.00 for reimbursable costs related to the competitive bid process. Our fee also includes a fixed fee for the electrical plans and specifications that we prepared prior to removing the scope from the project as well as the demolition scope that was prepared prior to the college handling this on their own.

The A/E and reimbursable fee breakdown is as follows:

Base Fee	\$107,900 (Arteaga) + \$93,183.00 (Trane) @ 9.25% = \$18,600.18
Electrical/Demo Scope	\$2,400.00
Reimbursable Budget	\$500 DOC Review + \$250 plans and specs=\$750.00
Total A/E Fee	\$21,750.18

Should you have any questions regarding our recommendation, please do not hesitate to give me a call.

Sincerely,

Mark A. Molinaro Jr., AIA, LEED AP



# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action   X    
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

## BID NO. 1387 iMET CENTER EXPANSION PROJECT, STURTEVANT, WI BID PACKAGE TWO

**Summary of Item:** The College solicited for and received sealed bids from various subcontractors to provide all labor and materials for the iMET Center Expansion Project Bid Package Two (includes mechanical, plumbing, electrical and fire protection work as well as architectural/engineering fees and construction manager fees).

iMET Center Expansion Project Bid Package One for site work and building shell was approved by the Gateway Board at their June 21, 2012 meeting for a total contract value of \$1,072,618.

Administration is recommending the contract for Bid Package Two and all associated work required for this project based on the subcontractor bids received be awarded to:

Riley Construction  
Kenosha, WI  
For a total Bid Package Two Contract Value of: **\$581,248**

**Total Project Costs**  
Bid Package Two Contract Value: \$581,248  
Architect/Engineering Fees and Reimbursables: 141,545  
Bid Package One Contract Value: 1,072,618  
**Total Project Costs: \$1,795,411**

Funding Sources: **FY 12 Capital Fund - \$550,050**  
GO Promissory Notes Series F-2012-2013A, July 2012  
**Gateway Technical College Foundation - \$1,245,361**

**Attachments:** Letter of Recommendation for Award of Bid and Tabulation of Bids from Partners in Design Architects

**Ends Statements and/or Executive Limitations:** Section 3 – Executive Limitations, Policy 3.5, Financial Condition

**Staff Liaison:** Mark W. Zlevor

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August 02, 2012

Mr. Mark Zlevor  
Gateway Technical College  
3520 30<sup>th</sup> Avenue  
Kenosha, Wisconsin 53140

Re: Racine Campus  
iMET Center Expansion  
Official Notice No. 1387

**Dear Mr. Zlevor:**

On Friday, June 28, 2012 at the office of your construction manager, Riley Construction, subcontractor bids were received for Bid Package Two related to the iMET Center Expansion Project. Representatives of the college, our office and Riley were present for the receipt of bids. Since that date we have been working with the college and Riley Construction, to evaluate the bids and review any potential value engineering options.

Bid Package Two included the mechanical, plumbing, electrical and fire protection trades along with several alternate bids.

Attached you will find a bid tabulation for bid package two prepared by your construction manager. After reviewing these bids for compliance with the overall project budget and previous board action, as well as individual subcontractor compliance with the apprenticeship language included in the bid documents, we are recommending approval of Bid Package Two in the amount of \$581,248.00.

Following board approval, Riley Construction will draft a GMP AIA contract for review and signature both parties.

Additionally, we are recommending the college budget an additional \$132,824.48 for A/E fees and \$8,720.77 for reimbursable expenses.

Should you have any questions regarding our recommendation, please do not hesitate to give me a call.

Sincerely,

Mark A. Molinaro Jr., AIA, LEED AP



# BID TABULATION

**Project:** iMET Center Expansion  
**Location:** Sturtevant, WI  
**Owner:** Gateway Technical College  
**Architect:** Partners In Design  
**BID/GMP Value:** \$24,836  
**Bid Opening Date:** 6/29/2012  
**Attendees:** Dave Riley, David Hanner, Erin Anderson (RCCI);  
 Andrea Cecelia (PID); Mark Zlevor, John Theilen (GTC)

**Bid Package #:** 2 - Contract #11  
**Description:** Flooring  
**Bid Due Date:** June 29, 2012  
**Bid Due Time:** 11:00 AM

Forever Floors	BSI	Commercial Flooring, Inc.	H.J. Martin & Son, Inc.	Halverson Carpet Center	Handland Flooring	Lippert Tile Co., Inc.	The Orlandini Company	United Flooring, Inc.
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SCOPE DESCRIPTION	SUBCONTRACTOR/SUPPLIER								
<b>Base Bid</b>	\$ 34,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alternate #1	N/A	Declined Invitation to Bid	Declined Invitation to Bid	Declined Invitation to Bid	Declined Invitation to Bid	Declined Invitation to Bid	Declined Invitation to Bid	Declined Invitation to Bid	Declined Invitation to Bid
Alternate #2	N/A								
Alternate #3	No Bid								
Alternate #4	N/A								
Alternate #5	N/A								
Alternate #6	No Bid								
<b>Subtotal:</b>	\$ 34,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appv'd (Y/N)	Y								
Ackn. Schedule (Y/N)	Y								
Addenda (#, Y/N)	Y								
Bid Bond (Y/N)	N								
P&P Bond (Y/N)	Y								
Sales Tax (Y/N)	Y								
Prevail. Wage Req. (Y/N)	Y								
Apprenticeship Req. (Y/N)	Y								
Post-Bid Interview (Y/N)	Y								
Notes/Comments									
<b>Total:</b>	\$ 34,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Variance [Over/(Under)]:</b>	\$ 9,344								

**Recommended Award:** Forever Floors

**Owner Approval:** \_\_\_\_\_

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





## BID TABULATION

**Project:** iMET Center Expansion  
**Location:** Sturtevant, WI  
**Owner:** Gateway Technical College  
**Architect:** Partners In Design  
**BID/GMP Value:** \$36,900  
**Bid Opening Date:** 6/29/2012  
**Attendees:** Dave Riley, David Hanner, Erin Anderson (RCCI);  
 Andrea Cecelia (PID); Mark Zlevor, John Theilen (GTC)

**Bid Package #:** 2 - Contract #13  
**Description:** Fire Protection  
**Bid Due Date:** June 29, 2012  
**Bid Due Time:** 11:00 AM

