



**Ritu Raju, PhD**  
President and CEO

August 16, 2023

**Burlington Center**  
496 McCanna Pkwy.  
Burlington, WI 53105-3623

**Elkhorn Campus**  
400 County Road H  
Elkhorn, WI 53121-2046

**HERO (Health And  
Emergency Response  
Occupations) Center**  
380 McCanna Pkwy.  
Burlington, WI 53105-3622

**Horizon Center For  
Transportation  
Technology**  
4940 - 88th Avenue  
Kenosha, WI 53144-7467

**Inspire Center**  
3520 - 30th Avenue  
Kenosha, WI 53144-1690

**Kenosha Campus**  
3520 - 30th Avenue  
Kenosha, WI 53144-1690

**Lakeview Advanced  
Technology Center**  
9449 - 88th Avenue (Highway H)  
Pleasant Prairie, WI 53158-2216

**Racine Campus**  
1001 South Main Street  
Racine, WI 53403-1582

**SC Johnson  
iMET (Integrated  
Manufacturing  
& Engineering  
Technology) Center**  
Renaissance Business Park  
2320 Renaissance Blvd.  
Sturtevant, WI 53177-1763

**WGTD HD**  
Your Gateway to Public Radio  
wgtd.org  
262.564.3800

**gtc.edu**  
**800.247.7122**

Equal opportunity/access  
employer & educator  
Igualdad de oportunidades / acceso  
empleador y educador

**NOTICE OF MEETING**

**GATEWAY TECHNICAL COLLEGE  
DISTRICT BOARD**

**Regular Meeting**

**Thursday, August 24, 2023 – 8:00 a.m.**

**In-Person and Virtual Meeting**

**iMET Center, Room 102**

**2320 Renaissance Blvd, Sturtevant, WI 53177**

**Join Zoom Meeting <https://gtc.zoom.us/j/83577491217>**

**Or by calling 1-312-626-6799**

**Meeting ID: 835 7749 1217**

The Gateway Technical College District Board will hold its regular meeting on Thursday, August 24, 2023 at 8:00 a.m. as an in-person and virtual meeting. The agenda is included. The public may attend in person or access the meeting using the zoom link or conference call number listed above.

For virtual citizen comments please contact Kelly Bartlett at [bartlettk@gtc.edu](mailto:bartlettk@gtc.edu) prior to the meeting.

Following the regular meeting, the Gateway Technical College District Board will meet in executive session pursuant to Wisconsin Statutes 19.85(1)(c) to discuss the President’s Evaluation. The Board reserves the right to reconvene in open session to take action on items discussed in executive session.

Ritu Raju, Ph.D.  
President and Chief Executive Officer

To request disability accommodations, contact the Director of Compliance at [262-564-3062](tel:262-564-3062)/Wisconsin Relay 711, or [compliance@gtc.edu](mailto:compliance@gtc.edu), at least three days in advance.

To view Gateway's Notice Under the Americans with Disabilities Act, visit [gtc.edu/eeo](http://gtc.edu/eeo).

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Regular Meeting – Thursday, August 24, 2023 – 8:00 a.m.

In-Person and Virtual Meeting – iMET Center, Room 102

2320 Renaissance Blvd, Sturtevant, WI 53177

Join Zoom Meeting <https://gtc.zoom.us/j/83577491217>

Or by calling 1-312-626-6799, Meeting ID: 835 7749 1217

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			<b>X. Operational Agenda</b>	
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	<b>X</b>		<b>B. Consent Agenda</b> 1. Finance a) Summary of Revenues and Expenditures b) Cash and Investment Schedules 2. Personnel Report 3. Grant Awards 4. Contracts for Instructional Delivery a) Business and Workforce Solutions b) Protective Services c) High School 5. Advisory Committee Activity Report	104 112 116 121  129 139 141 144

Info. / Disc	Action	Roll Call	<b>AGENDA</b>		Page
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<b>X</b>		<b>X</b>	<b>XII.</b>	<b>Next Meeting Date and Adjourn</b> A. Regular Meeting - Thursday, September 21, 2023, 8:00 am, Virtual and In-Person, Kenosha Campus, Madigrano Board Room B. Adjourn – Following the regular meeting, the Gateway Technical College District Board will meet in executive session pursuant to Wisconsin Statutes 19.85(1)(c) to discuss the President’s evaluation. The Board reserves the right to reconvene in open session to take action on items discussed in executive session.	148  148

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

## Regular Meeting

Thursday, August 24, 2023 – 8:00 a.m.

In-Person and Virtual Meeting – iMET Center, Room 102

2320 Renaissance Blvd, Sturtevant, WI 53177

Join Zoom Meeting <https://gtc.zoom.us/j/83577491217>

Or by calling 1-312-626-6799, Meeting ID: 835 7749 1217

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

## II. ROLL CALL

Jesse Adams	_____
Ram Bhatia	_____
Benjamin DeSmidt	_____
William Duncan	_____
Zaida Lange-Irisson	_____
Nicole Oberlin	_____
Scott Pierce	_____
Jason Tadlock	_____
Pamela Zenner-Richards	_____
Rebecca Matoska-Mentink	_____

### **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
- Open-mindedness & willingness to question



### III. APPROVAL OF AGENDA

Items on the Consent Agenda for discussion

### IV. APPROVAL OF MINUTES

- A. June 15, 2023 – Regular Meeting
- B. July 10, 2023 – Organizational Meeting
- C. July 14, 2023 – Special Meeting

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD  
Regular Meeting, June 15, 2023

The Gateway Technical College District Board met virtually and in person at the Elkhorn Campus, Rooms 112/114, 400 County Road H, Elkhorn, WI on Thursday, June 15, 2023. The meeting was called to order at 8:00 a.m. by Rebecca Matoska-Mentink, Chairperson.

### **Open Meeting Compliance**

K. Bartlett confirmed the meeting was duly noticed in accordance with state statutes for open meeting compliance.

### **Roll Call**

**Present:** Jesse Adams, Ram Bhatia, Benjamin DeSmidt, William Duncan, Zaida Lange-Irisson, Nicole Oberlin – Student Trustee, Scott Pierce, Jason Tadlock, Pamela Zenner-Richards and Rebecca Matoska-Mentink

**Excused:** none

Also in attendance were President Ritu Raju, Recorder Kelly Bartlett, Administrative Assistant Liz Allen and 65 virtual and 28 in person citizens/reporters.

### **Approval of Agenda**

It was moved by S. Pierce, seconded by W. Duncan and carried to approve the agenda.

### **Approval of Minutes**

It was moved by P. Zenner-Richards, seconded by S. Pierce and carried to approve the minutes of the May 9, 2023 Public Hearing and May 23, 2023 Regular Meeting.

### **Citizen Comments**

There were four citizen comments as follows:

Jay Johnson regarding GTEA and CPI, instructor compensation.

Jason Gerber regarding wages and CPI.

Nicole Gustafson regarding leaving Gateway due to compensation.

Greg Chapman regarding CPI.

**Chairperson's Report - Board Evaluation Summary:** 6 of 8 Attending Trustees Responded to the Survey including the Student Trustee. Comments included: We have amazing staff. Very grateful for all! Congratulations on AA, AS Partnership with Carthage as well as Parkside. We need to pursue UW-Whitewater as well! Great meeting. Excellent reports and presentations by all: Stacy Riley and her team on dual credits and high school connections, John Thibodeau on End Monitoring, and Kenosha students ambassador Diamond. Congratulations on Carthage Agreement.

**Chairperson's Report – July Board Retreat:** The Trustees discussed the agenda and agreed on topics.

**Chairperson's Report - Review Wording of Policy 1.9 Secretary's Role:** The Trustees reviewed the wording of the policy. **Following the discussion, it was moved by S. Pierce, seconded by P. Zenner-Richards and carried to approve the wording of 1.9 Secretary's Role.**

**Chairperson's Report – Review Wording of Policy 1.10 Treasurer's Role:** The Trustees reviewed the wording of the policy. **Following the discussion, it was moved by S. Pierce, seconded by P. Zenner-Richards and carried to approve the wording of 1.10 Treasurer's Role.**

### **Board Member Community Reports**

Name Change: Z. Lange-Irisson was recently married, formerly Zaida Hernandez-Irisson.

**President's Report - Announcements**

Ritu thanked John Thibodeau for all of his years of service. The June meeting was his official last Board meeting as Provost at Gateway.

**President's Report – Black African American Male Retention Initiative**

Tammi Summers led the discussion and introduced the guest speakers.

**President's Report – Dashboard**

The dashboard report included updates on TRIO Grant, Badger Autonomous Vehicle and Foundation Golf Scramble.

**President's Report – Campus Welcome**

Terry Simmons gave the campus welcome and introduced guest speakers.

**Student Trustee Report**

Nicole Oberlin gave an update on student activities that have been taking place over the past month.

**Operational Agenda - Action Agenda**

**Fiscal Year 2023-2024 Budget Approval - Section 3 – Executive Limitations, Policy 3.4 Budgeting/Forecasting**

The administration recommends the FY 2023 – 2024 budget be approved.

**Following discussion, it was moved by S. Pierce, seconded by W. Duncan and carried by roll call vote to approve Fiscal Year 2023-2024 Budget Approval - Section 3 – Executive Limitations, Policy 3.4 Budgeting/Forecasting.**

**Aye: 8**

**No: 0**

**Abstaining: 0**

**Absent: 1 (Zaida Lange-Irisson stepped out briefly for a meeting)**

**Operational Agenda - Action Agenda**

**Resolution B-2023 B – Approval of Three-Year Strategic Facility Planning Guide for State Submission, Fiscal Years 2023-24, 2024-25, 2025-26**

Wisconsin Technical College System Board Financial and Administrative Manual (FAM), Three Year Facilities Plan, states as follows: “Annually, each Wisconsin Technical College District is required to prepare and submit a Three-Year Facilities Plan to the Wisconsin Technical College System Board (WTCSB). The Plan must be approved by the District Board and submitted no later than August 1st of each year. The reporting shall be on a fiscal year basis and include information for the current and next two fiscal years. The plan will be accepted and reviewed by the WTCSB but no action will be taken, as each project continues to be subject to review and approval on an individual basis pursuant to s. 38.04(10), Stats.”

**Following discussion, it was moved by S. Pierce, seconded by J. Tadlock and carried to approve Resolution B-2023 B – Approval of Three-Year Strategic Facility Planning Guide for State Submission, Fiscal Years 2023-24, 2024-25, 2025-26.**

**Operational Agenda - Action Agenda**

**Resolution No. F-2023-2024 A.1 – Resolution Authorizing the Issuance of \$2,500,000 General Obligation Promissory Notes, Series 2023-2024A of Gateway Technical College District, Wisconsin**

The administration is recommending approval to issue General Obligation Promissory Notes, Series F-2023-2024A; in the principal amount of \$2,500,000; for the public purpose of financing the acquisition of movable equipment. This borrowing is included in the 2023-24 budget. Upon approval, appropriate legal notices will be published in the official district newspapers.

**Following discussion, it was moved by W. Duncan, seconded by B. DeSmidt and carried by roll call vote to approve Resolution No. F-2023-2024 A.1 – Resolution Authorizing the Issuance of \$2,500,000 General Obligation Promissory Notes, Series 2023-2024A of Gateway Technical College District, Wisconsin.**

**Aye: 8**

**No: 0**

**Abstaining: 0**

**Absent: 1 (Zaida Lange-Irisson stepped out briefly for a meeting)**

### **Operational Agenda - Action Agenda**

**Resolution Numbers B-2023 C.1 and C.2 – Approval of Lease Extension Agreement for Space Located at LakeView Technology Academy, 9449- 88th Avenue, Pleasant Prairie, Wisconsin 53158-2216 for Instructional and Support Space**

The administration is recommending approval by the Gateway Technical College District Board of Trustees of Resolution Number B-2023 C.1 and C.2 to enter into a lease extension for space located at the LakeView Technology Academy, 9449 – 88th Avenue, Pleasant Prairie, WI 53158- 2216.

**Following discussion, it was moved by S. Pierce, seconded by W. Duncan and carried to approve Resolution Numbers B-2023 C.1 and C.2 – Approval of Lease Extension Agreement for Space Located at LakeView Technology Academy, 9449- 88th Avenue, Pleasant Prairie, Wisconsin 53158-2216 for Instructional and Support Space.**

### **Consent Agenda**

**It was moved by S. Pierce, seconded by P. Zenner-Richards and carried that the following items in the consent agenda be approved:**

#### **Finance:**

**Summary of Revenue and Expenditures:** Approved the summary of revenue and expenditures as of May 31, 2023.

**Cash and Investment Schedules:** Approved the monthly cash reconciliation, investment schedule and investment report.

**Personnel Report:** Approved the personnel report of one (1) new hire; two (2) promotions; one (1) transfer; two (2) retirements; and no employment approvals-adjunct faculty.

**Grant Awards:** There were no new grant approvals this month.

**BWS Contracts for Instructional Delivery:** Approved the contracts for instructional delivery report for May 2023.

**Protective Services Contracts for Instructional Delivery:** Approved the contracts for instructional delivery report for June 2023.

**High School Contracts for Instructional Delivery:** Approved the contracts for instructional delivery report for June 2023.

**Advisory Committee Activity Report:** Approved the advisory committee meeting schedule and new members as of June 1, 2023.

**Program Approval:** Approved the program approval for Legal Studies/Paralegal

### **Policy Governance Monitoring Reports - Ends Policy Monitoring**

**College Ends Policy –** The tri-county community benefits from affordable higher education that allows residents to develop knowledge and skills for family-supporting careers that contribute to the growth and sustainability of the local economy at a cost commensurate with the value of services provided.

**Statement #3 Taxpayers receive a positive return on investment from Gateway’s impact on the local tax base, property values, and overall economic development as well as the contributions of graduates to the tri-county community.**

Sharon Johnson led a presentation on ends policy, statement 3.

**Following discussion, it was moved by R. Bhatia seconded by P. Zenner-Richards and carried that this report is evidence that the college is making progress on Ends Policy, Statement #3.**

**Policy Governance Monitoring Reports – Executive Limitations, 3.10 Strategic Planning**

John Thibodeau and Anne Whynott led a presentation on 3.10 Strategic Planning.

**Following discussion, it was moved by S. Pierce seconded by Z. Hernandez-Irisson and carried that this report is evidence that the college is making progress on 3.10 Strategic Planning.**

**Next Meeting Date and Adjourn**

Organizational Meeting - Monday, July 10, 2023, 8:00 am, Virtual and In-Person, Kenosha Campus, Madrigano Board Room

Board Retreat – Directly following the Organizational Meeting, Kenosha Campus, Madrigano Board Room

Adjourn – At approximately 11:14 am it was moved by S. Pierce, seconded by W. Duncan and carried by roll call vote that the meeting was adjourned and the Gateway Technical College District Board moved to executive session pursuant to Wisconsin Statutes 19.85(1)(c) to discuss the President’s evaluation. The Board reserves the right to reconvene in open session to take action on items discussed in executive session.

**Aye: 8**

**Nay: 0**

**Abstaining: 0**

**Absent: 1**

**Executive Session**

The Board did not reconvene in open session.

Submitted by,

Zaida Hernandez-Irisson, Secretary  
Gateway Technical College Board of Trustees

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD  
Organizational Meeting, July 10, 2023

The Gateway Technical College District Board met virtually on Monday, July 10, 2023. The meeting was called to order at 8:00 am by Rebecca Matoska-Mentink, Chairperson.

**Open Meeting Compliance**

K. Bartlett confirmed the meeting was duly noticed in accordance with state statutes for open meeting compliance.

**Roll Call**

Present: Ram Bhatia, Benjamin DeSmidt, William Duncan, Zaida Lange-Irison, Scott Pierce, Pamela Zenner-Richards, Rebecca Matoska-Mentink

Excused: Jesse Adams, Nicole Oberlin – Student Trustee, Jason Tadlock

Also in attendance were President Ritu Raju, Recorder Kelly Bartlett, Administrative Assistant Liz Allen and 18 virtual and 9 in person citizens/reporters.

**Announcements**

Rebecca Matoska-Mentink spoke about the budget progress and the recent reorganization. Also noted that enrollment is up.

**Oath of Office**

K. Bartlett administered the Oath of Office to Rebecca Matoska-Mentink, Pamela Zenner-Richards, Zaida Lange-Irison (formerly Zaida Hernandez-Irison) and Ram Bhatia. Signed and notarized copies of these Oaths of Office are on file in the President's Office at Gateway Technical College.

**Citizen Comments** There were no citizen comments.

**Election of Officers**

K. Bartlett presided over the election of officers:

Chairperson – R. Bhatia nominated Rebecca Matoska-Mentink for the Office of Chairperson; Z. Lange-Irison seconded the nomination. Call for additional nominations. There being no other nominations, it was moved by R. Bhatia, seconded by Z. Lange-Irison and carried that nominations be closed and a unanimous ballot be cast for Rebecca Matoska-Mentink as Chairperson.

Vice Chairperson – S. Pierce nominated Jason Tadlock for the Office of Vice Chairperson; W. Duncan seconded the nomination. P. Zenner-Richards nominated Ram Bhatia for the Office of Vice Chairperson; W. Duncan seconded the nomination. Call for additional nominations. There being no other nominations, a vote took place resulting in a motion. It was moved by S. Pierce, seconded by W. Duncan and carried that nominations be closed and a unanimous ballot be cast for Jason Tadlock as Vice Chairperson.

Secretary – S. Pierce nominated Benjamin DeSmidt for the Office of Secretary; Z. Lange-Irison seconded the nomination. Call for additional nominations. There being no other nominations, it was moved by S. Pierce, seconded by Z. Lange-Irison and carried that nominations be closed and a unanimous ballot be cast for Benjamin DeSmidt as Secretary.

Treasurer – P. Zenner-Richards nominated R. Bhatia for the Office of Treasurer; W. Duncan seconded the nomination. S. Pierce nominated Z. Lange-Irison for the Office of Treasurer; W. Duncan seconded the nomination. Call for additional nominations. There being no other nominations, a vote took place resulting in a motion. It was moved by S. Pierce, seconded by W. Duncan and carried that nominations be closed and a unanimous ballot be cast for Z. Lange-Irison as Treasurer.

**Review Trustees Self-Evaluation**

John Thibodeau reviewed the results with the Trustees. Board has a discussion on responses and presentation.

**Action Agenda**

**Resolution No. F-2023-2024A.2 – Resolution Establishing Parameters for the Sale of Not to Exceed \$2,500,000 General Obligation Promissory Notes, Series 2023-2024A**

The administration is recommending Board approval of a resolution establishing parameters for the sale of \$2,500,000 General Obligation Promissory Notes, Series 2023-2024A for the public purpose of financing the acquisition of movable equipment.

S. Pierce motioned, seconded by W. Duncan and carried by roll call vote to approve Resolution No. F-2023-2023A.2. Resolution Establishing Parameters for the Sale of Not to Exceed \$2,500,000 General Obligation Promissory Notes, Series 2023-2024A.

Aye: 7  
 No: 0  
 Abstaining: 0  
 Absent: 2

**Appointment of Board Representatives**

Rebecca Matoska-Mentink made the following appointments for 2023-2024:

<b>Wisconsin Technical College District Boards Association</b>	
<b>Position/Committee</b>	<b>2023-2024 Representative</b>
Board of Directors – Two Year Term	William Duncan
Awards Committee Representative	Pamela Zenner-Richards
Internal Best Practices Committee Representatives	Scott Pierce Rebecca Matoska-Mentink Jason Tadlock
External Partnerships Committee Representatives	Benjamin DeSmidt William Duncan Zaida Lange-Irisson Jesse Adams
Bylaws, Policies, and Procedures Committee Representative	Ram Bhatia
Gateway Foundation Board	Zaida Hernandez-Irisson

**Establish Dates, Times and Locations for the 2022-2023 Board Meetings**

R. Matoska-Mentink recommended the following Board Meeting calendar with the regular meetings beginning at 8:00 am. The Public Hearing on the budget will begin at 7:00 pm. Locations for each meeting will be scheduled throughout the District at a different campus each month.