	Automatic Fire Systems	Design-Build Fire Protection	Decker Fire Protection	Fireline Sprinkler Corp.	United States Alliance FP				
SCOPE DESCRIPTION	SUBCONTRACTOR/SUPPLIER								
<b>Base Bid</b>	\$ 29,890	\$ 37,350	\$ 46,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alternate #1	N/A	N/A	N/A	Declined Invitation to Bid	Declined Invitation to Bid				
Alternate #2	N/A	N/A	N/A						
Alternate #3	No Bid	No Bid	No Bid						
Alternate #4	N/A	N/A	N/A						
Alternate #5	N/A	N/A	N/A						
Alternate #6	No Bid	No Bid	No Bid						
<b>Subtotal:</b>	\$ 29,890	\$ 37,350	\$ 46,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appv'd (Y/N)	Y	Y	Y						
Ackn. Schedule (Y/N)	Y	Y	Y						
Addenda (#, Y/N)	Y	Y	Y						
Bid Bond (Y/N)	Y	Y	Y						
P&P Bond (Y/N)	Y	Y	Y						
Sales Tax (Y/N)	Y	Y	Y						
Prevail. Wage Req. (Y/N)	Y	Y	Y						
Apprenticeship Req. (Y/N)	Y	Y	Y						
Post-Bid Interview (Y/N)	N	N	N						
Notes/Comments									
<b>Total:</b>	\$ 29,890	\$ 37,350	\$ 46,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Variance [Over/(Under)]:</b>	\$ (7,010)	\$ 450	\$ 9,785						

**Recommended Award:** Automatic Fire Systems

**Owner Approval:** \_\_\_\_\_

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



## BID TABULATION

**Project:** iMET Center Expansion  
**Location:** Sturtevant, WI  
**Owner:** Gateway Technical College  
**Architect:** Partners In Design  
**BID/GMP Value:** \$42,122  
**Bid Opening Date:** 6/29/2012  
**Attendees:** Dave Riley, David Hanner, Erin Anderson (RCCI);  
 Andrea Cecelia (PID); Mark Zlevor, John Theilen (GTC)

**Bid Package #:** 2 - Contract #14  
**Description:** Plumbing  
**Bid Due Date:** June 29, 2012  
**Bid Due Time:** 11:00 AM

	Ideal Plumbing & Heating	Joe DeBelak Plumbing	Lee Plumbing	Martin Petersen Co.	Zien Services, Inc.				
SCOPE DESCRIPTION	SUBCONTRACTOR/SUPPLIER								
<b>Base Bid</b>	\$ 74,889	\$ 78,369	\$ 77,588	\$ 83,000	\$ 83,766	\$ -	\$ -	\$ -	\$ -
Alternate #1	N/A	N/A	N/A	N/A	N/A				
Alternate #2	N/A	N/A	N/A	N/A	N/A				
Alternate #3	No Bid	No Bid	No Bid	No Bid	No Bid				
Alternate #4	N/A	N/A	N/A	N/A	N/A				
Alternate #5	N/A	N/A	N/A	N/A	N/A				
Alternate #6	No Bid	No Bid	No Bid	No Bid	No Bid				
VE - High-Low EWC	(2,800)	(2,800)	(2,800)	(2,800)	(2,800)				
VE - Stainless Half-Round	(1,055)	(1,055)	(1,055)	(1,055)	(1,055)				
VE - Reduce CA Scope	(3,989)	(3,989)	(3,989)	(3,989)	(3,989)				
<b>Subtotal:</b>	\$ 67,045	\$ 70,525	\$ 69,744	\$ 75,156	\$ 75,922	\$ -	\$ -	\$ -	\$ -
Appv'd (Y/N)	Y	Y	Y	Y	Y				
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y				
Addenda (#, Y/N)	Y	Y	Y	Y	Y				
Bid Bond (Y/N)	Y	Y	Y	Y	Y				
P&P Bond (Y/N)	Y	Y	Y	Y	Y				
Sales Tax (Y/N)	Y	Y	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y	Y	Y				
Apprenticeship Req. (Y/N)	Y	Y	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	N	N	N	N				
Notes/Comments									
<b>Total:</b>	\$ 67,045	\$ 70,525	\$ 69,744	\$ 75,156	\$ 75,922	\$ -	\$ -	\$ -	\$ -
<b>Variance [Over/(Under)]:</b>	\$ 24,923	\$ 28,403	\$ 27,622	\$ 33,034	\$ 33,800				

**Recommended Award:** Ideal Plumbing & Heating

**Owner Approval:** \_\_\_\_\_

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



# BID TABULATION

**Project:** iMET Center Expansion  
**Location:** Sturtevant, WI  
**Owner:** Gateway Technical College  
**Architect:** Partners In Design  
**BID/GMP Value:** \$127,800  
**Bid Opening Date:** 6/29/2012  
**Attendees:** Dave Riley, David Hanner, Erin Anderson (RCCI);  
 Andrea Cecelia (PID); Mark Zlevor, John Theilen (GTC)

**Bid Package #:** 2 - Contract #15  
**Description:** HVAC  
**Bid Due Date:** June 29, 2012  
**Bid Due Time:** 11:00 AM

	Mechanical, Inc.	Brenner Corporation	Ideal Plumbing & Heating	Martin Petersen Co.	Southport Plumbing & Heating				
<b>SCOPE DESCRIPTION</b>	<b>SUBCONTRACTOR/SUPPLIER</b>								
<b>Base Bid</b>	\$254,900	\$292,000	\$258,700	\$279,935	\$294,000	\$ -	\$ -	\$ -	\$ -
Alternate #1	N/A	N/A	N/A	N/A	N/A				
Alternate #2	N/A	N/A	N/A	N/A	N/A				
Alternate #3	No Bid	No Bid	No Bid	No Bid	No Bid				
Alternate #4	N/A	N/A	N/A	N/A	N/A				
Alternate #5	N/A	N/A	N/A	N/A	N/A				
Alternate #6	(67,150)	(66,000)	(62,000)	(61,000)	(61,035)				
VE - Finish on Fans	(7,500)	(7,500)	(7,500)	(7,500)	(7,500)				
VE - Ceiling Fans	(13,000)	(13,000)	(13,000)	(13,000)	(13,000)				
VE - Spiral Duct	(800)	(800)	(800)	(800)	(800)				
VE - Eliminate EWH in IT	(325)	(325)	(325)	(325)	(325)				
<b>Subtotal:</b>	\$166,125	\$204,375	\$175,075	\$197,310	\$211,340	\$ -	\$ -	\$ -	\$ -
Appv'd (Y/N)	Y	Y	Y	Y	Y				
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y				
Addenda (#, Y/N)	Y	Y	Y	Y	Y				
Bid Bond (Y/N)	Y	Y	Y	Y	Y				
P&P Bond (Y/N)	Y	Y	Y	Y	Y				
Sales Tax (Y/N)	Y	Y	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y	Y	Y				
Apprenticeship Req. (Y/N)	Y	Y	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	N	N	N	N				
Notes/Comments									
<b>Total:</b>	\$166,125	\$204,375	\$175,075	\$197,310	\$211,340	\$ -	\$ -	\$ -	\$ -
<b>Variance [Over/(Under)]:</b>	\$ 38,325	\$ 76,575	\$ 47,275	\$ 69,510	\$ 83,540				

**Recommended Award:** Mechanical, Inc.

**Owner Approval:** \_\_\_\_\_

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



# BID TABULATION

**Project:** iMET Center Expansion  
**Location:** Sturtevant, WI  
**Owner:** Gateway Technical College  
**Architect:** Partners In Design  
**BID/GMP Value:** \$214,259  
**Bid Opening Date:** 6/29/2012  
**Attendees:** Dave Riley, David Hanner, Erin Anderson (RCCI);  
 Andrea Cecelia (PID); Mark Zlevor, John Theilen (GTC)

**Bid Package #:** 2 - Contract #16  
**Description:** Electrical  
**Bid Due Date:** June 29, 2012  
**Bid Due Time:** 11:00 AM

	Wil-Surge Electric	Electrical Contractors, Inc.	Pieper Power	Roman Electric Co.	Triple E Electric				
<b>SCOPE DESCRIPTION</b>	<b>SUBCONTRACTOR/SUPPLIER</b>								
<b>Base Bid</b>	\$338,402	\$367,400	\$382,567	\$369,840	\$343,150	\$ -	\$ -	\$ -	\$ -
Alternate #1	N/A	N/A	N/A	N/A	N/A				
Alternate #2	N/A	N/A	N/A	N/A	N/A				
Alternate #3	No Bid	No Bid	No Bid	No Bid	No Bid				
Alternate #4	N/A	N/A	N/A	N/A	N/A				
Alternate #5	N/A	N/A	N/A	N/A	N/A				
Alternate #6	No Bid	No Bid	No Bid	No Bid	No Bid				
VE - Cree Fixtures	(83,470)	(83,470)	(83,470)	(83,470)	(83,470)				
VE - Network Neutral	(11,446)	(11,446)	(11,446)	(11,446)	(11,446)				
VE - Switchgear	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)				
VE - Electrical Study	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)				
VE - Cable Tray	(4,253)	(4,253)	(4,253)	(4,253)	(4,253)				
VE - Alum. Transformers	(500)	(500)	(500)	(500)	(500)				
VE - Alum. Switchboard	(500)	(500)	(500)	(500)	(500)				
VE - Eliminate EWH in IT	(200)	(200)	(200)	(200)	(200)				
<b>Subtotal:</b>	\$234,033	\$263,031	\$278,198	\$265,471	\$238,781	\$ -	\$ -	\$ -	\$ -
Appv'd (Y/N)	Y	Y	Y	Y	Y				
Ackn. Schedule (Y/N)	Y	Y	Y	Y	Y				
Addenda (#, Y/N)	Y	Y	Y	Y	Y				
Bid Bond (Y/N)	Y	Y	Y	Y	Y				
P&P Bond (Y/N)	Y	Y	Y	Y	Y				
Sales Tax (Y/N)	Y	Y	Y	Y	Y				
Prevail. Wage Req. (Y/N)	Y	Y	Y	Y	Y				
Apprenticeship Req. (Y/N)	Y	Y	Y	Y	Y				
Post-Bid Interview (Y/N)	Y	N	N	N	N				
Notes/Comments									
<b>Total:</b>	\$234,033	\$263,031	\$278,198	\$265,471	\$238,781	\$ -	\$ -	\$ -	\$ -
<b>Variance [Over/(Under)]:</b>	\$ 19,774	\$ 48,772	\$ 63,939	\$ 51,212	\$ 24,522				

**Recommended Award:** Wil-Surge Electric

**Owner Approval:** \_\_\_\_\_

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

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action   X    
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

## SOLE SOURCE PROCUREMENT TRANE BUILDING AUTOMATION SYSTEM INCLUDING DIRECT DIGITAL CONTROLS IMET CENTER, STURTEVANT, WI

Summary of Item: Under the cooperative purchasing network state-approved TCPN contract #R5045, administration recommends the purchase and installation of Trane Building Automation System Including Direct Digital controls for the iMET Center, Sturtevant, WI.

Administration is recommending the contract to provide all labor and materials required for this system be awarded to:

Trane U.S. Inc.  
Milwaukee, WI

For a Contract Value of: **\$102,749**

Funding Source: FY 12 Capital Fund  
GO Promissory Notes Series F-2012-2013A, July 2012

Attachments: Proposal from Trane U.S., Inc.  
TCPN Contract #R5045 Summary Sheet

Ends Statements  
and/or Executive  
Limitations: Section 3 – Executive Limitations,  
Policy 3.5, Financial Condition

Staff Liaison: Mark W. Zlevor

Top743.docx 08/03/12



# Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED  
© 2011 Trane All rights reserved*

**Prepared For:**  
All Bidders

**Date:** July 25, 2012

**Proposal Number:** T5-56506-1

**Job Name:**  
GTC Racine iMET JCI Retrofit

**Engineer:**

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**  
Net 30 Days

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Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

**Scope of Work:**

We will design, furnish and install a **Trane Tracer™** Building Automation System (BAS) for Direct Digital Control (DDC). Trane will replace the existing Johnson Controls supervisory controller, and field level controls with BACNET devices and Trane compatible sensors. The building operator will have access to the System Controller either by direct connection or via the building's intranet using a web browser on the customer supplied PC.

**Controls Equipment:**

- Provide and install (1) Web Based Trane System Controller (SC) with BACNET communication.
- For RTUs 1, 4, and 6, replace the JCI UNT controllers and discharge air sensors.
- For RTUs 2, 3, and 5, replace the JCI N2 communicating thermostats with BACNET communicating thermostats.
- For (28) VAVs, replace the JCI VMA controllers, duct and room sensors with BACNET controllers and Trane sensors.
- For EF-1, control the start/stop/status through Trane.
- For the 2<sup>nd</sup> floor server room, furnish and install (1) room temperature and (1) room humidity sensor to monitor and alarm the conditions of the room.