- Thursday, August 24, 2023 – SC Johnson iMET Center, Room 102 & Virtual
- Thursday, September 21, 2023 – Kenosha Campus Madrigano Board Room & Virtual
- Thursday, October 19, 2023 – Elkhorn Campus, Rooms 112/114 & Virtual
- Thursday, November 16, 2023 - Racine Campus Quad Rooms R102/R104 & Virtual
- Thursday, December 21, 2023 - (3:00 p.m.) Horizon Center, Room 106 & Virtual
- Thursday, January 18, 2024 – Burlington Center, Room 100 & Virtual
- Thursday, February 22, 2024 – SC Johnson iMET Center, Room 102 & Virtual

Thursday, March 21, 2024 - Elkhorn Campus, Rooms 112/114 & Virtual

Thursday, April 18, 2024 - Horizon Center, Room 106 & Virtual

Thursday, May 9, 2024 (7:00 p.m.) - SC Johnson iMET Center, Room 102 & Virtual

Wednesday, May 22, 2024 – HERO Center, Room H101 & Virtual

Thursday, June 20, 2024 - Kenosha Campus Madigrano Board Room & Virtual

Monday, July 8, 2024 – Organizational Meeting – Elkhorn Campus Rooms 112/114 & Virtual

**Next Meeting Date and Adjourn**

Regular Board Meeting – Thursday, August 24, 2023, 8:00 am, SC Johnson iMET Center, Room 102 & Virtual.

At approximately 8:53 am, it was moved by S. Pierce, seconded by Z. Lange-Irisson and carried that the meeting adjourn.

Submitted by,

D. Benjamin DeSmidt  
Secretary



GATEWAY TECHNICAL COLLEGE DISTRICT BOARD  
Special Meeting, July 14, 2023

The Gateway Technical College District Board met virtually on Friday, July 14, 2023. The meeting was called to order at 8:00 am by Rebecca Matoska-Mentink, Chairperson.

**Open Meeting Compliance**

K. Bartlett confirmed the meeting was duly noticed in accordance with state statutes for open meeting compliance.

**Roll Call**

Present: Ram Bhatia, William Duncan, Zaida Lange-Irisson, Scott Pierce, Jason Tadlock, Pamela Zenner-Richards, Rebecca Matoska-Mentink

Excused: Jesse Adams, Benjamin DeSmidt, Nicole Oberlin – Student Trustee

Jesse Adams joined at 8:05 am.

Also in attendance were President Ritu Raju, Recorder Kelly Bartlett and 17 virtual citizens/reporters.

**Review/Approve Agenda**

S. Pierce motioned, seconded by W. Duncan and carried to approve the agenda.

**Discuss Ad Hoc Committee**

The Trustees discussed the purposed of the ad hoc committee. The ad hoc will formalize the evaluation process for the President, finalize formal goals for 12 and 18 months and establish a measuring tool.

**Following discussion it was motioned by S. Pierce, seconded by P. Zenner-Richards and carried to approve the creation of the Ad Hoc Committee.**

**Select Ad Hoc Members**

The following Trustees were selected to form the Ad Hoc Committee: Scott Pierce, Ram Bhatia and William Duncan. The following staff members were selected to join the Ad Hoc Committee: Jacqueline Morris and Kelly Bartlett. William Duncan will serve as the Chairperson for the Ad Hoc Committee.

**Next Meeting Date and Adjourn**

The Ad Hoc Committee will notice the meetings and report to the full Board at the August 24, 2023 Regular Board meeting which will be held at the SC Johnson iMET Center in Room 102 at 8:00 am.

At approximately 8:14 am, it was moved by R. Bhatia, seconded by J. Tadlock and carried that the meeting adjourn.

Submitted by,

D. Benjamin DeSmidt  
Secretary

V. CITIZEN COMMENTS

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.

- VI. CHAIRPERSON'S REPORT
  - A. Board Monthly Evaluation Summary
  - B. Review Wording of Policy 1.11

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## CHAIRPERSON'S REPORT Board Monthly Evaluation Summary

Governance Process:  
Board Liaison:

Policy 1.2 – Governing Philosophy  
Rebecca Matoska-Mentink

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## CHAIRPERSON'S REPORT Review Wording of Policy 1.11 Board Committees

### SECTION 1 - GOVERNANCE PROCESS POLICY 1.11 BOARD COMMITTEES

The Board shall govern as a whole. The Board may create committees to assist the Board with its work. Accordingly:

1. The Board may establish standing committees to perform regular functions within the scope of the Board's work.
2. The Board may establish ad hoc committees when, in the judgment of the Board, such ad hoc committees are appropriate and required for the completion of a specific project or task within the scope of the Board's work. When such ad hoc committees are formed, the Board shall state the purpose and establish a timeline for the completion of the committee's work.
  - a. The Board Chairperson shall appoint the members of the ad hoc committee and name the committee's chair from among its members. When appropriate to the committee's task, its members may include persons from the staff or from the community.
  - b. It is the responsibility of ad hoc committees to complete the assigned task and to prepare a written report or to deliver an oral report to the full Board. When this task is completed, the committee shall be discharged.
3. The Board may meet as a Committee of the Whole to focus discussion on specific topics relevant to the work of the Board.
4. Board committees do not exercise control or authority over the President or the staff.
5. Board committees have no independent authority or power to act in lieu of the Board, except when formally given such authority for specific and time-limited purposes.

Governance Process: Policy 1.4 – Board Policy Creation and Review  
Board Liaison: Rebecca Matoska-Mentink

## VII. BOARD MEMBER COMMUNITY REPORTS

- VIII. PRESIDENT'S REPORT
  - A. Announcements
  - B. Dashboard Report
  - C. Campus Welcome

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## PRESIDENT'S REPORT Announcements

Policy/Ends Statement:      Policy 2.1



# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## PRESIDENT'S REPORT Dashboard Report

Policy/Ends Statement:      Policy 2.1

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## PRESIDENT'S REPORT Campus Welcome

Policy/Ends Statement:      Policy 2.1

IX. STUDENT TRUSTEE REPORT

X. OPERATIONAL AGENDA

A. Action Agenda

- 1) Approve the President's Goals for Fiscal Year 2023-2024
- 2) Consideration and review of President's Evaluation instrument
- 3) Resolution No. F-2023-2024B.1 – Resolution Authorizing the Issuance of \$1,500,000 General Obligation Promissory Notes, Series 2023-2024B of Gateway Technical College District, Wisconsin
- 4) Resolution Numbers B-2023 D.1 & D.2 – Approval of Project for the HVAC/R Lab and Welding Lab Remodel, South Building, Elkhorn Campus
- 5) Resolution Numbers B-2023 E.1 & E.2 – Approval of Project for the Lakeview Technology Academy Remodel, Kenosha
- 6) Resolution Numbers B-2023 F.1 & F.2 – Approval of the Lakeview Technology Academy Lease, Kenosha

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## President's Goals 2023-2024

The Trustees have received a copy of the President's Goals for review/approval.

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## Ad Hoc Committee Update

Consideration and review of President's Evaluation Instrument

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call   X    
Action         
Information         
Discussion       

**RESOLUTION NO. F-2023-2024B.1**  
**RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,500,000**  
**GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023-2024B**

Summary of Item:           The administration is recommending approval to issue General Obligation Promissory Notes, Series F-2023-2024B; in the principal amount of \$1,500,000 for the public purpose of financing building remodeling and improvement projects. This borrowing is included in the 2023-24 budget. Upon approval, appropriate legal notices will be published in the official district newspapers.

Attachments:               Resolution No. F-2023-2024B.1

Ends Statements and/or

Executive Limitations: Section 3 - Executive Limitations  
Policy 3.5 - Financial Condition

Staff Liaison:             Sharon Johnson

**ROLL CALL**

Jesse Adams         
Ram Bhatia         
D. Benjamin DeSmidt         
William Duncan         
Zaida Hernandez-Irisson         
Scott Pierce         
Jason Tadlock         
Pamela Zenner-Richards         
Rebecca Matoska-Mentink

Resolution No. F-2023-2024B.1

RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,500,000  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2023-2024B, OF  
GATEWAY TECHNICAL COLLEGE DISTRICT, WISCONSIN

WHEREAS, Gateway Technical College District, Wisconsin (the "District") is presently in need of \$1,500,000 for the public purpose of financing building remodeling and improvement projects; and

WHEREAS, the District hereby finds and determines that the project is within the District's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(a)(b), Wisconsin Statutes; and

WHEREAS, the District Board deems it necessary and in the best interest of the District to borrow the monies needed for such purpose through the issuance of general obligation promissory notes pursuant to the provisions of Section 67.12(12), Wis. Stats.;

NOW, THEREFORE, BE IT:

RESOLVED, that the District shall issue general obligation promissory notes in the amount of \$1,500,000 for the public purpose of financing building remodeling and improvement projects (the "Project"); and be it further

RESOLVED, THAT:

Section 1. Note Authorization. The District shall issue the general obligation promissory notes authorized above in the aggregate principal amount of \$1,500,000 and designated "General Obligation Promissory Notes, Series 2023-2024B" (the "Notes"), the proceeds of which shall be used for the purpose specified above.

Section 2. Notice to Electors. The Secretary shall, within ten (10) days hereafter, cause public notice of the adoption of this resolution to be given to the electors of the District by publishing notice thereof in the Elkhorn Independent, Kenosha News and The Journal Times, the official District newspapers published and having general circulation in the District, which newspapers are found and determined to be likely to give notice to the electors, such notice to be in substantially the form set forth on Exhibit A (the "Notice") hereto.



Section 3. Official Statement. The Secretary shall cause an Official Statement to be prepared by Robert W. Baird & Co. Incorporated. The appropriate District officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 4. Expenditure of Funds and Declaration of Official Intent. The District shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Notes become available. The District hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Notes, the principal amount of which is not expected to exceed \$1,500,000.

Section 5. 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. If any of the Notes may be subject to a petition for referendum, any action with respect to the sale of the Notes shall be subject to the condition that no petition for referendum has been filed within thirty (30) days of publication of the Notice provided for under Section 2 of this Resolution or, if a petition is filed, that any required referendum approval is obtained.

Adopted this 24th day of August, 2023.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

Attest:

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

(SEAL)

EXHIBIT A

NOTICE

TO THE ELECTORS OF:

Gateway Technical College  
District, Wisconsin

NOTICE IS HEREBY GIVEN that the District Board of the above-named District, at a meeting duly called and held on August 24, 2023, adopted pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, a resolution providing that the sum of \$1,500,000 be borrowed through the issuance of general obligation promissory notes of the District for the public purpose of financing building remodeling and improvement projects.

A copy of said resolution is on file in the District Office, 3520 30th Avenue, Kenosha, Wisconsin, and is available for public inspection weekdays, except holidays, between the hours of 8:00 A.M. and 4:00 P.M. or in the alternative by contacting Susan M. Debe at the District by email at the following address: [debes@gtc.edu](mailto:debes@gtc.edu).

The District Board need not submit said resolution to the electors for approval unless within 30 days after the publication of this Notice there is filed with the Secretary of the District Board a petition meeting the standards set forth in Sec. 67.12(12)(e)5, Wis. Stats., requesting a referendum thereon at a special election.

Dated August 24, 2023.

BY ORDER OF THE DISTRICT BOARD

District Secretary

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

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

**RESOLUTION NUMBERS B-2023 D.1 and D.2  
APPROVAL OF PROJECT FOR THE HVAC/R LAB AND WELDING LAB  
REMODEL PROJECT  
ELKHORN CAMPUS**

**Summary of Item:** The administration is recommending approval by the Gateway Technical College District Board of Resolution Numbers B-2023 D.1 and D.2 for the HVAC/R Lab and Welding Lab Remodel Project, South Building, Elkhorn Campus.

The administration also recommends approval from the Wisconsin Technical College System (WTCS) Board for the HVAC/R Lab and Welding Lab Remodel Project, South Building, Elkhorn Campus.

**Attachments:** Resolution Numbers B-2023 D.1 and D.2  
Request for WTCS Board Approval of Project

**Ends Statements and/or**

**Executive Limitations:** Section 3 - Executive Limitation, Financial Condition Policy 3.5  
Section 4 – Ends, College Ends Policy 4.1

**Staff Liaison:** John Thielen

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**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 D.1**

**WHEREAS**, the Gateway Technical College District Board is proposing the project for the HVAC/R Lab and Welding Lab Remodel, South Building, Elkhorn Campus, Elkhorn, WI to remodel space to increase programming and to enhance the student experience and;

**WHEREAS**, the HVAC/R Lab and Welding Lab Remodel Project, South Building Elkhorn Campus, Elkhorn, WI consists of remodeling 8,335 square feet. The project cost is estimated at \$1,300,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gateway Technical College Board, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, approves said project.

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Rebecca Matoska-Mentink  
Chairperson

---

D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

# GATEWAY TECHNICAL COLLEGE

## RESOLUTION NO. B-2023 D.2

**WHEREAS**, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the project for the HVAC/R Lab and Welding Lab Remodel Project, South Building, Elkhorn Campus, Elkhorn, WI which consists of remodeling 8,335 square feet to increase programming and to enhance the student experience with a project cost estimate of \$1,300,000.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to 5.04(2)(b) of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the project.

---

Rebecca Matoska-Mentink  
Chairperson

---

D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

REQUEST FOR APPROVAL

REMODELING

Wisconsin Technical College System Board

Project Title and Description:

Elkhorn Campus HVACR Lab and Welding Lab Remodel

Gateway Technical College proposes to remodel 8,335 square feet of the Elkhorn Campus South Building to increase programming and to enhance the student experience.

District: Gateway Technical College

Authorized Representative: John Thielen

Date Submitted: August 7, 2023

Date of Requested WTCSB Action: September 12, 2023

The following is a draft of the Gateway Board of Trustees resolutions that are on the agenda of the August 24, 2023 meeting.

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 D.1**

**WHEREAS**, the Gateway Technical College District Board is proposing the project for the HVAC/R Lab and Welding Lab Remodel, South Building, Elkhorn Campus, Elkhorn, WI to remodel space to increase programming and to enhance the student experience and;

**WHEREAS**, the HVAC/R Lab and Welding Lab Remodel Project, South Building Elkhorn Campus, Elkhorn, WI consists of remodeling 8,335 square feet. The project cost is estimated at \$1,300,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gateway Technical College Board, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, approves said project.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

The following is a draft of the Gateway Board of Trustees resolutions that are on the agenda of the August 24, 2023 meeting.

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 D.2**

**WHEREAS**, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the project for the HVAC/R Lab and Welding Lab Remodel Project, South Building, Elkhorn Campus, Elkhorn, WI which consists of remodeling 8,335 square feet to increase programming and to enhance the student experience with a project cost estimate of \$1,300,000.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to 5.04(2)(b) of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the project.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

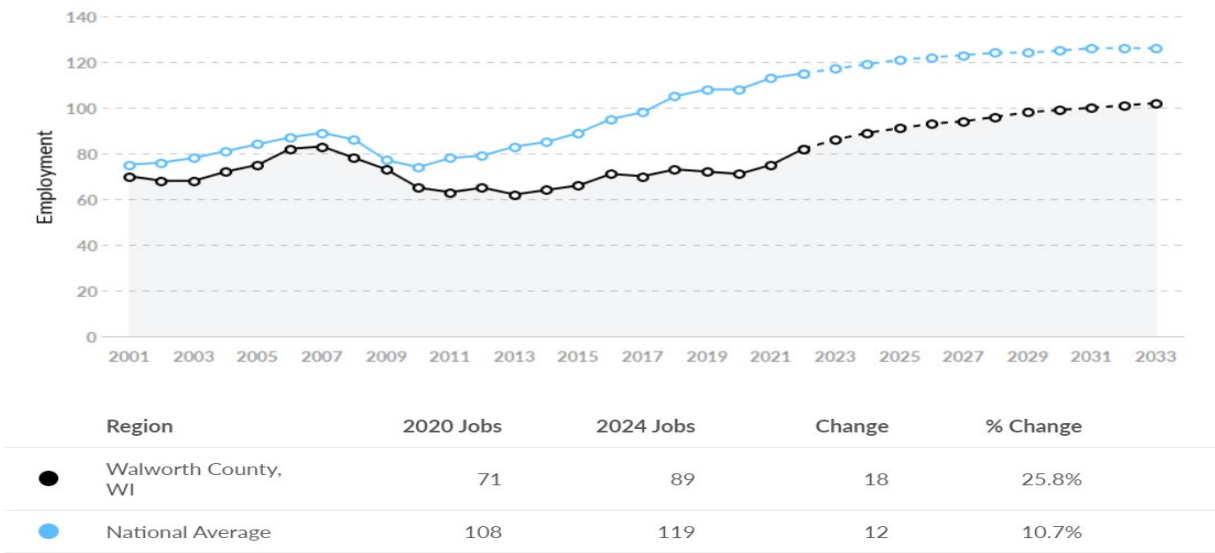


Gateway Technical College proposes to remodel 8,335 square feet of the Elkhorn Campus South Building to increase programming and to enhance the student experience. The proposed remodel includes 3,862 square feet of new HVACR programming and a 4,473 square feet remodel of the existing Welding Lab.

Currently, the HVACR program is offered solely on the Kenosha campus. The full-time program is run during the day over a course of three semesters with a fall start. Classes run four hours per day, two to four days per week. A part-time program runs in the evening over a course of five semesters with a spring start. Classes run four hours per day, three to four days per week. The classes at Kenosha have been running full. There are waitlists each semester. The capacity of the classes has been set at 16, but occasionally additional seats have been added to accommodate more students.

The HVACR program does not exist in the Elkhorn campus. Students from Walworth County currently enroll in and travel to the City of Kenosha Gateway Campus for classes. There is student and industry demand to offer the program in Elkhorn. The proposed HVACR Lab remodel will serve not only Walworth county, but also open up additional access to HVACR program training for students residing in Racine and Kenosha Counties.

The SOC code associated with the HVACR program at Gateway Technical College is SOC 49-9021. According to Lightcast’s (formerly Emsi) Occupation data, the number of HVACR jobs in Walworth County has grown over the past two years and is expected to continue growing into the future.



Enrollment in the HVACR program on the Kenosha Campus has increased steadily over the past three years. However, without expansion of the HVACR program, enrollments will be unable to increase, as classes already run at capacity with waitlists at Kenosha. With the proposed program expansion to Elkhorn, enrollment is projected to increase.

The following lists the Kenosha Campus HVACR program FTE and Headcount for the past three years.

With the proposed HVACR program expansion to the Elkhorn Campus, enrollment is projected to increase, potentially doubling within three years.

<b>Academic Year</b>	<b>FTE</b>	<b>Headcount</b>
2019-20	23	63
2020-21	37	98
2021-22	48	111

As stated earlier, the proposed remodel includes 3,862 square feet for new HVACR programming and a 4,473 square foot remodel of the existing Welding Lab.

The existing Welding Lab has not seen significant improvements in almost 30 years. The proposed remodel will join two spaces currently dedicated to welding into one dedicated Welding Lab. The existing fabrication area will be incorporated into the Welding Lab, instead of being a separate space. All welding related equipment will be in one space, increasing accessibility and the student experience.

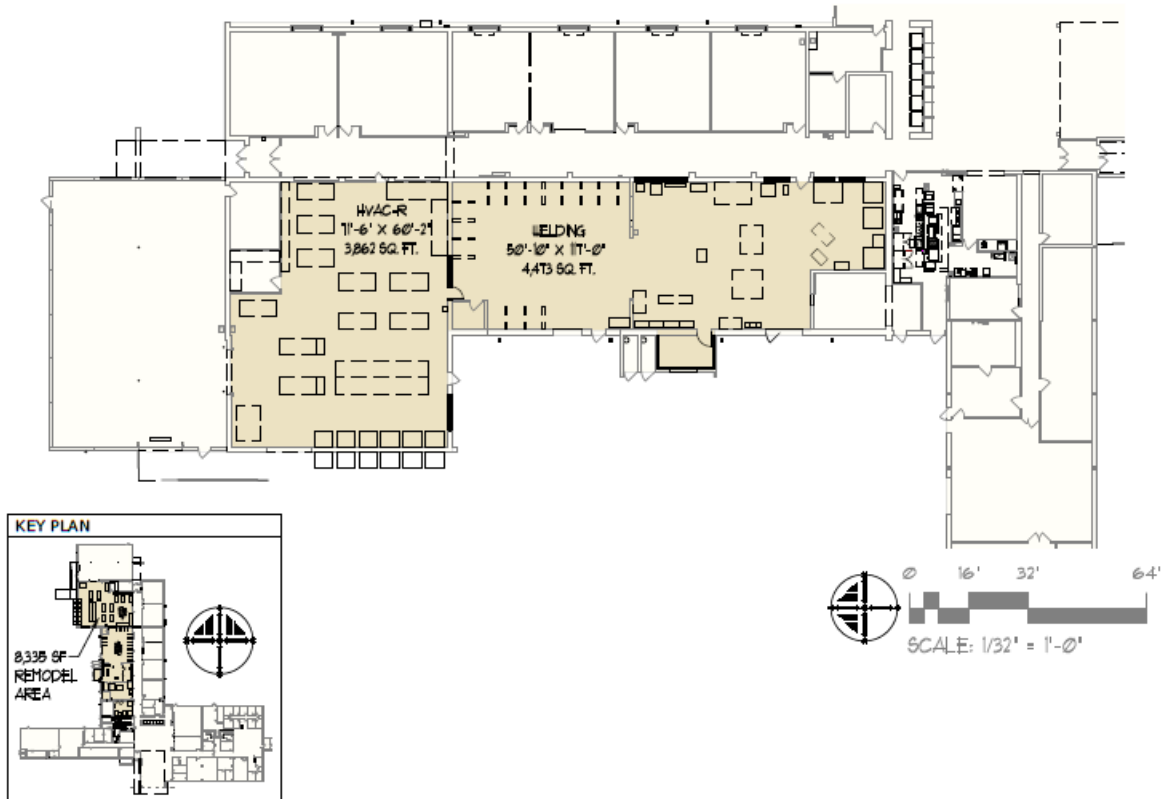
The proposed remodel includes grinding and polishing of the Welding Lab floor, the installation of LED lights throughout, and the painting of all of the walls and ceiling.