**Professional Documentation:**

Engineered DDC System Control Drawings  
DDC Commissioning Verification Sheets

**Installation:**

Installation labor and materials for the Control system is included with this proposal.

**Services:**

Professional Project Management  
Programming and commissioning of systems  
Point Mapping  
Control system design drawings mark ups for record drawings.

**Graphics:** Equipment and 2D floor plan Graphics will be provided by Trane.

**Owner Training:** On Site Training provided

**Warranty:** (1) Year Workmanship and Material

**Not Included:**

- Test and balance services
- Fees, Bonds & Permits
- Video Taped Training is not allowed

**Clarifications & Assumptions:**

- Assumed Normal working hours M-F 7:00 a.m to 4:00 p.m.
- Low voltage electrical installation shall be in plenum rated cable where concealed and EMT conduit where exposed.
- This proposal is valid for 30 days.

Total Net Sale Price ..... **\$38,586.29**

**TCPN PROPOSAL # 33-10005-12-002**

**Trane Climate Solutions  
Ingersoll Rand**

**This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions.**

**TERMS AND CONDITIONS - INSTALLATION****"Company" shall mean Trane U.S. Inc..**

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Work. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Work. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

**2. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**3. Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**4. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**5. Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**6. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**7. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

**8. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**9. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**10. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**11. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**12. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and



action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

**16. Indemnity.** Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**11. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Warranty. Defects must be reported to Company within the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Trane's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Trane or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing

any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S Public Laws 110-161, 111-8, and 111-117.**

1-26.251-10(January 31, 2012)  
Supersedes 1-26.251-10(October 14, 2011)



# PROPOSAL

(Valid for 30 days from Proposal date)

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

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**Prepared For:**  
Gateway Tech

**Date:** 7/24/12

**Proposal Number:** T5-56051-3

**Job Name:**  
GTC Racine iMET Center Expansion  
Controls Proposal

**Engineer:**  
IBC Engineering Services Inc  
N8 W22195 Johnson Dr.  
Suite 180  
WAUKESHA, WI 53186

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**  
Net 30 Days

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Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

## ALTERNATE BID #6

### Product Data - Controls

Furnish and install a **Trane Tracer** Building Automation System (BAS) for Direct Digital Control (DDC) and Monitoring. Programming, Engineering, Graphics, Control Wire Install, Controllers, Sensors, Actuators, and Valves as needed to complete scope.

**EXCLUDES ALL DAMPERS UNLESS CALLED OUT, FIRE SMOKE DETECTORS, FIRE DAMPERS, LIFE SAFETY CONTROL**

### SCOPE:

- Web Based Trane System Controller (SC) with BACNET communication.
- RTU with factory BACNET interface, furnish wiring, programming/commissioning.
- (12) VAVs cooling only, furnish BACNET controllers, wireless room sensors, 24vac, wiring, programming/commissioning.
- VAV bypass damper, furnish BACNET controller, duct sensors, 24vac, wiring, programming/commissioning.
- SFs 1-2 and EFs 3-4, furnish (1) BACNET controller, sensors, switches, interlock wiring, programming/commissioning.
- EF-5, furnish reverse acting thermostat, wiring.
- (2) ductless split systems, furnish wiring interlocks to condensers.
- MUA-1 and EF-2, furnish (1) BACNET controller, sensors, switches, interlock wiring, programming/commissioning.
- (4) GFUH, furnish room thermostats, wiring.

### Professional Documentation:

Engineered DDC System Control Drawings  
DDC Commissioning Verification Sheets

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J:\JOBS\105\56051\3\GTC Racine iMET Center Expansion Proposal Rev-1.doc

**Installation:** Installation labor and materials for the Control system is included with this proposal.

**Services:** Professional Project Management  
Programming and commissioning of systems  
Point Mapping  
Control system design drawings mark ups for record drawings.

**Owner Training:** On Site Training provided

**Warranty:** (1) Year Workmanship and Material

**Not Included:**

- Motor Starters, VFD installation and power wiring.
- Control wiring not in conduit in accessible areas
- Control of ceiling exhaust fans.
- Integration to existing control system.
- Disconnects
- Provision & Wiring of Smoke/Fire Dampers
- Provision & Wiring of Smoke Detectors
- Wiring of Smoke Detectors or Smoke/Fire Dampers to Fire Alarm Panel
- Assembly and/or Installation of Accessories for HVAC Equipment (i.e. dampers, valves, sensor wells, AFMS, etc) unless specifically listed above
- Test and balance services
- Fees, Bonds & Permits
- Video Taped Training is not allowed

**Note:**

- Pricing is based on F.O.B. jobsite

**Total Net Price FOR ALTERNATE BID #6 (Excluding Sales Tax) .....\$64,162.52**

**TCPN PROPOSAL # 33-10005-12-002**

**Mike Stanczyk - Trane U.S. Inc.**  
11400 W. Theodore Trecker Way  
Milwaukee, WI 53214-1137  
Phone: (414) 266-5200  
Fax: (414) 266-5216

**This proposal is subject to your acceptance of the attached Trane terms and conditions.**

**TERMS AND CONDITIONS - EQUIPMENT**

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Equipment. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Work. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

**2. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**3. Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

**4. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date and will notify Customer if the estimated delivery dates cannot be honored and will deliver the and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery times.

**5. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal, and submittal data (if such data is issued in connection with the order), and Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. If Company and Customer are unable to agree on revised prices or terms, the order may be cancelled without any liability. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered which does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

**6. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**7. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

**8. Indemnity.** Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify

will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**9. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company does not waive any rights of subrogation.

**10. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Equipment furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

**11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

**12. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**13. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**14. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance shall be any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**15. Invoicing and Payment.** Equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company in accordance with its credit and collections policy. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**16. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**17. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a US location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**19. NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S. Public Laws 110-161, 111-8, and 111-117.**

**20. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). **This provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-4(10011)  
Supersedes 1-26.130-4(0511v3)

**Company:**

Trane

**Contract(s):**

Heating, Ventilating, Air Conditioning & Plumbing

**Contract Number:**

R5045 (All PO's must reference "Per TCPN Contract")

**Contract Term:**

October 13, 2010 to September 30, 2012 (with five optional annual renewals)

**Products and Services:**

All HVAC and plumbing products and services available through the Trane Company including: Refrigeration, unitary, air handlers, air terminal devices & heating products, DDC controls, cooling towers, pumps, invertors, heat recovery, boilers & water heaters, dust collectors, plumbing fixtures, training services, start-up & commissioning services, installation & turnkey contracting, Energy Savings Performance contracting (PACT-Performance Agreement for Comfort from Trane), financial services, scheduled maintenance, repair services with coverage, plumbing services, warranty services, site surveys, equipment rentals, professional services, Parts Inventory Pricing Program (PIPP), Facilities Management, Ingersoll-Rand Securities, impact tools & air compressors.

**Documents:**

[Click Here for Due Diligence Documents](#)

[Click Here for Trane contract R5045](#)

**Order Placement:**

Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."

**Pricing:**

Contact Vendor for Pricing

**Vendor Contacts:**

[Click Here to Find Your Nearest Trane](#)

[Representative](#)

**Vendor Website:**

<http://www.trane.com>



# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_____
Action	<u>  X  </u>
Information	_____
Discussion	_____

## CONTRACTS FOR INSTRUCTIONAL DELIVERY

- Summary of Items:
- 1. 38.14 Contract reports for June 2012 over \$500**  
lists all contracts for service of \$500 or greater completed or in progress for the time period of June 2012.
  - 2. 38.14 Contract reports for June 2012 under \$500 -**  
lists all contracts for service less than \$500 completed or in progress for the time period of June 2012.

Ends Statements and/or Executive Limitations:  
Policy 4.4 College Strategic Directions/Ends Statements #1 and #3

Staff Liaison:                   Debbie Davidson

**38.14 CONTRACT REPORT  
FOR THE PERIOD OF JUNE 2012**

Gateway Technical College  
Contracts Over \$500.00

Contract Number	Company & City	Type of Recipient	Services	Type of Service	Dates	Estimated Cost of Service	Course Number	Number Served
2012-0285	Johnson Wax Racine	41	Outlook Excel Word 1 Word 2 Excel 2 Excel 3	CT	1/24/12- 3/27/12	2,646.00	103-422-3sba, 3sbb 103-433b-3sba 103-435b-3sba 103-476c-3sba, 3sbb 103-435b-3sbb, 3sbc, 3sbd, 3sbe	61
2012-0322	Meredith's Culligan Water WATG 150 Union Grove	41	Word 1 Word 2 Excel 1 Excel 2 Outlook 1 PowerPoint 2	CT	5/1/12- 8/31/12	7,735.00	103-476g-3zbl 103-495b-1zbl 103-420h-1zba	112
2012-0330	UW Milwaukee PD Milwaukee	21	EVOC	CT	5/14/12- 5/18/12	892.14	504-459-3k1a 504-430-3k1a	2
2012-0331	WI-DNR Wausaukee	21	EVOC	CT	5/14/12- 5/18/12	892.14	504-459-3k1b 504-430-3k1b	2
2012-0343	Kenosha PD Kenosha	21	Firearms Instructor Training	CT	2/6/12- 2/10/12	1,373.28	504-467-3k1a	4
2012-0344	Caledonia PD Caledonia	21	Firearms Instructor Training	CT	5/14/12- 5/18/12	686.64	504-467-3k1b	2
2012-0051	NAMI Kenosha	42	Technical Assistance – CIT	TA	5/21/12- 5/22/12	1,814.95	900-019-1k1x	1
2012-0376	NC3 Pleasant Prairie	41	Technical Assistance – CDL	TA	6/18/12	15,405.00	900-019-3m1b	1
2012-0377	Kenosha PD Kenosha	21	Accident Investigation	CT	3/26/12- 3/30/12	1,042.55	504-447-3h1a	5
2012-0378	Caledonia PD Caledonia	21	Accident Investigation	CT	3/26/12- 3/30/12	625.53	504-447-3h1b	3
2013-0031	Forest County Potawatomi Gaming Commission Milwaukee	41	BICSI IN 101	CT	6/18/12- 6/23/12	9,849.00	150-411-1zbw	6

2013-0066	GTC Foundation Kenosha	18	CNC Intro CNC Machine tool CNC Offsets Gauging/Inspection Blueprint Reading Intro to Lean Six Sigma Mfg. Shop Safety Oral Interpersonal Skills Applied Math	CT	5/21/12- 8/24/12	48,000.00	420-342-1rba 420-343-1rba 420-344-1rba 420-345-1rba 421-376-1rba 623-146-1rba 623-147-1rba 801-196-1rba 804-370-1rba	15
2013-0067	Kenosha County Job Center – Kenosha	21	CNC Intro CNC Machine tool CNC Offsets Gauging/Inspection Blueprint Reading Intro to Lean Six Sigma Mfg. Shop Safety Oral Interpersonal Skills Applied Math	CT	5/21/12- 8/24/12	16,000.00	420-342-1kba 420-343-1kba 420-344-1kba 420-345-1kba 421-376-1kba 623-146-1kba 623-147-1kba 801-196-1kba 804-370-1kba	5
2013-0068	Racine Unified Racine	11	Blood Pressure	CT	6/4/12- 06/15/12	1,364.50	510-407-1rbb, 1rbc	36
2013-0069	Racine Unified Racine	11	Nursing Assistant	CT	6/8/12- 7/23/12	16,321.20	543-300-1rbb, 1rbc	36
2013-0071	Wilmot High School Wilmot	11	PC Basics/MS Office	CT	6/12/12- 7/26/12	15,311.20	103-199t-1zta 103-199t-1ztb	37
2013-0082	Snap-on Milwaukee	41	FANUC Robot Programming	CT	5/21/12- 5/24/12	4,704.00	620-410a-1zb	6
2013-0084	USG Interiors Walworth	41	Fundamentals of Supervision	CT	5/17/12- 6/6/12	1,233.72	196-490a-1zbx 196-490a-1zby	3

**Type of Service Recipient**

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- 13=Public Educ. Inst./K-12-Slotter
- 15=Multiple Educational Inst.
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- 19=Private Educational Institutions
- 21=WI Local Governmental Units
- 22=Indian Tribal Governments
- 23=Economic Development Corp.
- 24=County Board of Supervisors
- 25=Multiple Local Governmental Units
- 31=State of Wisconsin
- 32=WI Dept. of Corrections
- 33=WI Division of Voc. Rehabilitation
- 35=Multiple State Governmental Units
- 41=Business & Industry
- 42=Community Based Organization
- 43=Workplace Education initiative
- 44= WMEP Related Contracts
- 45=Multiple Business &/or Industries
- 47= WAT Grant
- 51=Federal Government
- 55=Multiple Federal Government Units
- 61=Foreign Governments
- 62=States Other Than WI
- 63=Out of State Businesses

**Type of Service**

- C=Customized Instruction
- T=Technical Assistance
- F=Fiscal & Management Service

District Contact \_\_\_\_\_ Date \_\_\_\_\_  
 District Contact \_\_\_\_\_ Date \_\_\_\_\_  
 I affirm that the foreign and out-of-state contracts in this report are in compliance with the requirements of s.38.14(3), Wisconsin Statutes.