The proposed remodel encompasses the Elkhorn Campus South Building rooms 130, 130A, 128 and 126.



The following is the floor plan of the proposed remodel.

An electronic version of the following plan was submitted via email with this request for approval.



**SOUTH BUILDING REMODEL**  
Gateway Technical College - Elk Horn Campus  
© 2023 Partners in Design Architects, Inc.

HVAC-R and Welding Labs  
FLOOR PLAN  
07-26-2023



All of the funds will come from the proposed sale of bonds or notes. The District engages the services of bond counsel to provide a statement of statutory compliance.

The estimated project cost follows.

<b>Elkhorn South Building HVAC-R and Welding Remodel</b>		
TCS 5.04(4)(h)	Description	Budget
1	General Construction	\$ 14,000.00
2	Heating, ventilation and AC	\$ 297,000.00
3	Electrical	\$ 205,000.00
4	Plumbing	\$ 53,000.00
5	Other contracts:	
	Demolition	\$ 42,500.00
	Earthwork & Site utilities	\$ -
	Concrete	\$ 12,900.00
	Asphalt Paving	\$ -
	Lanscaping (Allowance)	\$ -
	Masonry	\$ 22,500.00
	Metals	\$ -
	Woods & Plastic	\$ 8,700.00
	Doors & Windows	\$ 33,500.00
	Finishes	\$ 210,000.00
	Roofing Work	\$ -
	Sealants / Firestopping	\$ 5,300.00
	Fire Protection	\$ -
6	Equipment	\$ -
7	Miscellaneous cost	\$ -
	Supervision	\$ 135,000.00
	Contingency	\$ 100,000.00
	General Liability Insurance	\$ 2,000.00
	General Contractor Fees	\$ 36,000.00
	Performance Bond	\$ 9,000.00
8	Fees & Permits	\$ 11,000.00
	<b>TOTAL CONSTRUCTION:</b>	<b>\$ 1,197,400.00</b>
	Asbestos Abatement & Security Modifications	
	<b>TOTAL OWNER ALLOWANCE:</b>	<b>\$ -</b>
	Architectural & Engineering	\$ 97,000.00
	Reimbursable	\$ 500.00
	Commissioning & Arc Flash/Fault Current	\$ 5,100.00
	<b>TOTAL A&amp;E FEES:</b>	<b>\$ 102,600.00</b>
<b>TOTAL PROJECT COST:</b>		<b>\$ 1,300,000.00</b>



July 27, 2023

Mr. John Thielen  
Gateway Technical College  
Director of Capital Project  
3520 30<sup>th</sup> Avenue  
Kenosha, Wisconsin 53144

RE: Elkhorn Campus South Building  
HVAC-R and Welding Remodel

**Dear Mr. Thielen:**

In response to the WTCS Board Policy 706, Sustainable Facilities, I confirm that the Elkhorn Campus South Building HVAC-R and Welding Remodel project will be designed and engineered with the intent of this policy in mind. For your review and an explanation of our goal, we will follow the guidelines set in LEED 2009 for BD+C: New Construction and Major Renovation. We will focus on the following categories: Water Efficiency, Energy and Atmosphere, Materials and Resources, and Indoor Environmental Quality.

Recognizing that Gateway will not be certifying the building through the U.S. Green Building Council (USGBC) and any final decision relative to the awarding of points is the decision of the USGBC, we cannot definitively provide a point range for the remodel's design.

Sincerely,

Jeffrey E. Bridleman, AIA

**Partners in Design  
Architects, Inc.**

**W I S C O N S I N**  
600 Fifty Second Street  
Suite 220  
Kenosha, WI 53140  
262.652.2800

**I L L I N O I S**  
2610 Lake Cook Road  
Suite 280  
Riverwoods, IL 60015  
847.940.0300

[www.pidarchitects.com](http://www.pidarchitects.com)

**P A S S I O N C O L L A B O R A T I O N V I S I O N**

LEED 2009 for New Construction and Major Renovations		GTC EL S. Bldg HVAC-R and Welding Remodel	
Project Checklist		07.26.2023	
<b>26 Sustainable Sites</b> Possible Points: 26		<b>Materials and Resources, Continued</b>	
Y ? N	Prereq 1 Construction Activity Pollution Prevention	Y ? N	Credit 4 Recycled Content 1 to 2
1	Credit 1 Site Selection 1	2	Credit 5 Regional Materials 1 to 2
5	Credit 2 Development Density and Community Connectivity 5	1	Credit 6 Rapidly Renewable Materials 1
1	Credit 3 Brownfield Redevelopment 1	1	Credit 7 Certified Wood 1
6	Credit 4.1 Alternative Transportation—Public Transportation Access 6	<b>9 6 Indoor Environmental Quality</b> Possible Points: 15	
1	Credit 4.2 Alternative Transportation—Bicycle Storage and Changing Rooms 1	Y	Prereq 1 Minimum Indoor Air Quality Performance
3	Credit 4.3 Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles 3	Y	Prereq 2 Environmental Tobacco Smoke (ETS) Control
2	Credit 4.4 Alternative Transportation—Parking Capacity 2	1	Credit 1 Outdoor Air Delivery Monitoring 1
1	Credit 5.1 Site Development—Protect or Restore Habitat 1	1	Credit 2 Increased Ventilation 1
1	Credit 5.2 Site Development—Maximize Open Space 1	1	Credit 3.1 Construction IAQ Management Plan—During Construction 1
1	Credit 6.1 Stormwater Design—Quantity Control 1	1	Credit 3.2 Construction IAQ Management Plan—Before Occupancy 1
1	Credit 6.2 Stormwater Design—Quality Control 1	1	Credit 4.1 Low-Emitting Materials—Adhesives and Sealants 1
1	Credit 7.1 Heat Island Effect—Non-roof 1	1	Credit 4.2 Low-Emitting Materials—Paints and Coatings 1
1	Credit 7.2 Heat Island Effect—Roof 1	1	Credit 4.3 Low-Emitting Materials—Flooring Systems 1
1	Credit 8 Light Pollution Reduction 1	1	Credit 4.4 Low-Emitting Materials—Composite Wood and Agrifiber Products 1
<b>6 4 Water Efficiency</b> Possible Points: 10		1	Credit 5 Indoor Chemical and Pollutant Source Control 1
Y	Prereq 1 Water Use Reduction—20% Reduction	1	Credit 6.1 Controllability of Systems—Lighting 1
2	Credit 1 Water Efficient Landscaping 2 to 4	1	Credit 6.2 Controllability of Systems—Thermal Comfort 1
2	Credit 2 Innovative Wastewater Technologies 2	1	Credit 7.1 Thermal Comfort—Design 1
4	Credit 3 Water Use Reduction 2 to 4	1	Credit 7.2 Thermal Comfort—Verification 1
<b>9 6 18 Energy and Atmosphere</b> Possible Points: 35		1	Credit 8.1 Daylight and Views—Daylight 1
Y	Prereq 1 Fundamental Commissioning of Building Energy Systems	1	Credit 8.2 Daylight and Views—Views 1
Y	Prereq 2 Minimum Energy Performance	<b>1 5 Innovation and Design Process</b> Possible Points: 6	
Y	Prereq 3 Fundamental Refrigerant Management	1	Credit 1.1 Innovation in Design: Specific Title 1
7	Credit 1 Optimize Energy Performance 1 to 19	1	Credit 1.2 Innovation in Design: Specific Title 1
7	Credit 2 On-Site Renewable Energy 1 to 7	1	Credit 1.3 Innovation in Design: Specific Title 1
2	Credit 3 Enhanced Commissioning 2	1	Credit 1.4 Innovation in Design: Specific Title 1
2	Credit 4 Enhanced Refrigerant Management 2	1	Credit 1.5 Innovation in Design: Specific Title 1
3	Credit 5 Measurement and Verification 3	1	Credit 2 LEED Accredited Professional 1
2	Credit 6 Green Power 2	<b>4 Regional Priority Credits</b> Possible Points: 4	
<b>10 4 Materials and Resources</b> Possible Points: 14		1	Credit 1.1 Regional Priority: Specific Credit 1
Y	Prereq 1 Storage and Collection of Recyclables	1	Credit 1.2 Regional Priority: Specific Credit 1
2	Credit 1.1 Building Reuse—Maintain Existing Walls, Floors, and Roof 1 to 3	1	Credit 1.3 Regional Priority: Specific Credit 1
1	Credit 1.2 Building Reuse—Maintain 50% of Interior Non-Structural Elements 1	1	Credit 1.4 Regional Priority: Specific Credit 1
2	Credit 2 Construction Waste Management 1 to 2	<b>33 23 52 Total</b> Possible Points: 110	
2	Credit 3 Materials Reuse 1 to 2	Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110	

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

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

**RESOLUTION NUMBERS B-2023 E.1 and E.2  
APPROVAL OF THE LAKEVIEW TECHNOLOGY ACADEMY  
REMODEL PROJECT  
KENOSHA, WI**

**Summary of Item:** The administration is recommending approval by the Gateway Technical College District Board of Resolution Numbers B-2023 E.1 and E.2 for the Lakeview Technology Academy Remodel Project, Kenosha, WI.

The administration also recommends approval from the Wisconsin Technical College System (WTCS) Board for the Lakeview Technology Academy Remodel Project, Kenosha, WI.

**Attachments:** Resolution Numbers B-2023 E.1 and E.2  
Request for WTCS Board Approval of Project

**Ends Statements and/or**

**Executive Limitations:** Section 3 - Executive Limitation, Financial Condition Policy 3.5  
Section 4 – Ends, College Ends Policy 4.1

**Staff Liaison:** John Thielen

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**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 E.1**

**WHEREAS**, the Gateway Technical College District Board is proposing the project for the Lakeview Technology Academy, Kenosha, WI to remodel space to enhance the experience of students interested in engineering, electromechanical and CNC careers and;

**WHEREAS**, the Lakeview Technology Academy Project, Kenosha, WI consists of remodeling 14,753 square feet. The project cost is estimated at \$1,500,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gateway Technical College Board, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, approves said project.

---

Rebecca Matoska-Mentink  
Chairperson

---

D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

# GATEWAY TECHNICAL COLLEGE

## RESOLUTION NO. B-2023 E.2

**WHEREAS**, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the project for the Lakeview Technology Academy Remodel Project, Kenosha, WI which consists of remodeling 14,753 square feet to increase programming and to enhance the student experience with a project cost estimate of \$1,500,000.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to 5.04(2)(b) of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the project.

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Rebecca Matoska-Mentink  
Chairperson

---

D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

REQUEST FOR APPROVAL

REMODELING

Wisconsin Technical College System Board

Project Title and Description:

Kenosha Campus Lakeview Technology Academy Remodel

The Kenosha Campus of Gateway Technical College proposes to remodel 14,753 square feet of the Lakeview Technology Academy to enhance the experience of students interested in engineering, electromechanical, and CNC careers.

District: Gateway Technical College

Authorized Representative: John Thielen

Date Submitted: August 8, 2023

Date of Requested WTCSB Action: September 12, 2023

The following is a draft of the Gateway Board of Trustees resolutions that are on the agenda of the August 24, 2023 meeting.

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 E.1**

**WHEREAS**, the Gateway Technical College District Board is proposing the project for the Lakeview Technology Academy, Kenosha, WI to remodel space to enhance the experience of students interested in engineering, electromechanical and CNC careers and;

**WHEREAS**, the Lakeview Technology Academy Project, Kenosha, WI consists of remodeling 14,753 square feet. The project cost is estimated at \$1,500,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gateway Technical College Board, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, approves said project.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

The following is a draft of the Gateway Board of Trustees resolutions that are on the agenda of the August 24, 2023 meeting.

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 E.2**

**WHEREAS**, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the project for the Lakeview Technology Academy Remodel Project, Kenosha, WI which consists of remodeling 14,753 square feet to increase programming and to enhance the student experience with a project cost estimate of \$1,500,000.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to 5.04(2)(b) of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the project.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

The Kenosha Campus of Gateway Technical College proposes to remodel 14,753 square feet of the Lakeview Technology Academy to enhance the experience of students interested in engineering, electromechanical, and CNC careers.

The lease of the current Lakeview Technology Academy property ends in 2025. The current facility has three Gateway laboratories: one for classes in Information Technology, one for Electromechanical, and the third for CNC and Electromechanical.

Each classroom handles classes up to 23 students , with the average class size for CNC classes for the past 5 years is approximately 13 students and for Electromechanical, 10 students. In addition to course enrollment of Lakeview Technology Academy students, Gateway offers evening program classes to the district community. This will continue with the remodel to the new Lakeview building.

In addition to an increase in the footprint of the classroom laboratories, the proposed remodel will allow Gateway to increase programming of the content areas to Advanced Manufacturing and increase the classes that we offer in CNC to allow us to offer a technical diploma in each area. At this time, there are no plans to increase the offerings of courses in IT, which are taught during the day hours. CNC and Electromechanical courses are taught during the day and evening hours. The focus is increasing the offerings of CNC and Electromechanical and Advanced Manufacturing.

Along with courses towards the CNC Operator Certificate, we would offer courses for the CNC Production Technician Technical Diploma. Currently the four classes required of the CNC Operator certificate are being offered and we would add an additional five classes allowing students to earn the CNC Production technical diploma while earning their high school diploma.

We would also add to the courses currently being taught for the Electromechanical Maintenance Technician technical diploma as well as the Advanced Manufacturing Specialist internal certificate, which share some common classes. The AMS internal certificate and the EMMT technical diploma serve as pathways to the Advanced Manufacturing Technology associate degree program, which students can obtain at Gateway Technical College after graduation from high school.

The proposed layout of the remodel allows for a more streamlined and direct access to the classroom laboratories from a main corridor, an improvement from the current facility which requires several turns in corridors to reach the classrooms. Direct access to a main hallway will improve access for persons with disabilities. The proximity to an entrance for evening classes also through this main hallway is also an improvement.

The table below shows the annual district enrollment for the EMMT, AMT and CNC programs for the last five years including the current year which will be finalized in September.

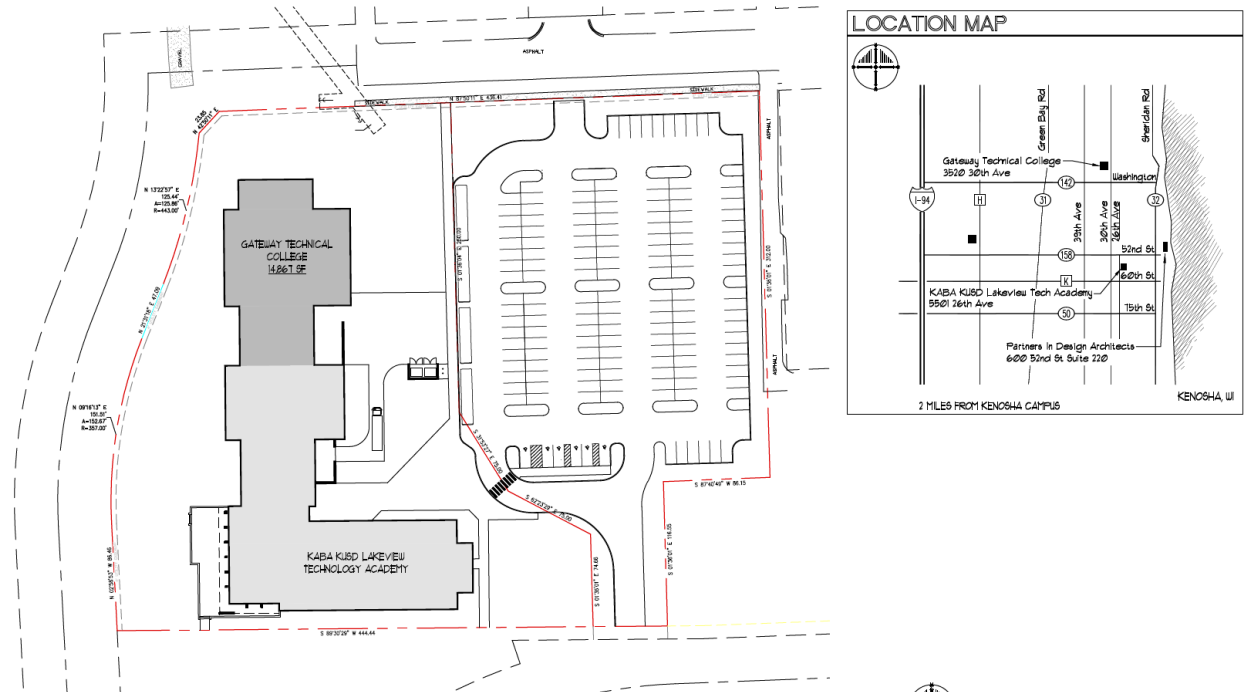
Program	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23*
106642 - Advanced Manufacturing Technology	N/A	37	43	41	36	30
614443 - CNC Operator	10	63	67	64	88	70
314442 - CNC Production Technician	60	100	119	98	80	70
314443 - CNC Programmer	71	77	89	76	61	60
316203 - Electromechanical Maintenance Technician	25	44	70	79	77	50
*Data not final						

The purchase of additional equipment to support existing and future course offerings will allow us to serve and support more students with the knowledge and skillset needed to be successful in industry. Estimated hardware costs for adding the CNC Technical Diploma including AMI Kit, 4 CNC Lathes, Tooling, and Bandsaw are \$715,000. Estimated hardware costs for the additional courses for AMS/EMMT including Process Control Trainers, Portable PLC Logic Trainers, Networking equipment, and Electric Motor Control trainers are approximately \$504,000.

To expand the course offerings of our CNC and Electromechanical/AMS programs, an additional instructor will be required to be added at Lakeview. Currently, three Gateway instructors are embedded at Lakeview. One instructor teaches the IT courses and the other two teach the CNC and Electromechanical courses. With the expansion of CNC, EMMT and AMS courses an additional instructor would be needed to teach primarily the EMMT and AMS courses. The cost of adding an additional instructor, salary and benefits is approximately \$120,000.

The following plan identifies the location of the proposed Kenosha Campus Lakeview Technology Academy remodel.

An electronic version of the following plan is included with this request for approval.



**KABA KUSD LAKEVIEW TECHNOLOGY ACADEMY**  
Gateway Technical College

© 2019 Partners in Design Architects, Inc.