President \_\_\_\_\_ Date \_\_\_\_\_

**38.14 CONTRACT REPORT  
FOR THE PERIOD OF JUNE 2012**

Gateway Technical College  
Contracts Under \$500.00

Contract Number	Company & City	Type of Recipient	Services	Type of Service	Dates	Estimated Cost of Service	Course Number	Number Served
2012-0302	KUSD Lakeview Pleasant Prairie	11	CAD/Intermediate	CT	9/6/11-1/12/12	391.68	606-127-211b	1
2012-0332	Greenfield PD Greenfield	21	EVOC	CT	5/14/12-5/18/12	446.07	504-459-3k1c 504-430-3k1c	1
2012-0333	Oak Creek PD Oak Creek	21	EVOC	CT	5/14/12-5/18/12	446.07	504-459-3k1d 504-430-3k1d	1
2012-0334	Brookfield PD Brookfield	21	EVOC	CT	5/14/12-5/18/12	446.07	504-459-3k1e 504-430-3k1e	1
2012-0335	Caledonia PD Caledonia	21	Police Photography	CT	4/16/12-4/17/12	171.48	504-470-3e1a	3
2012-0336	Elkhorn PD Elkhorn	21	Police Photography	CT	4/16/12-4/17/12	114.32	504-470-3e1b	2
2012-0337	Twin Lakes PD Twin Lakes	21	Police Photography	CT	4/16/12-4/17/12	114.332	504-470-3e1c	2
2012-0338	Brown Deer PD Brown Deer	21	Police Photography	CT	4/16/12-4/17/12	57.16	504-470-3e1d	1
2012-0339	Calumet County Sheriff Chilton	21	Police Photography	CT	4/16/12-4/17/12	57.16	504-470-3e1e	1
2012-0340	Franklin PD Franklin	21	Police Photography	CT	4/16/12-4/17/12	57.16	504-470-3e1F	1
2012-0341	Middleton PD Middleton	21	Police Photography	CT	4/16/12-4/17/12	57.16	504-470-3e1G	1
2012-0342	Waukesha County Sheriff Waukesha	21	Police Photography	CT	4/16/12-4/17/12	57.16	504-470-3e1H	1
2012-0345	UW Milwaukee PD Milwaukee	21	Firearms Instructor Training	CT	2/6/12-2//10/12	343.32	504-467-3k1c	1
2012-0346	Mt. Pleasant PD Mt. Pleasant	21	Firearms Instructor Training	CT	2/6/12-2//10/12	343.32	504-467-3k1d	1

2012-0347	Salem PD Salem	21	Firearms Instructor Training	CT	2/6/12- 2//10/12	343.32	504-467-3k1e	1
2012-0348	Twin Lakes PD Twin Lakes	21	Firearms Instructor Training	CT	2/6/12- 2//10/12	343.32	504-467-3k1f	1
2012-0349	UW-Whitewater PD Whitewater	21	Firearms Instructor Training	CT	2/6/12- 2//10/12	343.32	504-467-3k1g	1
2012-0350	WI-DNR Chilton	21	Firearms Instructor Training	CT	2/6/12- 2//10/12	343.32	504-467-3k1h	1
2012-0354	West Allis PD West Allis	21	IDC Training	CT	5/7/12- 5/10/12	321.04	504-427-3k1a	4
2012-0355	Kenosha PD Kenosha	21	IDC Training	CT	5/7/12- 5/10/12	240.78	504-427-3k1b	3
2012-0356	Brown Deer PD Brown Deer	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1c	1
2012-0357	Delavan PD Delavan	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1d	1
2012-0358	Elkhorn PD Elkhorn	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1f	1
2012-0359	Franklin PD Franklin	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1g	1
2012-0360	Milwaukee PD Milwaukee	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1h	1
2012-0361	Racine PD Racine	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1i	1
2012-0362	Racine County Sheriff Racine	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1j	1
2012-0363	UW Milwaukee PD Milwaukee	21	IDC Training	CT	5/7/12- 5/10/12	80.26	504-427-3k1k	1
2012-0364	WI DNR Milwaukee	21	IDC Training	CT	5/7/12- 5/10/12	160.52	504-427-3k1L	2
2012-0365	Marquette County Sheriff Marquette	21	FTO Training	CT	2/21/12- 2/24/12	410.00	504-401-3k1a	5
2012-0366	Oak Creek PD Oak Creek	21	FTO Training	CT	2/21/12- 2/24/12	328.00	504-401-3k1b	3
2012-0367	Caledonia PD Caledonia	21	FTO Training	CT	2/21/12- 2/24/12	164.00	504-401-3k1c	2

2012-0365	Delafield PD Delafield	21	FTO Training	CT	2/21/12- 2/24/12	164.00	504-401-3k1d	2
2012-0369	Pleasant Prairie PD Pleasant Prairie	21	FTO Training	CT	2/21/12- 2/24/12	164.00	504-401-3k1e	2
2012-0370	Wausau PD Wausau	21	FTO Training	CT	2/21/12- 2/24/12	164.00	504-401-3k1f	2
2012-0371	Whitefish Bay PD Whitefish Bay	21	FTO Training	CT	2/21/12- 2/24/12	82.00	504-401-3k1g	1
2012-0372	Lincoln County Sheriff Merrill	21	FTO Training	CT	2/21/12- 2/24/12	82.00	504-401-3k1h	1
2012-0373	Fontana PD Fontana	21	FTO Training	CT	2/21/12- 2/24/12	82.00	504-401-3k1i	1
2012-0374	Twin Lakes PD Twin Lakes	21	FTO Training	CT	2/21/12- 2/24/12	82.00	504-401-3k1j	1
2012-0379	Kenosha County Sheriff Kenosha	21	Accident Investigation	CT	3/26/12- 3/30/12	417.02	504-447-3h1c	2
2012-0380	Mt. Pleasant PD Mt. Pleasant	21	Accident Investigation	CT	3/26/12- 3/30/12	417.02	504-447-3h1D	2
2012-0381	Walworth County Sheriff Elkhorn	21	Accident Investigation	CT	3/26/12- 3/30/12	417.02	504-447-3h1e	2
2012-0382	Twin Lakes PD Twin Lakes	21	Accident Investigation	CT	3/26/12- 3/30/12	208.51	504-447-3h1f	1
2012-0383	Caledonia PD Caledonia	21	IDC Training	CT	11/29/12- 12/02/11	321.04	504-427-2k1b	4
2012-0384	Cudahy PD Cudahy	21	IDC Training	CT	11/29/12- 12/02/11	160.52	504-427-2k1c	2
2012-0385	Mt. Pleasant PD Mt. Pleasant	21	IDC Training	CT	11/29/12- 12/02/11	160.52	504-427-2k1d	2
2012-0386	West Allis PD West Allis	21	IDC Training	CT	11/29/12- 12/02/11	160.52	504-427-2k1e	2
2012-0387	Amery PD Amery	21	IDC Training	CT	11/29/12- 12/02/11	80.26	504-427-2k1f	1
2012-0388	Superior PD Superior	21	IDC Training	CT	11/29/12- 12/02/11	80.26	504-427-2k1g	1
2012-0389	Twin Lakes PD Twin lakes	21	IDC Training	CT	11/29/12- 12/02/11	80.26	504-427-2k1h	1