  
SITE PLAN  
Scale: 1/64" = 1'-0"  
05.19.23

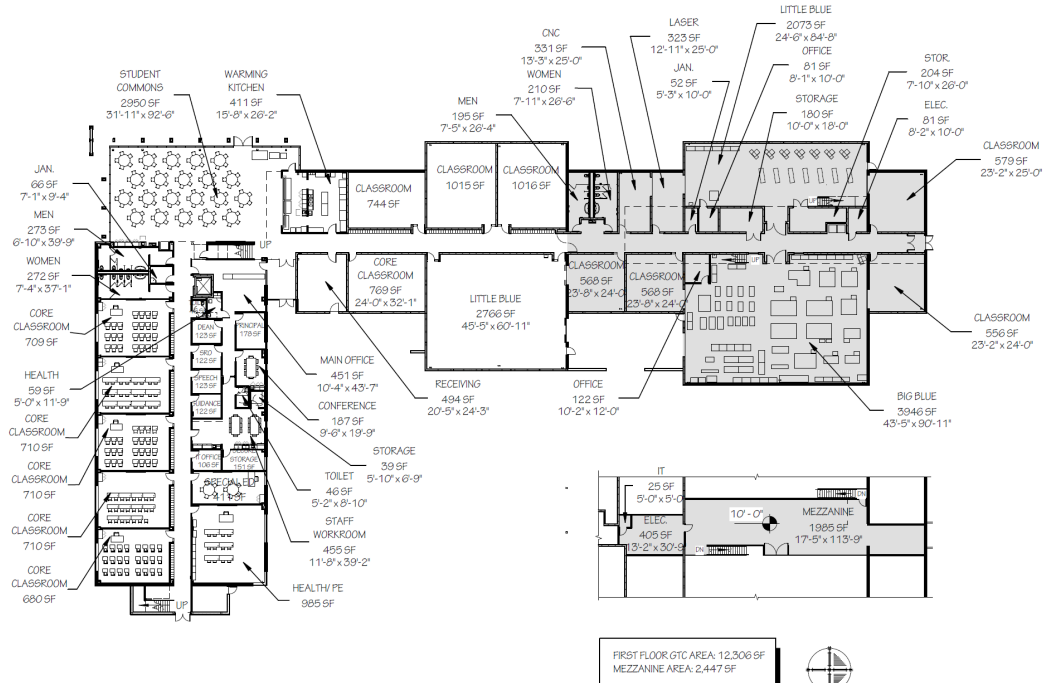
  
262.652.2800  
Kenosha, WI

847.840.0300  
Riverswoods, IL



In the following, the area shaded in grey is the floor plan of the proposed remodel.

An electronic version of the following plan is submitted via email with this request for approval.



**KABA KUSD LAKEVIEW TECHNOLOGY ACADEMY**  
Gateway Technical College

FIRST FLOOR AND MEZZANINE PLAN  
Scale: 1/32" = 1'-0"  
07/11/23



All of the funds will come from the proposed sale of bonds or notes. The District engages the services of bond counsel to provide a statement of statutory compliance.

The estimated project cost follows.

TCS 5.04(4)(h)	Description	Budget
1	General Construction	\$ 175,000.00
2	Heating, Ventilation, and AC	\$ 310,000.00
3	Electrical	\$ 275,000.00
4	Plumbing	\$ 60,000.00
5	Other contracts:	
	Concrete	\$ 22,000.00
	Carpentry	\$ 25,000.00
	Drywall	\$ 51,000.00
	Millwork	\$ 5,000.00
	Doors, Frames, Hardware	\$ 34,000.00
	Glass & Glazing	\$ 15,000.00
	Coiling Doors	\$ 33,000.00
	Painting	\$ 45,000.00
	Ceramic Tile	\$ 15,000.00
	Ceilings	\$ 25,000.00
	Special Coatings	\$ 25,000.00
	Flooring	\$ 15,000.00
	Specialties	\$ 10,000.00
	Fire Protection	\$ 60,000.00
6	Miscellaneous cost	
	Design Contingency	\$ 65,000
	Construction Contingency	\$ 65,000
	Permit	\$ 10,000
	Performance & Payment Bond	\$ 15,000
	SUBTOTAL	\$ 1,355,000
	Architect and Engineering Fees	\$ 70,000
	SUBTOTAL	\$ 1,425,000
	Builders Risk Insurance	\$ 5,000
	General Liability Insurance	\$ 10,000
	Preconstruction Fee	\$ 10,000
	SUBTOTAL:	\$ 1,450,000
	Overhead & Profit	\$ 50,000
	TOTAL:	\$ 1,500,000

<b>TOTAL PROJECT COST:</b>	<b>\$ 1,500,000</b>
----------------------------	---------------------

Project SF: 14,753

SF Cost: 102

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## **RESOLUTIONS NO. B-2023 F.1 AND F.2 PROPOSED LEASE AGREEMENT FOR LAKEVIEW TECHNOLOGY ACADEMY BETWEEN KENOSHA AREA BUSINESS ALLIANCE AND KENOSHA UNIFIED SCHOOL DISTRICT AND PROPOSED SUBLEASE BETWEEN KENOSHA UNIFIED SCHOOL DISTRICT AND GATEWAY TECHNICAL COLLEGE FOR LEASED SPACE AT 5533 – 26<sup>th</sup> AVENUE, KENOSHA, WISCONSIN**

Summary of Item: The administration is recommending approval by the Gateway Technical College District Board of Trustees of Resolution Number B-2023 F.1 and F.2 to enter into a lease for space located at Lakeview Technology Academy, 5533 – 26<sup>TH</sup> Avenue, Kenosha, WI.

If approved, the resolutions and lease will be forwarded to the Wisconsin Technical College System Board for approval at their September 12-13, 2023 meeting.

The administration recommends approval of the lease as summarized below:

- ▶ The lease agreement calls Gateway Technical College to lease approximately 14,753 square feet.
- ▶ The term of the lease is ten (10) years.
- ▶ Annual sublease base rent will be as follows:  
Years 1-5: \$148,382.94  
Years 6-10: \$152,092.51
- ▶ Gateway Technical College shall pay as additional rent, sublessee's proportionate share of all costs incurred with maintenance and insurance of the premises (expenses).
- ▶ Gateway Technical College has the right to remodel and improve the interior of the space during the duration of the terms of the lease with prior written consent of sublessor and owner.

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

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

**RESOLUTIONS NO. B-2023 F.1 AND F.2  
PROPOSED LEASE AGREEMENT FOR LAKEVIEW TECHNOLOGY  
ACADEMY BETWEEN KENOSHA AREA BUSINESS ALLIANCE AND  
KENOSHA UNIFIED SCHOOL DISTRICT AND PROPOSED SUBLEASE  
BETWEEN KENOSHA UNIFIED SCHOOL DISTRICT AND GATEWAY  
TECHNICAL COLLEGE FOR LEASED SPACE AT  
5533 – 26<sup>th</sup> AVENUE, KENOSHA, WISCONSIN  
(continued)**

Attachments: Resolutions B-2023 F1 and F.2  
DRAFT Lease Agreement Between Kenosha Area  
Business Alliance, and Kenosha Unified School  
District and Sublease Between Kenosha Unified  
School District and Gateway Technical College  
For Leased Space at Lakeview Technology Academy,  
5533 – 26<sup>th</sup> Avenue, Kenosha, WI  
Request for WTCS Board Approval of Lakeview  
Technology Academy Lease

Ends Statements and/or  
Executive Limitations: Section 3 - Executive Limitations  
General Executive Constraint Policy 3.1, &9

Staff Liaisons: Sharon Johnson

Top1059.docx 08/21/23

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 F.1**

**WHEREAS**, the Gateway Technical College District Board proposes to lease space in the Lakeview Technology Academy located at 5533 – 26<sup>th</sup> Avenue, Kenosha, Wisconsin due to the closing of the Lakeview Technology Academy in Pleasant Prairie, WI and;

**WHEREAS**, the proposed leased space includes 14,753 square feet with a Primary lease of ten (10) years to commence in December 2024;

**WHEREAS**, the proposed annual base rent for Sublease Years 1-5 is \$148,382.94 and the annual base rent for Sublease Years 6-10 is \$152,092.51.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gateway Technical College Board, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, approves the lease.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

# GATEWAY TECHNICAL COLLEGE

## RESOLUTION NO. B-2023 F.2

**WHEREAS**, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the lease of 14,753 square feet located in the Lakeview Technology Academy at 5533 – 26<sup>th</sup> Avenue, Kenosha, Wisconsin due to the closing of the Lakeview Technology Academy in Pleasant Prairie, WI and;

**WHEREAS**, the leased space includes 14,753 square feet with a Primary lease of ten (10) years to commence in December 2024;

**WHEREAS**, the annual base rent for Sublease Years 1-5 is \$148,382.94 and the annual base rent for Sublease Years 6-10 is \$152,092.51.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to 5.04(2)(b) of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the lease.

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Rebecca Matoska-Mentink  
Chairperson

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D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

## SUBLEASE

THIS SUBLEASE AGREEMENT ("Sublease"), is made as of **xxx 1, 20xx ?**, by and between KENOSHA UNIFIED SCHOOL DISTRICT NO. ONE, established under State of Wisconsin statutes ("Sublessor"), and GATEWAY TECHNICAL COLLEGE, established under State of Wisconsin statutes ("Sublessee").

## RECITALS

A. WHEREAS, pursuant to a lease agreement dated May 15, 2023 ("Primary Lease"), attached hereto as **Exhibit A** (including all exhibits thereto), Sublessor is the lessee of real property located at 5533 26th Avenue, Kenosha, Wisconsin, including the building and improvements thereon consisting of approximately 48,831 square feet, owned by KENOSHA AREA BUSINESS ALLIANCE FOUNDATION, INC. ("Owner") and more particularly described on Exhibit A to the Primary Lease ("Premises").

B. WHEREAS, Sublessor desires to lease to Sublessee, and Sublessee desires to lease from Sublessor, a portion of the Premises that is depicted in the attached **Exhibit B** each day between the hours of 4:00 p.m and 12:00 a.m. ("Sublease Premises"), provided that upon the mutual agreement of Sublessor and Sublessee, third parties may use the Premises during these hours in accordance with the terms and conditions set forth in this Sublease.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Sublease, the parties hereby agree as follows:

## AGREEMENT

1. Recitals. The recitals set forth above are hereby incorporated into this Sublease.
2. Primary Lease. Sublessee acknowledges that Sublessor leases the Premises from Owner pursuant to the Primary Lease and that Sublessee's rights and obligations under this Sublease are subject to certain provisions of the Primary Lease. In addition to agreeing to the terms and conditions set forth in this Sublease, Sublessee agrees to comply with and assume the terms, conditions and obligations imposed on Sublessor under the Primary Lease as those terms,

conditions, and obligations apply to the Sublease Premises and Sublessee's operation of its activities therein; provided that Sublessee shall not have the right to exercise any of the benefits, options or privileges granted to Sublessor under the Primary Lease unless expressly granted by this Sublease, including but not limited to, the right to extend the term of the Primary Lease provided in Section 2(b). Sublessee's right to possess and occupy the Sublease Premises under this Sublease shall be contingent upon and subject to Sublessor's continued right to possess and occupy the Premises under the Primary Lease, including any termination of the Primary Lease prior to the expiration of its Term.

### 3. Term.

- 3.1. Initial Term. The term of this Sublease shall commence on the Effective Date of the Primary Lease ("Commencement Date") and shall continue for a term of approximately ten (10) years ("Initial Term") from the Commencement Date (as defined below) until that date which is five (5) business days prior to the Termination Date under the Primary Lease, subject to: (a) early termination by the Owner or Sublessor under the provisions of the Primary Lease; (b) early termination by Sublessor or Sublessee under the provisions of this Sublease; and (c) Sublessee's right to extend this Sublease as set forth in Subsection 3.2 below.
- 3.2. Second Term. Provided that Sublessee is not then in default of any term or condition of this Sublease at the time of exercising the option set forth herein or at the end of the then-current term, Sublessee may extend the term of this Sublease for a term of ten (10) years. Sublessee must provide written notice of Sublessee's desire to extend the term of the Sublease for each such extension at least 120 days prior to the end of the then-current term. For the second term, the Base Rent, as defined in Section 4.1 below, shall be calculated as set forth in Section 4.1 below.
- 3.3. Third Term. Provided that Sublessee is not then in default of any term or condition of this Sublease at the time of exercising the option set forth herein or at the end of the then-current term, Sublessee may extend the term of this Sublease for a term of five (5) years. Sublessee must provide written notice of Sublessee's desire to extend the term of the Sublease for each such extension at least 120 days prior to the end of the then-current term. For the third term, the Base Rent, as defined in Section 4.1 below, shall be calculated as set forth in Section 4.1 below.
- 3.4. Extended Term. Subject to Sublessor electing to extend the term of the Primary Lease under the terms thereof, and provided that Sublessee is not then in default of any term or condition of this Sublease at the time of exercising the option set forth herein or at the end of the then-current term, Sublessee may extend the term of this Sublease for a term of five (5) years. Sublessee must provide written notice of Sublessee's desire to



extend the term of the Sublease for each such extension at least 120 days prior to the end of the then- current term. Sublessee's notice of its intent to extend the Sublease shall in no way require Sublessor to exercise its extension rights under the Primary Lease. For the extended term, the Base Rent, as defined in Section 4.1 below, shall be calculated as set forth in Section 4.1 below.

3.5. Relationship to Primary Lease. If the Primary Lease terminates prior to the expiration of the initial or extended terms of this Sublease (other than as a result of the transfer of title to the Premises to the Sublessor), the Sublease shall automatically terminate and Sublessor shall have no liability whatsoever to the Sublessee as a result of such early termination.

4. Rent, Property Taxes and Expenses. Sublessee shall begin paying Rent to Sublessor, calculated as set forth in this Section, on the Commencement Date.

4.1. Rent Due for Initial Term. Beginning on the Commencement Date and on the first day of each month thereafter throughout the Term of this Sublease, Sublessee shall pay to Sublessor, at the address set forth in Section 20 below, or such other place as Sublessor may designate, without demand or right of set-off, a fixed minimum annual rent payable in equal monthly installments ("Base Rent"), calculated on a per square foot basis at the following rates:

Initial Term

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1-5	\$148,382.94	\$12,365.24
6-10	\$152,092.51	\$12,674.38

Second Term (Optional)

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
11-15	\$155,894.61	\$12,991.22
16-20	\$159,792.19	\$13,316.02

Third Term (Optional)

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
21-25	\$163,786.99	\$13,648.92

Extended Term (Optional)

<u>Sublease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
26-30	\$167,881.67	\$13,990.14

If the Commencement Date is other than the first day of a calendar month, or if any month of the Term of this Sublease is not a full calendar month, the Base Rent for such partial month shall be prorated on a daily basis.

- 4.2. Late Charge. Sublessee shall pay any and all late charges incurred by Sublessor under the Primary Lease due to Sublessee's failure to pay Base Rent in a timely manner. Such payment due and payable under this Section 4.2 shall be considered additional Rent.
- 4.3. Property Taxes and Assessments. Throughout the Term of this Sublease, beginning on the Commencement Date, Sublessee shall pay as additional Rent a pro-rata share, equal to thirty-five percent (35%) (said percentage is hereby agreed to be "Sublessee's Proportionate Share"), of all property taxes and all assessments, if any, as defined by and in accordance with Section 6 of the Primary Lease. Such taxes and assessments shall be due and payable to Sublessor monthly in a monthly installment amount calculated from the previous year's taxes. Any difference between payments made by Sublessee and the actual taxes assessed for the year shall either be, for underpayment, remitted to Sublessor by Sublessee or, for overpayment, refunded to Sublessee within twenty (20) days of receipt of a tax bill by Sublessor. Sublessee shall not have the right to contest any taxes unless Sublessor exercises its option to contest such taxes under Section 6 of the Primary Lease.
- 4.4. Maintenance and Insurance Costs. Throughout the Term of this Sublease, beginning on the Commencement Date, Sublessee shall pay as additional Rent Sublessee's Proportionate Share of all costs incurred by Sublessor in connection with the maintenance and insurance of the Premises ("Expenses"). Expenses shall include, without limitation, utility costs (including gas, electric, water and sewer), custodial costs, one (1) computer lab technician, maintenance or repairs of the Premises, insurance costs, and any assessments of the Kenosha Innovation Neighborhood (KIN). Sublessee's Proportionate Share of Expenses shall be due and payable to Sublessor monthly in a monthly installment amount estimated each year in good faith by Sublessor. Any difference between payments made by Sublessee and the actual Expenses incurred for each year shall either be, for underpayment, promptly remitted to Sublessor by Sublessee or, for overpayment, promptly refunded to Sublessee upon year-end review of the actual costs of the Expenses for the prior calendar year. "Expenses" shall include the costs of all repairs and maintenance that Sublessor is required to make under Section 8 of the Primary Lease.

5. Utilities. Sublessor shall provide for utility service (including, without limitation, gas, electricity, water and sewer) to the Premises; the reasonable cost for such utilities shall be deemed a part of the Expenses. Sublessee shall use reasonable efforts to conserve electricity and other utility services.
  
6. Alterations and Signs.
  - 6.1. Alterations. Sublessee shall not make or suffer to be made, any material physical improvements ("Alterations") without the prior written consent of Sublessor and Owner. All such Alterations shall be subject to and in accordance with Section 9 of the Primary Lease.
  
  - 6.2. Signs. Subject to the signage restrictions set forth in Section 10 of the Primary Lease and approval by Sublessor (which Sublessor approval shall not be unreasonably denied or delayed), Sublessee shall have the right to utilize the signage for the Premises on a reasonable basis.
  
  - 6.3. Construction and Other Liens. Sublessee shall not permit any construction or other lien to be filed against all or any portion of the Premises, by reason of work, labor, services, equipment, or materials supplied or claimed to have been supplied to the Premises, or any portion of the Premises, at the request of Sublessee.
  
7. Use of the Sublease Premises. Sublessee agrees that it shall only use the Sublease Premises as an educational and training facility, specifically for Sublessee's Lakeview Advanced Technology Center programs and activities, including any uses incidental thereto. Sublessee shall not use or allow the Sublease Premises to be used for any improper, immoral, unlawful or objectionable purpose or for any purpose that could injure the reputation of the Sublessor or the Premises or otherwise violate any recorded covenant or restriction affecting the Premises. Sublessee shall not cause, maintain or permit any nuisance or commit or suffer the commission of any waste in, on, or about the Premises. Sublessee may install on the Sublease Premises such trade fixtures and equipment as may be necessary for Sublessee's activities; provided that the installation and use of all such trade fixtures and equipment shall comply with any and all applicable laws, rules, regulations and ordinances, and no fixture shall be installed in any manner which affects the roof or structural components of the Premises without the prior written consent of Sublessor. On termination of this Sublease and the removal of such trade fixtures and equipment, Sublessee shall repair any and all damage caused by such removal, including restoring the Sublease Premises to as good a condition and repair as when delivered by Sublessor. Should Sublessee fail to continue to staff and operate such activities at the Premises, the Sublessee herein shall be considered to be in default of the Lease herein. Notwithstanding any other term of this Sublease, the Sublessee shall take no action, even if permitted hereunder that would cause a default under the Primary Lease.

- 7.1. During the entire Sublease Term, and any extensions thereto, the Premises shall be subleased, used and occupied by Sublessee for educational and/or training purposes in accordance with the land lease between the Primary Lessor and the City of Kenosha dated March \_\_\_\_\_, 2023 (“Land Lease”) and all applicable governmental laws and regulations, and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed and subject to the consent and approval requirements of the Land Lease. More specifically, the Premises shall initially be used to house staff and operate the KUSD’s Lakeview Technology Academy, a four (4) year themed high school and the GTC’s Lakeview Advanced Technology Center Programs and activities. Should Sublessee fail to continue to staff and operate such activities at the Premises for educational and/or training purposes for a period in excess of twelve (12) months or engages in uses that violate the Land Lease, then Sublessee herein shall be considered to be in default of the Sublease herein.
- 7.2. Sublessee understands and acknowledges that Primary Lessor intends to use proceeds of tax-exempt bonds to finance the construction and equipping of the leased facility and that Primary Lessor intends that interest paid on such bonds will be excludable from the gross income of the owners of the bonds for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). Sublessee agrees that it will not take any action which would, or fail to take any action the omission of which would, result in the interest paid or payable on any bond becoming includable for federal income tax purposes in the gross income of any owner of the bonds. Sublessor agrees that so long as there are any bonds outstanding, it shall not sublease any of the leased property to any other person or entity for Lessor to verify that the effect of such sublease will not adversely affect the validity of any bonds or result in the interest paid or payable on any bond becoming includable for federal income tax purposes in the gross income of any owner of the bonds and, if applicable, any such permitted sublessee delivers a certificate, acceptable to bond counsel and the Primary Lessor, as to its intended use of the property and agreement to comply with all tax requirements of the Sublessee hereunder. Sublessee agrees that it will not use or permit the use of the leased property by any person in any manner that would result in Private Business Use (defined below) of the leased property in such manner or to such extent as would result in the loss of any exemption for purposes of federal income taxation to which interest on the bonds would otherwise be entitled. In order to enable Primary Lessor to calculate the annual amount of Private Business Use, if any, applicable to the bonds, Sublessee agrees that it shall not use or permit the use of the leased property in any manner that could result in Private Business use without prior written notice to Primary Lessor. “Private Business Use” means any actual or beneficial use, whether directly or indirectly, pursuant to a lease, management contract, research agreement, joint venture agreement, incentive payment contract, output contract or any other arrangement that conveys special legal entitlements for beneficial use, in a trade or business carried on by any person other than a governmental unit (which does not include the United States or any agency or instrumentality thereof) where an organization described in Section 501(c)(3) of the Code

is treated as a governmental unit with respect to its activities that are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code, determined under Section 513(a) of the Code.

8. Insurance, Indemnity, and Waiver of Subrogation.

8.1. Insurance. Sublessee shall, at Sublessee's sole expense, during the entire Term of this Sublease beginning on the Possession Date and any extension thereof, keep in full force and effect a policy of comprehensive commercial general liability insurance against any loss, liability or damage on, about or relating to all or any portion of the Sublease Premises, and the business operated by Sublessee in the Sublease Premises, with a combined single limit for bodily injury or property damage not less than \$2,000,000.00. Such insurance coverage shall name Sublessee, Sublessor and Owner as insureds. Sublessee shall provide copies of all such insurance policies to Sublessor prior to the Possession Date.

8.2. Indemnity. Sublessee agrees to indemnify and save Sublessor and Owner harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of Sublessee's occupancy of the Sublease Premises or from the conduct or management of the business conducted by Sublessee in the Sublease Premises or from any breach or default on the part of the Sublessee in the performance of any covenant or agreement to be performed pursuant to the terms of this Sublease, or from any act of negligence of Sublessee, its agents, contractors, servants, employees, subleases, concessionaires or licensees in or about the Sublease Premises. In case any action or proceeding is brought against Sublessor or Owner by reason of any such claim, Sublessee, upon notice from Sublessor or Owner, shall defend such action or proceeding which is brought by reason of any such claim. Sublessee, upon notice from Sublessor or Owner, covenants to defend such action or proceeding by attorneys reasonably satisfactory to Sublessor or Owner. Sublessor agrees to indemnify and save Sublessee and Owner harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), arising out of Sublessor's occupancy of the Premises or from the conduct or management of the business conducted by Sublessor in the Premises or from any breach or default on the part of the Sublessor in the performance of any covenant or agreement to be performed pursuant to the terms of this Sublease, or from any act of negligence of Sublessor, its agents, contractors, servants, employees, subleases, concessionaires or licensees in or about the Premises. In case any action or proceeding is brought against Sublessee or Owner by reason of any such claim, Sublessor, upon notice from Sublessee or Owner, shall defend such action or proceeding which is brought by reason of any such claim. Sublessor, upon notice from Sublessee or Owner, covenants to defend such action or proceeding by attorneys reasonably satisfactory to Sublessee or Owner.

8.3. Waiver of Subrogation. Anything in this Sublease to the contrary notwithstanding, Sublessor and Sublessee each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, officers, directors, shareholders, or employees for any loss or damage that may occur to the Premises, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

9. Repairs and Maintenance. Sublessor shall keep the Premises in good condition and repair. Sublessee shall reimburse Sublessor for Sublessee's Proportionate Share of the cost of such maintenance as repairs as set forth in Section 4.4 above. Sublessee shall be responsible for, if required by reason of acts of negligence of Sublessee, its agents, employees, customers or invitees, or the particular nature of Sublessee's use of the Sublease Premises, all repairs and replacements otherwise the responsibility of Sublessor or Owner under the Primary Lease or this Sublease. Sublessor makes no warranties, either express or implied, regarding the condition or suitability of the Premises for Sublessee's use.

10. Default and Remedies.

10.1. Default. The occurrence of any one or more of the following events, after such notice and expiration of an opportunity to cure as provided below, shall constitute Sublessee's default of this lease:

- a. Sublessee attempts, by operation of law or otherwise, to assign, sublease or otherwise transfer Sublessee's interest in this Sublease or in the Sublease Premises, except in compliance with the specific provisions of this Sublease;
- b. Sublessee fails to timely pay any installment of Rent or any other amount to be paid by Sublessee under this Sublease, and such failure continues for fifteen (15) days;
- c. Sublessee fails to observe any other term of this Sublease and such failure continues for more than thirty (30) days after written notice from Sublessor; or
- d. Sublessee (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition under any law having its purpose the adjudication of bankruptcy, or an involuntary petition for bankruptcy is filed against Sublessee which is not dismissed within sixty (60) days; (iii) a receiver be appointed for the property of Sublessee where possession is not restored to Sublessee within thirty (30) days; (iv) any department of the State of Wisconsin or the federal government shall take possession of the business or any material property of Sublessee unless the same is dismissed within sixty (60) days.

10.2. Remedies. In the event of a default by Sublessee, Sublessor shall have the following rights and remedies, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive Sublessor of any other right or remedy at law or in equity or elsewhere in this Sublease:

- a. Sublessor may terminate this Sublease by giving Sublessee written notice of its election to do so, in which event the Term shall end and all right, title and interest of Sublessee under this Sublease shall expire on the date stated in such notice;
- b. Sublessor may terminate Sublessee's right to possess the Sublease Premises without terminating this Sublease by giving written notice to Sublessee that Sublessee's right of possession shall end on the date stated in such notice, whereupon Sublessee's right to possess all or any portion of the Sublease Premises shall cease on the date stated in such notice;
- c. Sublessor may enforce the provisions of this Sublease by a suit or suits at law or in equity for the specific performance of any covenant or agreement contained in this Sublease, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all monies due or to become due from Sublessee under any of the provisions of this Sublease; or
- d. In any action, proceeding or suit to enforce this Sublease or any provision hereof, the substantially prevailing party shall pay all costs incurred in enforcing obligations under this Sublease of the substantially prevailing party, including without limitation reasonable attorneys' fees, taxable costs and expenses.

10.3. Sublessor's Right to Cure. If Sublessee fails to make any payment or perform any other act imposed on Sublessee by this Sublease, Sublessor may, but shall not be required to, make such payment or perform such act on Sublessee's behalf, and Sublessor may enter upon the Sublease Premises for any such purpose and take all such action as may be reasonably necessary. Sums paid by Sublessor in connection with the performance of any such obligation shall be deemed additional Rent under this Sublease and shall be paid by Sublessee on Sublessor's demand.

11. Casualty or Public Taking. If the Premises, or any portion thereof, are destroyed or damaged by fire, explosion, or any other casualty (collectively "Casualty") or if all or substantially all of the Premises shall be sold to or taken by any public authority under its power of condemnation or the threat thereof (collectively "Taking"), the provisions of Sections 15 and 16 of the Primary Lease shall govern, and if the Casualty results in the destruction of or the Taking results in the taking of twenty-five percent (25%) or more of the Premises Sublessee shall have the right to terminate this Sublease in accordance with Sections 15 and 16 of the Primary Lease.

12. Assignment and Subletting. Sublessee shall not, without the prior written consent of Sublessor, assign, transfer or encumber this Sublease or any interest under it; allow to exist or occur any transfer of this Sublease or Sublessee's interest in this Sublease by operation of law; sublet all or any part of the Sublease Premises; or permit the use or occupancy of all or any part of the Sublease Premises by any person or entity other than Sublessee. In no event shall this Sublease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Sublease or any rights or privileges hereunder be an asset of Sublessee under any bankruptcy, insolvency or reorganization proceedings except as provided otherwise by law. Any assignment or sublease permitted under this Section shall also be in accordance with Section 23 of the Primary Lease.
13. Subordination, Non-Disturbance and Attornment. Sublessee's interest under this Sublease is subject to subordination, non-disturbance and attornment as set forth in Sections 19 and 20 of the Primary Lease, and Sublessee shall be subject to and comply with all requirements and obligations imposed on Sublessor under that Section.
14. Estoppel Certificate. If requested by Sublessor, Owner or any Mortgagee or prospective Mortgagee, Sublessee shall (without charge and within ten (10) days after request) certify by written instrument, duly executed, acknowledged and delivered to the requesting party: (a) that this Sublease is unmodified and in full force and effect; (b) the dates for which Rent has been paid in advance; (c) that Sublessee is not in default under this Sublease nor, to Sublessee's knowledge, is Sublessor in default under this Sublease; and (d) such other statements or certificates as may be reasonably requested by the requesting party.
15. Effect of Termination.
- 15.1. Surrender. Upon the termination of this Sublease, whether by forfeiture, lapse of time or otherwise, or upon termination of Sublessee's right to possession of the Sublease Premises, Sublessee shall surrender and deliver the Sublease Premises, together with all improvements, to Sublessor, in as good of condition and repair as existed on the Possession Date, reasonable wear and tear excepted. Sublessee shall remove from the Sublease Premises, at or before Sublease termination, all personal property and equipment.
- 15.2. Holding Over. Sublessee shall have no right to occupy all or any portion of the Sublease Premises after the expiration or termination of the Sublease or of Sublessee's right to possession. If Sublessee holds over, Sublessor may exercise any and all remedies available to it at law or in equity to recover possession of the Sublease Premises, and for damages. For each month or partial month that Sublessee or any party under Sublessee remains in occupancy of all or any portion of the Sublease Premises after the expiration or termination of the Sublease or of Sublessee's right to possession, Sublessee shall pay as Rent an amount equal to two hundred percent (200%) of the rate of Base Rent amount



immediately prior to the expiration or termination of the Sublease, together with all other amounts payable under this Sublease, calculated, due and payable on a daily basis.

16. Costs and Attorneys' Fees. Upon any dispute between Sublessor and Sublessee under this Sublease, the substantially prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, taxable costs and expenses incurred in contesting such dispute.

17. Notices. All notices and demands by any party to any other shall be given in writing and either personally served or sent by a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Sublessor: Kenosha Unified School District No. 1  
3600 52<sup>nd</sup> Street  
Kenosha, WI 53144  
Attn: Superintendent of Schools

To Sublessee: Gateway Technical College  
3520 30<sup>th</sup> Avenue  
Kenosha, WI 53144  
Attn: President

To Owner: Kenosha Area Business Alliance Foundation, Inc.  
5500 6<sup>th</sup> Avenue  
Suite 200  
Kenosha, WI 53140  
Attn: President

18. Quiet Enjoyment. Sublessor covenants and agrees that Sublessee, upon paying the Rent and any other amounts due under this Sublease, and upon observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Sublease Premises, subject to all other provisions of this Sublease, during the Term without hindrance by Sublessor or any person or persons claiming under Sublessor.

19. Non-Liability of Owner. In accordance with the Primary Lease, Sublessee acknowledges the non-liability of Owner contained therein, including as stated in Section 28.

20. Miscellaneous.

20.1. Severability. If any term of this Sublease shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Sublease shall not be affected, but shall be valid and in force to the fullest extent permitted by law.

- 20.2. Construction and Interpretation. This Sublease shall be construed under the laws of the State of Wisconsin. Captions in this Sublease are for convenience and reference only, and do not define, limit or describe the scope or intent of the provisions of this Sublease.
- 20.3. Binding Effect. This Sublease shall bind and inure to the benefit of the Sublessor and Sublessee and their respective successors and assigns.
- 20.4. Entire Agreement. This Sublease contains the entire agreement between the parties, including incorporation of the Primary Lease as set forth in Section 2, and shall not be modified or amended in any manner except by an instrument in writing executed by Sublessor and Sublessee.
- 20.5. Independent Covenants; Accord and Satisfaction. Base Rent and all other payments Sublessee must make under this Sublease are declared to be an independent covenant and shall be paid without any setoff, recoupment, counterclaim or deduction of any kind. Payment by Sublessee or receipt by Sublessor of a lesser amount than the Base Rent or any other amount due under this Sublease, shall not be deemed other than as payment on account. Any endorsement or statement on any check or letter accompanying any check as payment of Base Rent or any other amount due under this Sublease shall not be deemed an accord and satisfaction. Sublessor may accept such checks or payments without prejudice to the Sublessor's right to recover the full balance due or pursue any other remedy available under this Sublease or at law or equity.
- 20.6. Premature Surrender. Sublessee's surrender to Sublessor of this Sublease or all or any portion of the Sublease Premises, or any interest in the Sublease Premises, prior to the expiration of the Term set forth in Section 3 shall not terminate Sublessee's obligations under this Sublease unless agreed to and accepted in writing by Sublessor.
- 20.7. Brokers. Sublessor and Sublessee represent and warrant that they have dealt with no broker or agent in connection with this transaction. Sublessor and Sublessee agree to indemnify and hold each other harmless from and against any claims by any other broker or agent claiming commissions or other compensation as their respective representative or agent with regard to this transaction. The provisions of this Section shall survive the termination of this Sublease.
- 20.8. Memorandum of Lease. Sublessee may, at its own expense, record a memorandum of the non-business terms of this Sublease in form and content satisfactory to Sublessor.
- 20.9. Authority to Execute. Each person executing this Sublease on behalf of the entity-parties hereto represents and warrants that he or she has authority and is duly authorized to execute this Sublease on behalf of his or her respective entity and that by signing below, this Sublease becomes binding on each such entity.

**SUBLESSOR:**

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**SUBLESEE:**

GATEWAY TECHNICAL COLLEGE

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

**OWNER CONSENT AND AGREEMENT  
TO SUBLEASE:**

KENOSHA AREA BUSINESS ALLIANCE  
FOUNDATION, INC.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

## EXHIBIT A

### BUILD TO SUIT LEASE AGREEMENT

**THIS BUILD TO SUIT LEASE AGREEMENT**, made as of this \_\_\_\_\_ day of March, 2023 and effective there upon by and between Kenosha Area Business Alliance Foundation, Inc. (KABAF), a Wisconsin 501 (c) 3 corporation (“Lessor”) and the Kenosha Unified School District No. One (KUSD) which is established under State of Wisconsin statutes and is hereinafter referred to as (“Lessee”).

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are contained herein and hereby acknowledged, the parties hereto agree as follows:

**1. Demise of Premises.** Subject to the terms and conditions set forth below, Lessor hereby leases and demises to Lessee and Lessee hereby rents from Lessor the premises (the “Premises”), as described on the attached Exhibit A containing approximately 52,000 square feet (the “Facility”) to be constructed on property identified as Parcel 4 as described on Exhibit A hereto in Kenosha, Wisconsin (the “Property”), together with the surrounding walkways and greenspace of the Property as shown on Exhibit A. Lessor shall construct the Facility in material compliance with the to be approved construction plans per the terms of Addendum 1 – Construction Work and Improvements Agreement. In addition, Lessee shall be permitted to use the public parking lots adjacent to the Premises which will be constructed by the Lessor or the City of Kenosha as shown here on Exhibit C (“Public Parking Lot”).

**2. Term.**

(a) Initial Period - The term of this Lease (the “Lease Term”) shall be for a period of twenty-five (25) years commencing on the Effective Date (as herein defined) and ending at midnight of the day immediately preceding the twenty-fifth (25th) anniversary of the Effective Date thereafter; provided, however, that if the Lease Effective Date is other than the first day of a calendar month, the term shall end at midnight on the last day of the calendar month containing the twenty-fifth (25th) anniversary of the Effective Date, unless sooner terminated as hereinafter provided. The “Effective Date” shall be the date KUSD first receives an occupancy permit for the Facility as defined in Addendum 1. It is anticipated that the Effective Date will be in August 2024.

(b) Extension Period – The Lease Term herein may be extended for an additional five (5) year period provided that Lessee is in full compliance with all the terms and conditions of the Lease (“Extension Term”). To execute the extension, the Lessee must provide Lessor written notification at least one hundred twenty (120) days prior to the end of the Initial Period. Said notification shall clearly state Lessee’s intention to exercise its right to extend and to comply with all the terms and conditions herein for the duration of the extension. Should Lessor not provide the Lessee an objection based on non-compliance within thirty (30) days of receipt of said extension notification, the extension shall be considered granted. The Extension Term shall be on the same terms and conditions as stated in the Lease and at the annual Base Rent amount identified on Exhibit B hereto.

**3. Use.** During the entire Lease Term, and any extensions thereto, the Premises shall be leased, used and occupied by Lessee for educational and/or training purposes in accordance with the land lease between the Lessor and the City of Kenosha dated March \_\_\_\_, 2023 (“Land Lease”) and all applicable governmental laws and regulations, and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed and subject to the consent and approval requirements of the Land Lease. More specifically, the Premises shall initially be used to house staff and operate the KUSD’s Lakeview Technology Academy, a four (4) year themed high school and the GTC’s Lakeview Advanced Technology Center Programs and activities. Should Lessee fail to continue to staff and operate such activities at the Premises for educational and/or training purposes for a period in excess of twelve (12) months or engages in uses that violate the Land Lease, then Lessee herein shall be considered to be in default of the Lease herein.

Lessee understands and acknowledges that Lessor intends to use proceeds of tax-exempt bonds to finance the construction and equipping of the leased facility and that Lessor intends that interest paid on such bonds will be excludable from the gross income of the owners of the bonds for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). Lessee agrees that it will not take any action which would, or fail to take any action the omission of which would, result in the interest paid or payable on any bond becoming includable for federal income tax purposes in the gross income of any owner of the bonds. Lessee agrees that so long as there are any bonds outstanding, it shall not sublease any of the leased property to any other person or entity for Lessor to verify that the effect of such sublease will not adversely affect the validity of any bonds or result in the interest paid or payable on any bond becoming includable for federal income tax purposes in the gross income of any owner of the bonds and, if applicable, any such permitted sublessee delivers a certificate, acceptable to bond counsel and the Lessor, as to its intended use of the property and agreement to comply with all tax requirements of the Lessee hereunder. Lessee agrees that it will not use or permit the use of the leased property by any person in any manner that would result in Private Business Use (defined below) of the leased property in such manner or to such extent as would result in the loss of any exemption for purposes of federal income taxation to which interest on the bonds would otherwise be entitled. In order to enable Lessor to calculate the annual amount of Private Business Use, if any, applicable to the bonds, Lessee agrees that it shall not use or permit the use of the leased property in any manner that could result in Private Business use without prior written notice to Lessor. “Private Business Use” means any actual or beneficial use, whether directly or indirectly, pursuant to a lease, management contract, research agreement, joint venture agreement, incentive payment contract, output contract or any other arrangement that conveys special legal entitlements for beneficial use, in a trade or business carried on by any person other than a governmental unit (which does not include the United States or any agency or instrumentality thereof) where an organization described in Section 501(c)(3) of the Code is treated as a governmental unit with respect to its activities that are not unrelated trades or businesses (without regard to whether the activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code, determined under Section 513(a) of the Code.

**4. Consideration.** It is the intent of the Lessor, as a non-profit educational entity, to provide the Premises herein at a Base Rent which is considered to be below the existing market rate rent as an incentive for the Lessee to maintain its annual budget and staffing allocation to the Lakeview Technology Academy program and the GTC Lakeview Advanced Technology Center programs and activities. The allocation by the Lessee shall include a full-time principal to manage the Academy and a full-time Director to market and manage the GTC programs and services. It is the intent of the Lessor that Lessee, to the extent feasible, maximize services available to Kenosha Area residents, students and businesses.

**5. Rentals.** As and for rental of the Premises during the Lease Term, and any extensions, Lessee shall pay to Lessor, at the address set forth below for the giving of notices, the following amounts:

(a) The Base Rent, as defined in Exhibit B, in equal monthly installments paid in advance, on or before the first day of each month of the Lease Term, and any extensions herein without set-off, counterclaim or deduction of any type and without demand therefore being made. If the Lease Term commences on a day other than the first day of a month, a pro rata part of the Base Rent shall be paid in advance for the portion of said month beginning with the Effective Date.

(b) It is the intention of the parties that the rentals specified herein shall be absolutely net to Lessor during the Lease Term, and any extensions herein, and that all of the costs, expenses, and obligations or any sort whatsoever relating to the Premises (except as otherwise stated herein) which may arise or become due during the Lease Term, and any extensions herein, including, but not limited to, all utilities, heat, landscape maintenance, snow and ice removal (from both the Public Parking Lot and the Premises), insurance, taxes, tenant association fees, assessments, any costs incurred by Lessor for its maintenance obligations under the Land Lease and, subject to Section 8(a), the costs and expenses of maintenance and care of the Premises shall be paid by Lessee. In the event that any of the foregoing items of expense are not paid by Lessee when due, Lessor shall have the option, but not the obligation, to pay for any such item, whereupon Lessee shall owe Lessor such amount paid by Lessor plus five percent (5%) of such amount as a late payment fee and interest upon such amount from the date of payment by Lessor at an interest rate of five percentage points (5%) in excess of the prime rate of interest as announced from time to time by Johnson Bank, Kenosha, which amount shall be paid by Lessee immediately upon receipt of any invoice from Lessor.