2013-0086	Kenosha Joint Services Kenosha	41	Technical Assistance – Professional Communication Skills	TA	6/5/12	478.52	900-019-1k1x	1
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**Type of Service Recipient**

- 11=Public Educational Inst./K-12
- 13=Public Educ. Inst./K-12-Slotter
- 15=Multiple Educational Inst.
- 18=Public Educ. Inst./Postsecondary
- 19=Private Educational Institutions
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- 23=Economic Development Corp.
- 24=County Board of Supervisors
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- 47 WAT Grant
- 45=Multiple Business &/or Industries
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- 63=Out of State Businesses

**Type of Service**

- C=Customized Instruction
- T=Technical Assistance
- F=Fiscal & Management Service

District Contact \_\_\_\_\_ Date \_\_\_\_\_

District Contact \_\_\_\_\_ Date \_\_\_\_\_

I affirm that the foreign and out-of-state contracts in this report are in compliance with the requirements of s.38.14(3), Wisconsin Statutes.

President \_\_\_\_\_ Date \_\_\_\_\_

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_____
Action	<u>  X  </u>
Information	_____
Discussion	_____

## CONTRACTS FOR INSTRUCTIONAL DELIVERY

- Summary of Items:
- 1. 38.14 Contract reports for July 2012 over \$500**  
lists all contracts for service of \$500 or greater completed or in progress for the time period of July 2012.
  - 2. 38.14 Contract reports for July 2012 under \$500 -**  
lists all contracts for service less than \$500 completed or in progress for the time period of July 2012.

Ends Statements and/or Executive Limitations:  
Policy 4.4 College Strategic Directions/Ends Statements #1 and #3

Staff Liaison:                   Debbie Davidson



**38.14 CONTRACT REPORT  
FOR THE PERIOD OF JULY 2012**

Gateway Technical College  
Contracts Over \$500.00

Contract Number	Company & City	Type of Recipient	Services	Type of Service	Dates	Estimated Cost of Service	Course Number	Number Served
2013-0032	Forest County Potawatomi Gaming Comm. Milwaukee	41	BICSI IN101	CT	7/9/12-7/14/12	9,849.00	150-411-1zbx	6
2013-0083	IRIS USA Pleasant Prairie	41	Excel 2	CT	7/30/12-8/21/12	1,476.00	103-432c-1kbu	12

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**Type of Service**

- C=Customized Instruction
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District Contact \_\_\_\_\_ Date \_\_\_\_\_  
 District Contact \_\_\_\_\_ Date \_\_\_\_\_  
 I affirm that the foreign and out-of-state contracts in this report are in compliance with the requirements of s.38.14(3), Wisconsin Statutes.

President \_\_\_\_\_ Date \_\_\_\_\_

**38.14 CONTRACT REPORT  
FOR THE PERIOD OF JULY 2012**

Gateway Technical College  
Contracts Under \$500.00

Contract Number	Company & City	Type of Recipient	Services	Type of Service	Dates	Estimated Cost of Service	Course Number	Number Served
None for	this time period							

**Type of Service Recipient**

- 11=Public Educational Inst./K-12
- 13=Public Educ. Inst./K-12-Slotter
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- 61=Foreign Governments
- 62=States Other Than WI
- 63=Out of State Businesses

**Type of Service**

- C=Customized Instruction
- T=Technical Assistance
- F=Fiscal & Management Service

District Contact \_\_\_\_\_ Date \_\_\_\_\_

District Contact \_\_\_\_\_ Date \_\_\_\_\_

I affirm that the foreign and out-of-state contracts in this report are in compliance with the requirements of s.38.14(3), Wisconsin Statutes.

President \_\_\_\_\_ Date \_\_\_\_\_

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_ X \_\_\_\_\_  
Information \_\_\_\_\_  
Discussion \_\_\_\_\_

## ADVISORY COMMITTEE ACTIVITY REPORT

Summary of Item: Approval of:

- New Members as of August 1, 2012
- 2011-12 Meeting Schedule as of August 1, 2012

Staff Liaison: John Thibodeau

# GATEWAY TECHNICAL COLLEGE ADVISORY COMMITTEES -- NEW MEMBERS as of August 1, 2012

PROGRAM Name	Job Title	Employer	County Represented
<b>Automated Manufacturing Systems Technician</b>			
Mike Hansen	Maintenance Manager	Merz Aesthetics Inc	Racine County
<b>Diesel Equipment Mechanic</b>			
Michael Schoenbeck		Auto. Diagnostics Product Mgr.	A&E Tools
			Racine
<b>Diesel Equipment Technology</b>			
Michael Schoenbeck		Auto. Diagnostics Product Mgr.	A&E Tools
			Racine
<b>Electromechanical Technology</b>			
Mike Hansen		Maintenance Manager	Merz Aesthetics Inc
			Racine
<b>Emergency Medical Technician - Basic / Intermediate Tech &amp; Paramedic Technician</b>			
Kevin Kennedy		EMS Coordinator	Mercy Walworth Hospital & Medical Ctr
			Walworth
<b>Fire Protection Technician</b>			
Paul Yakowenko		Corrections Training Officer	Walworth County Sheriff
			Walworth
Peter Parker		Fire Chief	Bristol Fire Department
			Kenosha
Gregory Havel		Deputy Chief- Retired	Town of Burlington Fire Department
			Racine
Thomas Czerniak		Department Chief	Union Grove -Yorkville Fire Department
			Racine
Brent Connelly		Fire Chief	Lake Geneva Fire Department
			Walworth