**6. Taxes, Assessments and Utility Charges.** Lessee shall bear, pay and discharge when due, all taxes and assessments, general or special, and all water, sewer and other charges, taxes or assessments, of every kind or nature whatsoever which, during the Lease Term, and any extensions, shall be charged, assessed, imposed, levied, become a lien upon or on account of the Premises, or any appurtenances thereof during the Lease Term, and any extensions, whether imposed on Lessee or Lessor or against any right, title or interest of Lessor or Lessee or either of them, by virtue of or under any present or future law or requirement of any governmental or quasi-governmental body or authority, or pursuant to any recorded restrictions or covenants and all other lawful charges for

water, gas, electricity, light, power or other services or utilities furnished to the Premises or in connection with the use and occupancy thereof during the Lease Term, and any extensions. If requested by Lessor, Lessee shall provide satisfactory evidence of Lessee's discharge of obligations provided by this paragraph. If Lessee is in default under this Lease, Lessor may require taxes, assessments and insurance premiums to be escrowed in advance on a monthly basis in amounts reasonably determined by Lessor, and Lessee shall make such escrow payments in addition to the rent payable hereunder. No interest shall accrue on any such escrow accounts.

Taxes shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the land or improvements comprising the Premises or rental or other sums payable hereunder, and ad valorem taxes for any personal property used in connection therewith. If, at any time during the Lease Term, and any extensions, a tax or excise on rents or income or other tax however described ("rent tax") is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Lessor under this Lease, such rent tax shall constitute and be included as a tax hereunder. Should the State of Wisconsin or any political subdivision thereof, or any other governmental authority having jurisdiction over the Premises impose a tax, assessment, charge, or fee, which Lessor shall be required to pay, wholly or partially in substitution for or as a supplement to such real estate taxes and ad valorem personal property taxes, levy against the land, building and/or personal property used in connection with the Premises, to the extent that same is in substitution for or as a supplement to said real estate taxes or ad valorem personal taxes, such taxes, assessments, fees or charges shall be deemed to constitute taxes hereunder. Except as provided herein, taxes shall not include any tax on Lessor's income. Lessee shall also be responsible for any charges or assessments levied pursuant to the Land Lease and any Declaration of Development Standards and Protective Covenants for the Kenosha Innovation Neighborhood (as amended) now existing or enacted by the City of Kenosha ("Declaration") during the Lease Term.

Lessee shall have the right to pay any such tax, assessment, or charge under protest and contest the validity or amount of such tax, assessment or charge with the governmental or other authority which imposed it. Lessor shall permit such contest to be conducted in its name, if required by law, provided that all costs and expenses thereof shall be borne by Lessee. Lessee shall not have complete control over contests with respect to assessments or taxes imposed or relating to the last tax year of the Lease Term, or any extension, and Lessor shall be entitled to participate therein at Lessor's sole cost and expense and the parties agree to cooperate and assist one another in minimizing such assessments.

Throughout the Lease Term, and any extension, Lessee shall provide and pay for adequate utilities in the Premises so as to protect the same from damage. In addition, Lessee shall pay all utility bills at the time the same become due or payable, and Lessee shall pay for any other goods or services incident to occupancy or use of the Premises during the Lease Term, and any extension. Lessee shall pay all charges for sewage disposal, electricity, water, gas or other fuel or utility consumed on the Premises during the Lease Term, and any extension.

Lessor shall not be liable to Lessee should the furnishing of water, gas, electricity, heat or air conditioning, trash removal, telecommunications or any other

service be interrupted because of repairs, installation or improvements or for any other cause not caused by Lessor.

7. **Condition of Premises.** Lessor agrees to assign to Lessee, on a non-exclusive basis on the Effective Date, for the duration of the Lease herein, its rights and warranties with regard to construction of the Facility, such assignment to be effective for so long as this Lease remains in effect. Except for the assignments provided for in this paragraph, Lessor makes no warranties, either express or implied, regarding the condition or suitability of the Premises for Lessee's uses.

8. **Repairs and Maintenance.**

(a) *Repairs by Lessor.* During the Term, Lessor shall make necessary structural repairs to the Premises (but excluding windows and window frames, doors, plate glass and signs) and shall keep in good condition and repair the foundations and roof of the Premises. Lessor shall not be required to make any such repairs where same were caused or occasioned by any act, omission or negligence of Lessee, any subtenant or licensees of Lessee, or any of their respective officers, employees, agents, students, guests, invitees or contractors. Lessor shall not be required to commence any such repair until notice shall be received from Lessee specifying the nature of the repair. The provisions of this Section shall not apply in the case of damage by fire or other casualty or by eminent domain, in which event the obligations of the parties shall be as provided in other Sections of this Lease.

(b) *Repairs and Maintenance by Lessee.* Except for repairs required to be performed by Lessor under Section 8(a), Lessee shall make all repairs and replacements to, and shall keep clean, neat, safe, sanitary, in good order, repair and condition (including all painting and decorating necessary to maintain at all times a clean and slightly appearance) and free of vermin, the Premises, including both inside and the outside, and any equipment, facilities, fixtures and systems including but not limited to fire detection and/or prevention systems therein. In making repairs, Lessee shall use materials equal in kind and quality to the original work. Lessee shall repaint and refurbish the Premises at reasonable periodic intervals to assure that the Premises is kept in a first-class and attractive condition through the Term. The provisions of this Section shall not apply in the case of damage by fire or other Casualty or by eminent domain, in which event the obligations of the parties shall be as provided in other Sections of this Lease. All alterations and repairs hereunder shall conform to existing structures and quality at the Premises. Lessee shall be responsible for all landscaping and lawn maintenance, repair and replacement, including, without limitation, all snow and ice removal from all and sidewalks and walkways on or adjacent to the Premises. In addition, the Lessee shall perform all snow and ice removal on the Public Parking Lot and shall perform routine maintenance on such parking lot including, but not limited to, restriping, crack filling, and pothole filling as needed. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor, in good condition and repair in consideration with the age of the Facility, normal wear and tear only excepted. All repairs and maintenance shall ensure the Premises are in compliance with the Land Lease, all local, state and federal codes and standards and any Declaration of Development Standards and Protective Covenants placed on the Premises by the City of Kenosha or Kenosha Innovation Neighborhood, if any.



(c) *HVAC*. Lessee shall be responsible for the maintenance, repair and replacement of air conditioning, heating and ventilation (“HVAC”) systems within the Premises, including all components such as air handling units, air distribution systems, motors, controls, grilles, thermostats, filters and all other components. Lessee shall periodically inspect, adjust, clean and repair such systems, including changing filters on at least a quarterly basis.

9. Alterations or Improvements by Lessee. Lessee may make such alterations, additions or improvements in or to the Premises as it shall consider necessary or desirable for the conduct of its business, provided that all such work shall be done in a good and workmanlike manner, that the structural integrity of the Facility shall not be impaired, that no liens shall attach to the Premises by reason thereof and Lessee shall carry or cause its contractors to carry any required worker’s compensation insurance. Additionally, Lessee shall notify Lessor in advance of such alterations, additions or improvements costing in excess of Ten Thousand and No/100 (\$10,000.00) Dollars. All alterations, improvements or additions made by Lessee shall be at its sole cost and expense. No structural or exterior alterations, changes, additions or improvements in or to the Premises shall be made by Lessee without the prior written consent of Lessor, in each and every instance. Lessor’s consent may be conditioned upon the receipt by Lessor of such information as Lessor may reasonably require, and upon the furnishing of certificates of insurance, waivers of lien, and receipted bills covering any and all labor and materials utilized in connection therewith, and such other conditions as Lessor may reasonably require.

10. Fixtures and Signs. Lessee may install in or place on the Premises such fixtures, machines, tools or other equipment that Lessee may require or deem desirable in the conduct of its business which are consistent with the permitted uses hereunder. Such items shall at all times remain the personal property of Lessee and may be removed at any time by Lessee; provided, however, that Lessee shall restore the Premises in the event of any damage caused by the removal of any such property. Lessee shall have the right to install or erect on the Premises or to affix to any building which is part of the Premises such signs as it may deem necessary or appropriate to advertise its name and business, subject to requirements of the Land Lease, law and any Declarations or covenants affecting the Premises. Said signs shall remain Lessee’s personal property and may be removed as set forth above. Lessee shall be responsible for obtaining any approvals required for signage.

11. Insurance. Lessee shall maintain, and annually provide documentation of said coverage to Lessor, at its own expense the following types and amounts of insurance in addition to such other insurance as Lessor may reasonably require from time to time:

(a) Extended coverage insurance against loss, damage, or destruction by fire and other casualty, including theft, vandalism and malicious mischief, boiler explosion, sprinkler damage, all matters covered by a standard extended coverage endorsement, and such other risks as Lessor reasonably may require, insuring the Property, including the Facility, for not less than its full insurable value on a replacement cost basis. Such insurance policy or policies shall contain a “severability of interest” clause or endorsement that precludes the insurer from denying the claim of either Lessee or Lessor because of the negligence or other acts of the other. Further, such insurance policy or policies shall include: (i) a waiver of

subrogation by the insurer as to claims against Lessor and the City of Kenosha; including their officers, elected officials, directors, employees, insurers and agents; (ii) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by Lessor and the City of Kenosha and that the insurance policy or policies shall not be brought into contribution with insurance maintained by Lessor or the City of Kenosha; (iii) provide that the insurer shall not have any option to restore the Premises following casualty if the parties elect to terminate this Lease in accordance with the terms hereof; and (iv) provide that no casualty loss may be finally adjusted without the prior written consent of Lessor.

(b) Comprehensive public liability and property damage insurance, against bodily injury liability and property damage liability, including without limitation any liability arising out of the ownership, maintenance, repair, condition, or operation of the Premises or adjoining ways, streets, parking areas, or sidewalks. Such policy or policies shall be in amounts of not less than an aggregate of Five Million and No/100 Dollars (\$5,000,000.00) for all personal injuries or property damage in a single occurrence, or such higher limits as Lessor may reasonably require from time to time.

(c) All insurance policies shall: (i) be endorsed to protect the Lessor, the City of Kenosha and the Lessee, as their respective interests may appear; (ii) be obtained by Lessee under valid and enforceable standard form policies issued by responsible insurance companies licensed to do business in the State of Wisconsin and reasonably acceptable to the Lessor; (iii) provide that such insurance cannot be unreasonably canceled, invalidated, or suspended on account of the conduct of Lessee, its officers, directors, employees, or agents; and (iv) provide that the policy of insurance shall not be terminated, canceled, or substantially modified without at least thirty (30) days' prior written notice to Lessor.

(d) Lessee shall provide to Lessor, the City of Kenosha and to any lender designated by Lessor certificates of insurance or copies of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times during the Lease Term, and any extensions, and that premiums due thereunder have been paid. Lessor shall have the right to take any action or make any payment required to continue coverage as required by this Lease and Lessee hereby covenants to reimburse and hold Lessor harmless for the cost of any such action or payment if Lessor is not provided with such evidence of insurance not later than ten (10) days before Effective Date or the expiration date of any such insurance.

(e) Escrow of insurance premiums may be required as provided in Section 6 above.

**12. Compliance with Laws.** Lessee shall, at its sole cost and expense, comply with the Land Lease, any and all laws, statutes, ordinances, and regulations, restrictions and easements of record, now or hereafter in force, applicable to the Premises, relating to the use and occupancy thereof or to the making of repairs thereto, or of changes, alterations, or improvements thereto. Lessee also covenants to comply, at its sole cost and expense, with any and all rules and regulations

applicable to the Premises issued by insurance companies writing policies covering the Premises.

**13. Environmental Matters.** 'Environmental Laws' means any or all of the following: The Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. § 6941 et seq.; The Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; The Safe Drinking Water Act, 42 U.S.C. § 300h et seq.; The Clean Water Act, 33 U.S.C. § 1251 et seq.; The Clean Air Act, 42 U.S.C. § 7401 et seq.; Chapter 144 of the Wisconsin Statutes; and regulations thereunder and any other laws and regulations now in effect or hereinafter enacted or amended that deal with the regulation or protection of the environment, including ambient air, ground water, surface water and land use, including sub-strata land.

Lessee shall comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's operations on the Premises. Lessee shall immediately notify Lessor of any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operations on the Premises or any change in Lessee's operations on the Premises that will change or has a potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws. Lessee hereby agrees to indemnify and hold harmless Lessor, and Lessor's officers, directors, agents and employees from and against any and all loss, damage, and expense (including but not limited to, reasonable investigation and legal fees and expenses) including, but not limited to any claim or action for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, alleging or resulting from or arising from or in connection with contamination of or adverse effects on the environment, or violation of any Environmental Law or other statute, ordinance, rule, regulation or order of any government or judicial entity, and from and against any damages, liability, cost, and penalties assessed as a result of any activity or operation on the Premises during the Lease Term, and any extensions. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises during the Lease Term, and any extensions, and shall survive the termination or earlier expiration of this Lease. The terms of this Section 13 shall be enforceable by injunction or, at Lessor's option, by action for damages.

Lessor shall comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting the Premises from the date hereof to the Effective Date. Lessor shall immediately notify Lessee of any correspondence or communication Lessor receives from any governmental entity prior to the Effective Date regarding the application of Environmental Laws to the Premises that will change or has a potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.

**14. Indemnification.**

(a) Lessee shall indemnify and hold harmless Lessor and Lessor's officers, directors, agents, and employees, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs,

and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from Lessee's occupancy, use or operation of the Premises, or from any breach of, default under, or failure to perform any term or provision of this Lease by Lessee or with the requirements under the Land Lease, its officers, employees, agents, contractors, guests or invitees. It is expressly understood that Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason. In case any action or proceeding is brought against Lessor or its officers, directors, agents or employees, by reason of any such claim, Lessee, upon notice, will defend such action or proceeding by responsible counsel selected by Lessee and reasonably acceptable to Lessor.

(b) Lessor shall indemnify and hold harmless Lessee and Lessee's officers, directors, agents, and employees, from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, caused by, incurred, or resulting from Lessor's occupancy, use, ownership or operation of the Premises prior to the Effective Date, or from any breach of, default under, or failure to perform any term or provision of this Lease by Lessor, its officers, employees, agents, contractors, guests or invitees. It is expressly understood that Lessor's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason. In case any action or proceeding is brought against Lessee or its officers, directors, agents or employees, by reason of any such claim, Lessor, upon notice, will defend such action or proceeding by responsible counsel selected by Lessor and reasonably acceptable to Lessee.

(c) Notwithstanding the foregoing, Lessor and Lessee hereby waive any and all claims against each other for damage to or destruction of any improvements upon the Premises (whether or not resulting from the negligence of the other party) that are paid by insurance, which Lessee carries pursuant to this Lease.

#### 15. Damage or Destruction.

(a) If the Facility or any improvement upon the Property is destroyed or damaged in whole or in part by fire, or the elements, or as a result directly or indirectly of war, or by act of God, or occurs by reason of any other cause whatsoever, Lessee shall give notice thereof to Lessor and Lessee, at Lessee's own cost and expense, promptly shall repair, replace, and rebuild the Facility or improvement to at least as good condition as it or they were in immediately prior to such occurrence. Such repairs, replacements, or rebuilding shall be made by Lessee as aforesaid, and in accordance with the following terms and conditions:

(i) The same shall be made in accordance with plans and specifications satisfactory to Lessor, the City of Kenosha and any mortgagee of Lessor, if such mortgagee has the right to review and approve such plans under the terms of its mortgage.

(ii) Before commencing any such work, the plans and specifications approved by Lessor shall be filed with and approved by all municipal or other governmental departments or authorities having jurisdiction thereof.

(iii) Before commencing any such work, Lessee, at Lessee's own cost and expense, shall deliver to Lessor a builder's risk and public liability insurance policy, which policy shall recite and refer to such work.

(iv) The insurance proceeds shall be paid to and held by Lessor in trust for repair, replacement, or rebuilding, or turned over to a trustee designated by the mortgagee, if any, of Lessor, with any accrued interest remaining after such repair, replacement or rebuilding paid to Lessee.

(v) Such work shall be commenced within sixty (60) days after the settlement has been made with the insurance companies. Such work shall be completed within a reasonable time, due regard being had to conditions, free and clear of all liens and encumbrances and in accordance with the approved plans and specifications.

(vi) At least thirty (30) days before commencing such work, Lessee shall notify Lessor of Lessee's intention to commence the same and Lessee shall pay the increased premiums, if any, charged by the insurance companies carrying insurance on the Premises, to cover the additional risk during the course of such work.

(b) Lessor shall permit the net proceeds of any insurance to be applied in payment of the cost of such repairing or rebuilding as the same progresses. If the insurance proceeds exceed the cost of such repairs or rebuilding, then the balance remaining after payment of the cost of such repairs or rebuilding shall be paid over and belong to Lessee. If the insurance proceeds are inadequate, Lessee shall be responsible for the completion of the work at Lessee's sole cost and expense.

(c) Except as specifically provided in subsection (d) below, this Lease shall not terminate or be affected in any manner by reason of the destruction or damage in whole or in part of the Facility or any building or improvements now or hereafter located on the Property or by reason of the untenability of the Facility or any such building or improvements. Rent shall in any case continue to be paid by Lessee. Lessee or its permitted assignee shall carry business interruption insurance through an insurer licensed to do business in Wisconsin and reasonably satisfactory to Lessor for an amount at least equivalent to one year's worth of the sum of (i) Base Rent plus (ii) the expenses incidental to ownership and operation of the Premises (including, without limitation, taxes, insurance premiums, utilities, and repairs) to be paid by Lessee pursuant to this Lease, as reasonably estimated by Lessor. Such business interruption insurance shall provide for payment of rent and all other sums to be paid by Lessee hereunder in the event of any destruction of or damage to the Premises which prevents Lessee from continuing to operate its business at the Premises for up to twelve months. Such coverage shall provide that it may not be canceled or materially changed without at least thirty days' prior written notice to Lessor. Lessee shall provide Lessor with evidence of such coverage prior to taking occupancy of the Premises.

(d) If the fire or casualty damages or destroys more than twenty-five percent (25%) of the improvements on the Premises and occurs within the last twelve (12) months of the Lease Term, or any extensions, then Lessee, at its option, may elect not to repair, replace, or rebuild the damaged improvements, if Lessee continues to pay rent and the other expenses incidental to ownership and operation

of the Premises, as provided in this Lease. If Lessee so elects to not rebuild, then the casualty insurance proceeds shall become the sole property of Lessor and Lessee shall pay to Lessor the amount of any deductible carried by Lessee.

**16. Condemnation.** If all of the Premises are taken by the exercise of the power of eminent domain or conveyed under the threat of eminent domain, then this Lease shall terminate as of the date possession is taken by the condemner. The entire compensation award shall belong to Lessor (except any portion thereof allocated to Lessee's personal property, relocation benefits of the Tenant Improvements (to the extent that Lessee has paid the cost of such Tenant Improvements)) and Lessee shall have no interest therein.

If less than all of the Premises is taken by the exercise of the power of eminent domain or sold under the threat of eminent domain, then Lessee shall have the right to terminate this Lease if the premises remaining are such that their continued use for the purposes for which the same were being used immediately prior to such taking is reasonably impractical or economically imprudent. Termination shall be as of the date legal possession is taken by the condemner. The option to terminate herein granted shall be exercised in writing by Lessee within thirty (30) days after the date of the taking of possession by the condemner. In any event, the entire compensation award (except any portion thereof allocated to Lessee's personal property or moving expenses) shall belong to Lessor and Lessee shall have no interest therein, except any portion thereof allocated to Lessee's personal property, relocation benefits or the Tenant Improvements (to the extent that Lessee has paid the cost of such Tenant Improvements). If this Lease is not terminated, then Lessee, with reasonable diligence and at its own expense, shall restore any improvements upon the Premises affected by the taking, even if the total cost for such restoration is in excess of the amount awarded or paid by the condemner for such purpose, and Lessor shall make the proceeds of the condemnation award available for said purpose. Restoration of the Premises following a taking shall be subject to the same terms as set forth in subsections (a) through (d) of Section 15 of this Lease, as though the taking had been a casualty, except that any balance of any award remaining after restoration is completed shall be paid to and belong to Lessor. The rent herein provided shall not abate in the event of any taking hereunder.

**17. Inspection.** Lessor and its authorized representatives shall have the right, upon giving reasonable prior written notice except in an emergency, to enter the Premises or any part thereof and inspect the same for the purposes of determining Lessee's compliance with the terms of this Lease or to make repairs required hereunder.

**18. Quiet Enjoyment.** So long as Lessee shall pay the rentals and all other sums herein provided and shall keep and perform all of the terms, covenants, and conditions on its part herein contained, Lessor covenants that Lessee, subject to Lessor's rights herein, shall have the right to the peaceful and quiet occupancy of the Premises.

**19. Mortgage and Subordination.** Lessor's interest in this Lease, or any extensions, or the Premises shall not be subordinate to any encumbrances placed upon the Premises by or resulting from any act of Lessee, and nothing herein contained shall be construed to require such subordination by Lessor. Lessee shall

keep the Premises free from any liens for work performed, materials furnished, or obligations incurred by Lessee.

Subject to Lessee's receipt of a SNDA (hereinafter defined), Lessee accepts this Lease, and the tenancy it creates, subject and subordinate to any ground leases, security interests, mortgages, deeds of trust or other financing arrangements, and/or any extensions, modifications or amendments to them, which are now or later will be a lien, or now affect or will affect all or any part of the Premises. Lessee agrees to execute, on request, any instruments which may be required to subordinate Lessee's interest to such financing arrangement, provided Lessee is provided with a commercially reasonable subordination, non-disturbance and attornment agreement in a form reasonably approved by Lessee and any then applicable lender (a "SNDA"), providing that so long as Lessee is not then in default of the Lease, Lessee's use and occupancy of the Leased Premises shall not be disturbed as a result of any foreclosure under such financing or land lease. Lessor agrees to provide Lessee with a non-disturbance agreement from Lessor's current lender, if any, at Lessor's cost, in such form as may be acceptable to such lender. Any SNDA may be made on the condition that neither the mortgagee nor anyone claiming by, through or under such mortgagee shall be:

(a) liable for any act or omission of any prior Lessor (including, without limitation, the then defaulting Lessor), except that the mortgagee or its successor shall be responsible for the cure of any default by Lessor continuing at the time the mortgagee or its successor acquires title to the Leased Premises;

(b) subject to any defense or offsets which Lessee may have against any prior Lessor (including, without limitation, the then defaulting Lessor) which arise prior to the date such mortgagee (or someone acquiring at a foreclosure sale related to the mortgagee's mortgage) acquires title to the Leased Premises, except to the extent the mortgagee received notice of the Lessor default giving rise to such offset or defense pursuant to the SNDA and elected not to cure such default;

(c) bound by any payment of Rent which Lessee might have paid for more than the current month to any prior Lessor (including, without limitation, the then defaulting Lessor);

(d) bound by any obligation to make any payment to Lessee which was required to be made prior to the time such Lessor succeeded to any prior Lessor's interest (but without limiting Lessee's defenses and offset rights in the event any such payment is not made);

(e) bound by any material modification, amendment or supplement to this Lease made without the prior written consent of the mortgagee, provided that (i) such consent shall not be required for an amendment documenting the exercise by Lessee of any rights granted in this Lease; and (ii) the mortgagee's consent shall not be unreasonably withheld or conditioned and shall be deemed given if the mortgagee does not give Lessee written notice denying such consent within ten (10) days after receipt of written request for such consent accompanied by a copy of the proposed modification, amendment or supplement.

**20. Attornment.** Subject to Lessee's receipt of a SNDA, Lessee agrees, upon the transfer or termination of Lessor's interest in the Premises and upon written

request, to attorn to the person or entity that holds title to the reversion of the Premises (the "Successor") and to all subsequent Successors. Lessee also will pay to the Successor all rents and other sums required to be paid by Lessee, and perform all of the other covenants, agreements and terms required of Lessee under this Lease from the date of the applicable transfer.

#### 21. OFAC Compliance.

(a) Representations. Each party represents and warrants that, to such party's actual knowledge, without independent investigation, which knowledge is based solely upon the current actual knowledge of the senior level management of such party: (a) such party: (i) is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of such party constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any direct or indirect controlling interest of any nature whatsoever in such party (whether directly or indirectly), (d) none of the funds of such party have been derived from any unlawful activity with the result that the investment in such party is prohibited by law or that the Lease is in violation of law, and (e) such party has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Lessee is prohibited by law or Lessee is in violation of law.

(b) OFAC Covenant. Each party covenants and agrees: (i) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (ii) to promptly notify the other party in writing as soon as it receives notification that any of the representations, warranties or covenants set forth in this Paragraph or the preceding Paragraph are no longer true or have been breached, (iii) not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to the other party under the Lease and (iv) at the request of the other party, to provide such information as may be reasonably requested by such party to determine its compliance with the terms hereof.

22. Estoppel Certificate. At any time, and from time to time, each party agrees, promptly and in no event later than ten (10) days after a request in writing from the other party, to execute, acknowledge, and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and



effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modification) and the dates to which the rental and other charges have been paid.

### 23. Assignment and Subletting.

(a) Lessee shall not mortgage or assign this Lease or any interest therein, or sublet all or any portion of the Premises, or allow the use of any portion of the Premises by any third party, without the prior written consent of Lessor in each instance, which will not be unreasonably withheld and provided such assignment or sublease complies with the terms of the Land Lease for the Premises. Any assignment, sublease or occupancy does not relieve Lessee from obtaining the consent in writing of Lessor to any further assignment, subletting or occupancy, and does not release Lessee or any guarantor from liability hereunder. Lessor may accept rent from any person or entity in possession of the Premises without the same being deemed consent to an assignment or sublease and without the same being deemed a release of Lessee or any other party of its obligations under this Lease. Lessee shall provide a copy of the proposed sublease or assignment instrument to Lessor when requesting consent and shall provide a copy of the executed sublease or assignment instrument to Lessor after obtaining consent. Lessee shall pay to Lessor reasonable costs and expenses incurred by Lessor in reviewing a proposed sublease or assignment. Any change in the identity of Lessee's shareholders owning, collectively, in excess of forty-nine percent (49%) in the aggregate of such corporation in any twelve (12) month period shall constitute an assignment hereunder. Without limitation, in considering a request by Lessee for assignment or subletting, it shall be reasonable for Lessor to consider, among other things: (i) the financial record and capability of the proposed assignee or sublessee, (ii) the business reputation of the proposed assignee or sublessee and its principals, (iii) the type of business to be carried on by the proposed assignee or sublessee, (iv) whether the City of Kenosha would accept the proposed assignee or sublessee and (v) whether the proposed assignment or sublicense complies with the terms of applicable Land Lease, mortgages and Declarations.

(b) Lessor shall have the right at any time to sell or convey the Premises subject to this Lease or to assign its rights, title and interest as Lessor under this Lease in whole or in part. In the event of any such sale or assignment (other than a collateral assignment as security for an obligation of Lessor), Lessor shall be relieved from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Lessor contained herein, except for obligations or liabilities accrued prior to the date of such assignment or sale, to the extent that the buyer or assignee assumes such liabilities.

### 24. Default and Remedies.

(a) Each of the following shall be deemed a default of this Lease by Lessee:

(i) If any rent or other monetary sum due remains unpaid for ten (10) days after such sum is due; provided, however, that Lessor agrees, not more than twice in any twelve (12) month period, to give Lessee notice of the failure to pay

rent or a monetary sum due hereunder, and Lessee shall have ten (10) days after its receipt of such notice to make the required payment;

(ii) If Lessee becomes insolvent, or if proceedings are commenced against Lessee in any court under any bankruptcy act or for the appointment of a trustee or receiver of Lessee's property and not dismissed within sixty (60) days, or if Lessee files any assignment for the benefit of creditors, is not generally paying its debts as the same become due, or is taken over by any government regulatory agency having the jurisdiction to do so and such agency does not fully comply with the obligations imposed on Lessee hereunder, or if Lessee advises Lessor in writing that it intends to totally discontinue its business operations; provided, however, that it shall not be a default under this subsection (ii) if upon the occurrence of an event described in this subsection Lessee provides Lessor with assurances reasonably satisfactory that Lessee or its designee will be able to fulfill the terms and conditions of Lessee contained in this Lease; or

(iii) If Lessee fails to perform or violates any other of the covenants, conditions, obligations or restrictions of this Lease or the Land Lease, provided however, such event shall not constitute a default hereunder, unless otherwise expressly provided herein, unless and until Lessor shall have given Lessee written notice thereof and a period of thirty (30) days thereafter shall have elapsed, during which period Lessee may correct or cure such event, upon failure of which a default shall be deemed to have occurred hereunder without further notice or demand of any kind. Notwithstanding the foregoing, if such breach or default cannot reasonably be cured within the thirty (30) day period, and Lessee is diligently pursuing a cure of such breach or default, then Lessee shall, after receiving notice specified herein, have a reasonable period to cure such breach or default, not exceeding one hundred twenty (120) days provided Lessee continuously exercises due diligence in the cure of the same.

(b) In the event of any breach or default, and without any notice, except, if applicable, the notice prior to default required under circumstances set forth in subsection (a) above, Lessor shall be entitled to exercise, at its option, concurrently, successively, or in any combination, any and all remedies available at law or in equity, including without limitation any one or more of the following:

(i) To increase the Base Rent as delineated herein to the Market Rate, which shall be defined as being Four and No/100 (\$4.00) Dollars per square foot above the Base Rent;

(ii) To terminate this Lease;

(iii) To terminate Lessee's occupancy of the Premises and to reenter and take possession of the Premises or any part thereof (which termination of occupancy and reentry shall not operate to terminate this Lease unless Lessor expressly so elects) and of any and all fixtures which are located on the Premises and owned by Lessor;

(iv) To relet the Premises or any part thereof for such term or terms (including a term which extends beyond the original term of this Lease), at such rentals, and upon such other terms as Lessor, in its sole discretion, may determine, with all net proceeds, after expenses, received from such reletting being

applied to the rentals and other sums due from Lessee in such order as Lessor may determine, in its discretion, with Lessee remaining liable for any deficiency; with regard to any such reletting, Lessor may make repairs, alterations and additions in or to the Premises to the extent reasonably necessary to relet and Lessee shall be liable to Lessor for such expenses;

(v) To recover from Lessee all expenses, including attorneys' fees, reasonably paid or incurred by Lessor as a result of any such default;

(vi) To accelerate all remaining adjusted rent due under the Lease for the remainder of the Lease Term with such amount to be determined by the present value of the aggregate amount of such rent, taxes, insurance and other obligations of Lessee under the Lease (except for Base Rent, as adjusted via the default, based upon the amount thereof for the year immediately preceding the month in which the default has occurred) for the period from the date in which Lessee's occupancy of the Premises has been terminated to the stated end of the Lease Term (such present value to be computed on the basis of a per annum discount rate equal to three (3) percentage points in excess of the prime rate of interest as announced from time to time by Johnson Bank of Kenosha, at the time of the default); and/or

(vii) To recover from Lessee all rent not theretofore accelerated and paid pursuant to the foregoing subsection and any sums thereafter accruing as they become due under this Lease, if the Lease has not been terminated, during the period from the default to the stated end of the Lease Term.

In addition, in the event of any breach or default by Lessee, Lessor may, at its option, but shall not be obligated to, immediately or at any time thereafter, and without notice except as required herein, correct such breach or default without, however, curing the same, for the account and at the expense of the Lessee. Any sum or sums so paid by Lessor, together with interest at the rate of five (5) percentage points in excess of the prime rate of interest as announced from time to time by the Johnson Bank of Kenosha, and all costs and damages, shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor upon demand.

**25. Additional Rights Reserved to Lessor.** Without affecting Lessee's obligations hereunder, Lessor reserves the right during the last year of the Lease Term, or its extension, to enter the Premises to display conspicuously thereon the usual "For Rent" or "For Sale" sign or card and at all reasonable times during the Lease Term, and any extension, to show the same to prospective purchasers, lessees or mortgagees, provided that the entry does not unreasonably interfere with the conduct and operation of Lessee's business.

**26. Notices.** All notices, demands, requests, consents, approvals, or other instruments required or permitted to be given by either party pursuant to this Lease shall be in writing and sent to the other party at the following addresses:

To Lessee:

Kenosha Unified School District No. 1  
3600 52<sup>nd</sup> Street  
Kenosha, WI 53144  
Attn: Superintendent of Schools

To Lessor:

Kenosha Area Business Alliance Foundation, Inc.  
5500 6<sup>th</sup> Avenue  
Suite 200  
Kenosha, WI 53140  
Attn: President

From and after the Effective Date, all notices to Lessee shall be effective if given to Lessee at the address of the Premises, with a copy as provided above. All notices shall be deemed received when delivered, if hand-delivered, or three (3) business days after deposit with the United States Postal Service, postage prepaid and sent by certified mail, return receipt requested, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid. The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party as provided herein.

27. Other Provisions. Throughout the duration of the Lease Term, and any extensions, the following provisions shall be in place for the operations related to the Premises:

(a) Management. It is agreed herein for administrative purposes that the Superintendent of the Kenosha Unified School District No. One shall be the lead contact for the Lessee for the purpose of responding to the Lessor's requirements herein.

(b) Reporting. The Lessee shall provide an annual report to Lessor regarding the activities, services and programs at the Premises to include a delineation of the recipients of the services.

28. Limitation on Lessor's Liability. Anything in this Lease to the contrary notwithstanding, the covenants, undertakings and agreements herein made on the part of Lessor are made and intended not as personal covenants, undertakings and agreements or for the purposes of binding Lessor personally or the assets of Lessor other than the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Lessor or its successors and assigns, arising from this Lease or Lessor's obligations with respect to the Premises, or arising from any covenant, undertaking or agreement of Lessor contained in this Lease. If Lessor fails to perform any covenant, term or condition of this Lease upon Lessor's part to be performed and, as a consequence of such default, Lessee shall recover a judgment against Lessor, such judgment shall be satisfied only out of proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Lessor in the Premises and Lessor shall not be liable for any deficiency.

29. Holding Over. If Lessee remains in possession of the Premises after the expiration of the Lease Term, or any extension, then Lessee may be deemed a tenant on a month-to-month basis and shall continue to pay rent and other sums and shall comply with all the terms of this Lease; provided that nothing herein nor the acceptance of rent by Lessor shall be deemed a consent to such holding over. Lessor shall be entitled to all remedies available to it at law or in equity for such

holdover, including holdover rent at two hundred percent (200%) of the rent payable hereunder.

30. Waiver and Amendment. No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

31. Joint Venture. None of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership between Lessor and Lessee, to make them joint venturers, nor to make Lessor in any way responsible for the debts or losses of Lessee.

32. Captions. Captions are used throughout this Lease for convenience or reference only and shall not be considered in any manner in the construction or interpretation of this Lease.

33. Severability. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Lease, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

34. Construction. This Lease involves property located within the State of Wisconsin and shall be construed according to the laws of the State of Wisconsin.

35. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

36. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original.

37. Binding Effect. The terms and conditions of this Lease shall be binding upon and benefit the parties hereto and their respective successors and assigns.

38. Attorney's Fees. In the event of litigation or an intent to initiate litigation arising out of this Lease, the prevailing party shall be entitled to court costs, out-of-pocket expenses and reasonable attorneys' fees from the unsuccessful party.

39. Lessee's Representations as to Authority.

(a) Lessee individually and collectively are duly organized, validly existing and in good standing under the laws of the State of Wisconsin and have the power and authority to consummate the transactions contemplated by this Lease.

(b) All proceedings of Lessee necessary to consummate the transactions contemplated by this Lease have been duly taken in accordance with law.

40. Brokers. Lessor and Lessee represent and warrant that they have dealt with no broker or agent in connection with this transaction. Lessor and Lessee agree to indemnify and hold each other harmless from and against any claims by any other broker or agent claiming commissions or other compensation as their

respective representative or agent with regard to this transaction. The provisions of this Section shall survive the termination of this Lease.


41. Memorandum of Lease. Provided the City of Kenosha consents to such under the terms of the Land Lease, Lessee may at its own expense record a memorandum of the non-business terms of this Lease in form and content satisfactory to Lessor.


**(Signature Page Follows)**

**IN WITNESS WHEREOF**, Lessor and Lessee have entered into this Lease as of the date first above written.

**LESSOR:**


**KENOSHA AREA BUSINESS ALLIANCE FOUNDATION, INC.**

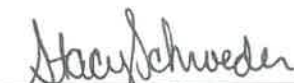
By:   
Print Name: Jens Emerson  
Title: Board Chair

Attest:   
Print Name: BROCK PORTICIA  
Title: CPA

**LESSEE:**

**KENOSHA UNIFIED SCHOOL DISTRICT NO. ONE**

By:   
Print Name: Yolanda Adams  
Title: BOARD PRESIDENT

Attest:   
Print Name: Stacy Schroeder  
Title: Board Secretary

**EXHIBIT A**  
**TO**  
**LEASE**  
**PREMISES**

(To Be Attached)



EXHIBIT B  
TO  
LEASE

Annual Base Rent

<u>Years</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
1-5	\$423,951.25	\$35,329.27
6-10	\$434,550.02	\$36,212.50
11-15	\$445,413.17	\$37,117.76
16-20	\$456,549.12	\$38,045.76
21-25	\$467,962.84	\$38,996.90

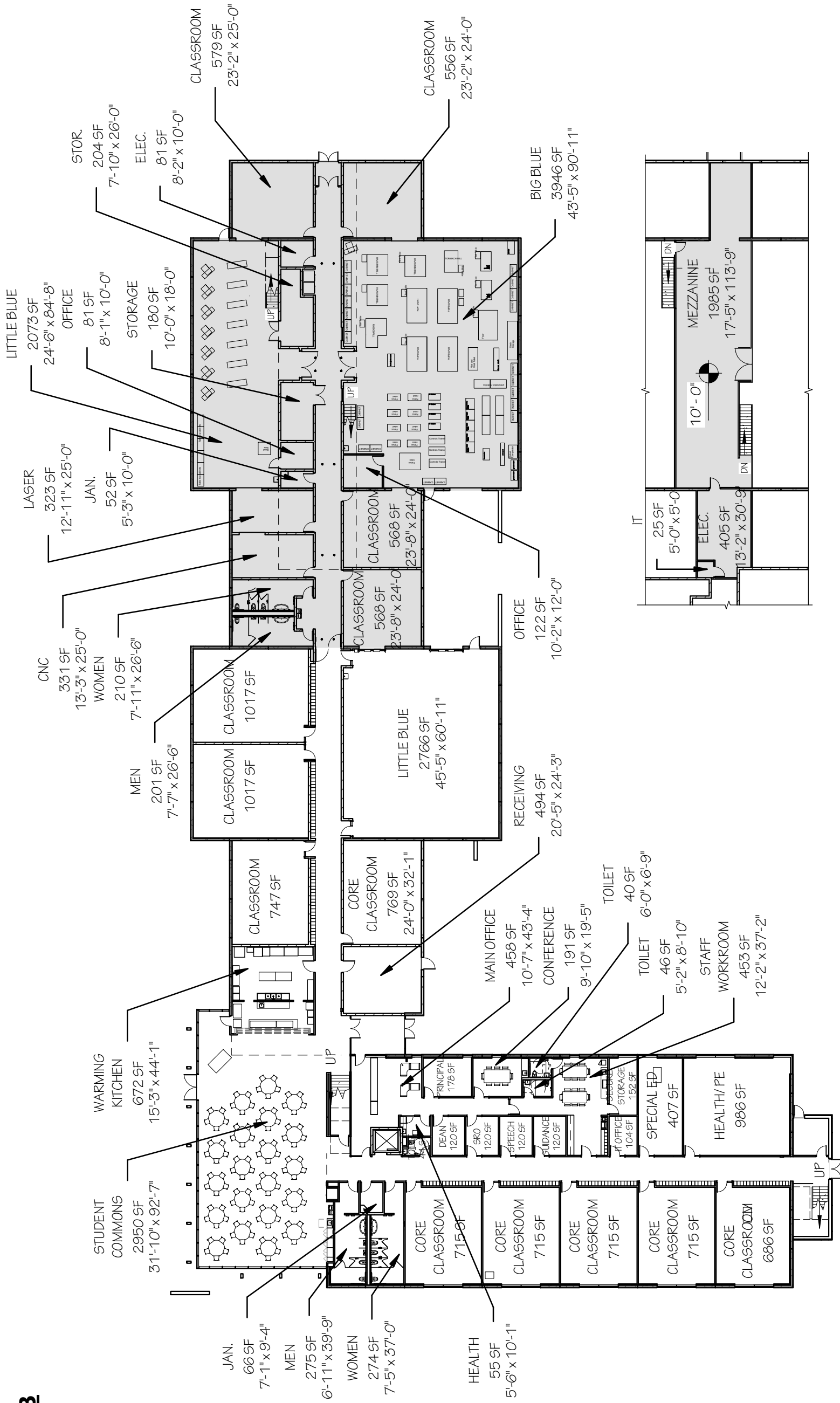
Option Term

<u>Year</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
26-30	\$479,661.91	\$39,971.83

**EXHIBIT C  
PUBLIC PARKING LOT**

**[TO BE ADDED]**

**EXHIBIT B**



FIRST FLOOR GTC AREA: 12,306 SF  
 MEZZANINE AREA: 2,447 SF

**KABA KUSD LAKEVIEW TECHNOLOGY ACADEMY**

Gateway Technical College

FIRST FLOOR AND MEZZANINE PLAN

Scale: 1/32" = 1'-0"

07/11/23



**Partners in Design**  
**ARCHITECTS**

262.652.2800  
 Kenosha, WI

847.940.0300  
 Riverwoods, IL

REQUEST FOR APPROVAL - LEASE

Wisconsin Technical College System Board

Project Title and Description:

Kenosha Campus Lakeview Technology Academy Lease at 5533 26<sup>th</sup> Avenue in Kenosha, WI.