PROGRAM Name	Job Title	Employer	County Represented
<b>Industrial Mechanical Technician</b>			
Mike Hansen	Maintenance Manager	Merz Aesthetics Inc	Racine
<b>IT- Computer Support Specialist; Network Specialist; Web Developer/Administrator</b>			
Andrea Zweifel	Program Associate	UW-Milwaukee School of Cont. Ed.	Out of District
<b>Welding</b>			
Todd Weidner	Production Supervisor	LDV	Racine

# ADVISORY COMMITTEE 2011-2012 MEETING SCHEDULE

as of August 1, 2012

ADVISORY COMMITTEE	DEAN	Fall 2012	Spring 2013
Accounting	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
Administrative Assistant Office Assistant	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
Adult Basic Education	R. Mearns		
Adult High School	R. Mearns		
Aeronautics-Pilot Training	D. Sherwood		
Air Conditioning, Heating, And Refrigeration Technology	B. Frazier		
Architectural-Structural Engineering Technician			
Civil Engineering Technology - Fresh Water Resources	B. Frazier		
Civil Engineering Technology – Highway Technology			
Land Survey Technician			
Automated Manufacturing Systems Technician	B. Frazier		
Automotive Maintenance Technician	B. Frazier		
Automotive Technology			
Barber/Cosmetologist	T. Simmons		
Building Trades - Carpentry	B. Frazier		
Business Management	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
CNC Production Technician	B. Frazier		
Community Pharmacy Technician	M. O'Donnell		
Criminal Justice - Law Enforcement	T. Simmons		
Criminal Justice – Law Enforcement Academy	T. Simmons		
Culinary Arts	T. Simmons		
Dental Assistant	J. Pinson		

ADVISORY COMMITTEE	DEAN	Fall 2012	Spring 2013
Diesel Equipment Mechanic	B. Frazier		
Diesel Equipment Technology	B. Frazier		
Early Childhood Education	T. Simmons		
Electrical Engineering Technology	B. Frazier		
Electromechanical Technology	B. Frazier		
Electronics	B. Frazier		
Emergency Medical Technician - Basic			
Emergency Medical Technician - Intermediate	T. Simmons		
Emergency Medical Technician - Intermediate Tech Paramedic Technician			
Facilities Maintenance	B. Frazier		
Fire Protection Technician	T. Simmons		
Graphic Communications	R. Koukari		
Health Information Technology	J. Pinson		
Health Unit Coordinator	J. Pinson		
Horticulture	B. Frazier		
Hotel/Hospitality Management	T. Simmons		
Human Services Associate	T. Simmons		
Industrial Mechanical Technician	B. Frazier		
Instructional Assistant	T. Simmons		
Interior Design	B. O'Connell		
IT - Computer Support Specialist			
IT - Network Specialist	R. Koukari		
IT - Web Developer/Administrator			
IT - Programmer/ Analyst	R. Koukari		
Marketing	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
Mechanical Design Technology	B. Frazier		

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			Racine
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			Walworth
<b>Fire Protection Technician</b>			
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			Walworth
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			Kenosha
Gregory Havel		Deputy Chief- Retired	Town of Burlington Fire Department
			Racine
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Architectural-Structural Engineering Technician			
Civil Engineering Technology - Fresh Water Resources	B. Frazier		
Civil Engineering Technology – Highway Technology			
Land Survey Technician			
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Instructional Assistant	T. Simmons		
Interior Design	B. O'Connell		
IT - Computer Support Specialist			
IT - Network Specialist	R. Koukari		
IT - Web Developer/Administrator			
IT - Programmer/ Analyst	R. Koukari		
Marketing	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
Mechanical Design Technology	B. Frazier		

ADVISORY COMMITTEE	DEAN	Fall 2012	Spring 2013
Medical Assistant	J. Pinson		
Medical Transcription	J. Pinson		
Nursing Assistant	D. Skewes		
Nursing Associate Degree Practical Nursing	D. Skewes		
Physical Therapist Assistant	J. Pinson		
Radiography	J. Pinson		
Small Business Entrepreneurship	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
Supervisory Management	R. Koukari	Wednesday, September 18, 2012 from 5:30-7:30p at CATI	
Surgical Technology	J. Pinson		
Technical Communications	R. Koukari		
Welding	B. Frazier		
Welding/Maintenance & Fabrication	B. Frazier		

X. POLICY GOVERNANCE MONITORING REPORTS

A. Ends Statement Monitoring

1. Ends Statement #4 –Faculty Evaluation Process

Gateway models integrity, social responsibility, and continuous improvement in its internal and external processes and relationships.

B. Strategic Plan Monitoring – Vision 3.2.1

1. Marketing & Recruitment Strategies

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call	_____
Action	<u>  X  </u>
Information	_____
Discussion	_____

**POLICY GOVERNANCE MONITORING REPORTS**  
**Ends Statement Monitoring**  
**Ends Statement #4 – Faculty Evaluation Process**

**Summary:**                    *Gateway models* integrity, social responsibility, and continuous improvement in its internal and external processes and relationships.

**Staff Liaison:**            Zina Haywood

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call	_____
Action	_____ X _____
Information	_____
Discussion	_____

**POLICY GOVERNANCE MONITORING REPORTS**  
**Strategic Plan Monitoring**  
**Vision 3.2.1**  
**Marketing & Recruitment Strategies**

**Summary of Item:** Update on Gateway's new QuickStart recruitment program and general marketing strategies.

**Governance Policies:**

**Policy 2.3 – Monitoring College Effectiveness**

**Policy 3.1.6 – General Executive Constraint**

**Staff Liaison:** Stacy Riley and Jayne Herring

## XI. BOARD MEMBER COMMUNITY REPORTS



# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call \_\_\_\_\_  
Action \_\_\_\_\_  
Information   X    
Discussion \_\_\_\_\_

## BOARD MEMBER COMMUNITY REPORTS

Summary: Board members will share recent contacts.

Governance Policy: Policy 1.5-Board Member Role

XII. Next Meeting Date and Adjourn

- A. Regular Meeting Date – Thursday, September 20, 2012, 8 a.m., Kenosha
- B. Adjourn