The Kenosha Campus of Gateway Technical College is proposing to lease 14,753 square feet of space of the Lakeview Technology Academy at 5533 26<sup>th</sup> Avenue in Kenosha, WI., for 10 years starting in December of 2024.

District: Gateway Technical College

Authorized Representative: John Thielen

Date Submitted: August 21, 2023

Date of Requested WTCSB Action: September 12, 2023

The following is a draft of the Gateway Board of Trustees resolution that is on the agenda of the August 24, 2023 meeting. Signed resolutions will be forwarded after the Gateway Board approves the following.

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 F.1**

**WHEREAS**, the Gateway Technical College District Board proposes to lease space in the Lakeview Technology Academy located at 5533 – 26th Avenue, Kenosha, Wisconsin due to the closing of the Lakeview Technology Academy in Pleasant Prairie, WI and;

**WHEREAS**, the proposed leased space includes 14,753 square feet with a Primary lease of ten (10) years to commence in December 2024;

**WHEREAS**, the proposed annual base rent for Sublease Years 1-5 is \$148,382.94 and the annual base rent for Sublease Years 6-10 is \$152,092.51.

**NOW, THEREFORE, BE IT RESOLVED**, that the Gateway Technical College Board, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, approves the lease.

\_\_\_\_\_  
Rebecca Matoska-Mentink  
Chairperson

\_\_\_\_\_  
D. Benjamin DeSmidt  
Secretary

August 24, 2023  
Date

The following is a draft of the Gateway Board of Trustees resolution that is on the agenda of the August 24, 2023 meeting. Signed resolutions will be forwarded after the Gateway Board approves the following.

**GATEWAY TECHNICAL COLLEGE**

**RESOLUTION NO. B-2023 F.2**

**WHEREAS**, pursuant to 5.04(2)(a) of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the lease of 14,753 square feet located in the Lakeview Technology Academy at 5533 – 26th Avenue, Kenosha, Wisconsin due to the closing of the Lakeview Technology Academy in Pleasant Prairie, WI and;

**WHEREAS**, the leased space includes 14,753 square feet with a Primary lease of ten (10) years to commence in December 2024;

**WHEREAS**, the annual base rent for Sublease Years 1-5 is \$148,382.94 and the annual base rent for Sublease Years 6-10 is \$152,092.51.

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to 5.04(2)(b) of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the lease.

\_\_\_\_\_

Rebecca Matoska-Mentink

Chairperson

\_\_\_\_\_

D. Benjamin DeSmidt

Secretary

August 24, 2023

Date

An electronic version of the lease was attached to the email requesting the WTCS Request for Lease Approval.

The Kenosha Campus of Gateway Technical College is proposing to lease 14,753 square feet of space of the Lakeview Technology Academy at 5533 26th Avenue in Kenosha, WI., for 10 years starting in December of 2024.

The college currently leases 14,000 square feet of space of the Lakeview Technology Academy at 9449 88th Avenue in Pleasant Prairie, WI.. The current facility has three Gateway laboratories: one for classes in Information Technology, one for Electromechanical, and the third for CNC and Electromechanical. Currently, each classroom handles classes up to 23 students, with the average class size for CNC classes for the past 5 years is approximately 13 students and for Electromechanical, 10 students. In addition to course enrollment of Lakeview Technology Academy students, Gateway currently offers evening program classes to the district community.

In December of 2024, the Lakeview Technology Academy will close in Pleasant Prairie, WI.

In December of 2024, the Lakeview Technology Academy will open in a new space at 5533 26th Avenue in Kenosha, WI.

In addition to an increase in the footprint of the classroom laboratories, the proposed leased space at 5533 26th Avenue in Kenosha, WI. will allow for increased programming in the content areas of Advanced Manufacturing and CNC. The proposed lease space will also allow the college to offer a technical diploma in Advanced Manufacturing and in CNC

As stated earlier, in addition to course enrollment of Lakeview Technology Academy students, Gateway currently offers evening program classes to the district community at Lakeview. This will continue with the proposed newly leased space at the new Lakeview building. Currently, there are no plans to increase the offerings of courses in IT, which are taught during the day hours. CNC and Electromechanical courses are taught during the day and evening hours. In the new lease space, the focus is on increasing the offerings of CNC and Electromechanical and Advanced Manufacturing.

Along with courses towards the CNC Operator Certificate, we would offer courses for the CNC Production Technician Technical Diploma. Currently the four classes required of the CNC

Operator certificate are being offered. We would add an additional five classes allowing students to earn the CNC Production technical diploma while earning their high school diploma.

We would also add to the courses currently being taught for the Electromechanical Maintenance Technician technical diploma, as well as the Advanced Manufacturing Specialist internal certificate, which share some common classes. The AMS internal certificate and the EMMT technical diploma serve as pathways to the Advanced Manufacturing Technology associate degree program, which students can obtain at Gateway Technical College after graduation from high school.

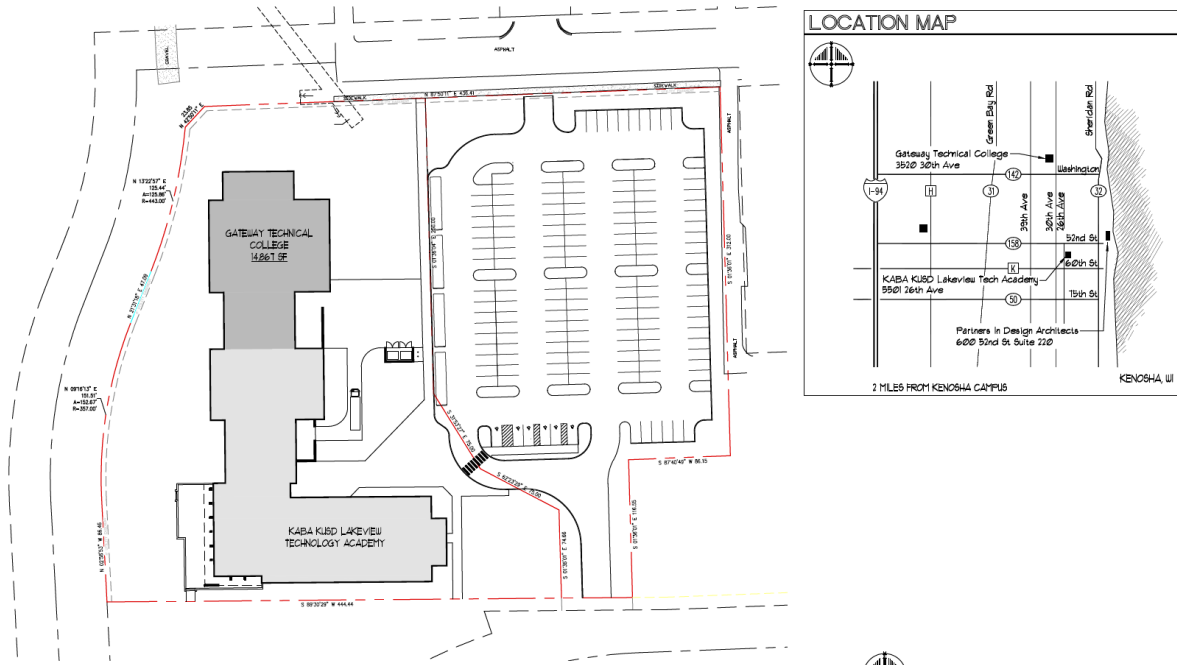
The layout of the proposed new lease space allows for more streamlined and direct access to the classroom laboratories from a main corridor, an improvement from the current facility which requires several turns in corridors to reach the classrooms. Direct access to a main hallway will improve access for persons with disabilities. The proximity to an entrance for evening classes also through this main hallway is also an improvement.

The table below shows the annual district enrollment for the EMMT, AMT and CNC programs for the last five years including the current year which will be finalized in September.

Program	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23*
106642 - Advanced Manufacturing Technology	N/A	37	43	41	36	30
614443 - CNC Operator	10	63	67	64	88	70
314442 - CNC Production Technician	60	100	119	98	80	70
314443 - CNC Programmer	71	77	89	76	61	60
316203 - Electromechanical Maintenance Technician	25	44	70	79	77	50
*Data not final						



The following plan identifies the location of the proposed leased space at the Lakeview Technology Academy at 5533 26<sup>th</sup> Avenue in Kenosha, WI.



**KABA KUSD LAKEVIEW TECHNOLOGY ACADEMY**

Gateway Technical College

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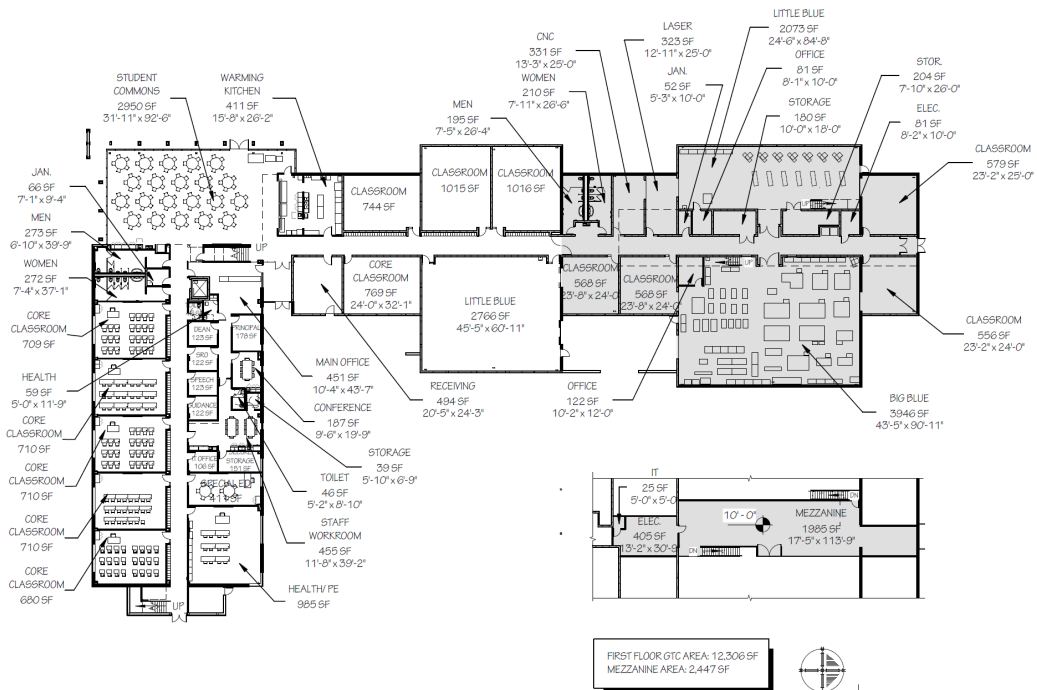


SITE PLAN  
Scale: 1/64" = 1'-0"  
05.19.23

Partners in Design  
ARCHITECTS  
262.652.2800  
Kenosha, WI  
847.940.0300  
Riverswoods, IL

In the following, the area shaded in grey is the floor plan of the proposed leased space.

An electronic version of the following plan was submitted via email with this request for approval.



**KABA KUSD LAKEVIEW TECHNOLOGY ACADEMY**  
Gateway Technical College

FIRST FLOOR AND MEZZANINE PLAN  
Scale: 1/32" = 1'-0"  
07/11/23

**Partners in Design**  
**ARCHITECTS**  
262.662.2800  
Kenosha, WI  
847.940.0300  
Riverwoods, IL

- X. OPERATIONAL AGENDA
  - B. Consent Agenda
    - 1) Finance
      - a) Summary of Revenues and Expenditures
      - b) Cash and Investment Schedules
    - 2) Personnel Report
    - 3) Grant Awards
    - 4) Contracts for Instructional Delivery
      - a) Business and Workforce Solutions
      - b) Protective Services
      - c) High School
    - 5) Advisory Committee Activity Report

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call  
Action X  
Information  
Discussion

## SUMMARY OF REVENUE AND EXPENDITURES

**Summary of Item:** Summary of revenue and expenditures as of **07/31/23**

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

**Staff Liaison:** Sharon Johnson

**GATEWAY TECHNICAL COLLEGE**  
**2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>COMBINED FUNDS</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 40,549,094	\$ 40,549,094	\$ -	0.00%
STATE AIDS	48,488,051	48,488,051	1,099,111	2.27%
STATUTORY PROGRAM FEES	13,584,598	13,584,598	7,074,789	52.08%
MATERIAL FEES	725,211	725,211	444,359	61.27%
OTHER STUDENT FEES	2,564,270	2,564,270	972,281	37.92%
INSTITUTIONAL	10,328,486	10,328,486	38,684	0.37%
FEDERAL	23,003,017	23,003,017	(3,211)	-0.01%
OTHER RESOURCES	15,620,000	15,620,000	-	0.00%
<b>TOTAL REVENUE &amp; OTHER RESOURCES</b>	<b><u>\$ 154,862,727</u></b>	<b><u>\$ 154,862,727</u></b>	<b><u>\$ 9,626,013</u></b>	<b>6.22%</b>
 <b>EXPENDITURES BY FUNCTION:</b>				
INSTRUCTIONAL	\$ 68,105,484	\$ 68,105,484	\$ 4,357,217	6.40%
INSTRUCTIONAL RESOURCES	1,206,134	1,206,134	107,472	8.91%
STUDENT SERVICES	38,630,630	38,630,630	3,920,610	10.15%
GENERAL INSTITUTIONAL	12,947,513	12,947,513	3,078,752	23.78%
PHYSICAL PLANT	32,626,338	32,626,338	1,820,222	5.58%
AUXILIARY SERVICES	571,500	571,500	10,155	1.78%
PUBLIC SERVICES	419,918	419,918	27,888	6.64%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 154,507,517</u></b>	<b><u>\$ 154,507,517</u></b>	<b><u>\$ 13,322,315</u></b>	<b>8.62%</b>
 <b>EXPENDITURES BY FUNDS:</b>				
GENERAL	\$ 92,211,504	\$ 92,211,504	\$ 8,273,523	8.97%
SPECIAL REVENUE - OPERATIONAL	7,726,823	7,726,823	374,840	4.85%
SPECIAL REVENUE - NON AIDABLE	23,581,000	23,581,000	3,036,479	12.88%
CAPITAL PROJECTS	13,350,000	13,350,000	892,805	6.69%
DEBT SERVICE	17,066,690	17,066,690	734,513	4.30%
ENTERPRISE	571,500	571,500	10,155	1.78%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 154,507,517</u></b>	<b><u>\$ 154,507,517</u></b>	<b><u>\$ 13,322,315</u></b>	<b>8.62%</b>

**GATEWAY TECHNICAL COLLEGE  
2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>GENERAL FUND</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 21,727,194	\$ 21,727,194	\$ -	0.00%
STATE AIDS	44,891,163	44,891,163	1,069,141	2.38%
STATUTORY PROGRAM FEES	13,584,598	13,584,598	7,074,789	52.08%
MATERIAL FEES	725,211	725,211	444,359	61.27%
OTHER STUDENT FEES	1,547,870	1,547,870	534,175	34.51%
FEDERAL REVENUE	30,000	30,000	-	0.00%
INSTITUTIONAL	7,705,468	7,705,468	(69,704)	-0.90%
OTHER RESOURCES	2,000,000	2,000,000	-	0.00%
<b>TOTAL REVENUE &amp; OTHER RESOURCES</b>	<b><u>\$ 92,211,504</u></b>	<b><u>\$ 92,211,504</u></b>	<b><u>\$ 9,052,760</u></b>	<b>9.82%</b>
 <b>EXPENDITURES BY FUNCTION:</b>				
INSTRUCTIONAL	\$ 61,622,646	\$ 61,622,646	\$ 4,080,358	6.62%
INSTRUCTIONAL RESOURCES	1,191,134	1,191,134	107,472	9.02%
STUDENT SERVICES	13,114,764	13,114,764	814,995	6.21%
GENERAL INSTITUTIONAL	8,873,312	8,873,312	2,199,362	24.79%
PHYSICAL PLANT35574	7,409,648	7,409,648	1,071,336	14.46%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 92,211,504</u></b>	<b><u>\$ 92,211,504</u></b>	<b><u>\$ 8,273,523</u></b>	<b>8.97%</b>

**GATEWAY TECHNICAL COLLEGE**  
**2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>SPECIAL REVENUE-OPERATIONAL FUND</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 2,000,000	\$ 2,000,000	0.00	0.00%
STATE AIDS	1,267,888	1,267,888	29,970	2.36%
FEDERAL	4,366,517	4,366,517	-	0.00%
INSTITUTIONAL	92,418	92,418	1,407	1.52%
<b>TOTAL REVENUE &amp; OTHER RESOURCES</b>	<b><u>\$ 7,726,823</u></b>	<b><u>\$ 7,726,823</u></b>	<b><u>\$ 31,376</u></b>	<b><u>0.41%</u></b>
<b>EXPENDITURES BY FUNCTION:</b>				
INSTRUCTIONAL	\$ 4,319,838	\$ 4,319,838	\$ 226,376	5.24%
STUDENT SERVICES	1,941,866	1,941,866	69,136	3.56%
GENERAL INSTITUTIONAL	1,057,201	1,057,201	51,440	4.87%
PHYSICAL PLANT	-	-	-	0.00%
PUBLIC SERVICE	407,918	407,918	27,888	6.84%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 7,726,823</u></b>	<b><u>\$ 7,726,823</u></b>	<b><u>\$ 374,840</u></b>	<b><u>4.85%</u></b>

**GATEWAY TECHNICAL COLLEGE**  
**2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>SPECIAL REVENUE-NON AIDABLE FUND</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
STATE AIDS	\$ 2,254,000	\$ 2,254,000	0.00	0.00%
OTHER STUDENT FEES	831,900	831,900	429,172.56	51.59%
INSTITUTIONAL	1,963,600	1,963,600	2,165	0.11%
FEDERAL	18,531,500	18,531,500	(3,211.00)	-0.02%
<b>TOTAL REVENUE &amp; OTHER RESOURCES</b>	<b><u>\$ 23,581,000</u></b>	<b><u>\$ 23,581,000</u></b>	<b><u>\$ 428,126</u></b>	<b><u>1.82%</u></b>
 <b>EXPENDITURES BY FUNCTION:</b>				
STUDENT SERVICES	\$ 23,564,000	\$ 23,564,000	\$ 3,036,479	12.89%
GENERAL INSTITUTIONAL	17,000	17,000	-	0.00%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 23,581,000</u></b>	<b><u>\$ 23,581,000</u></b>	<b><u>\$ 3,036,479</u></b>	<b><u>12.88%</u></b>



**GATEWAY TECHNICAL COLLEGE  
2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>CAPITAL PROJECTS FUND</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
STATE AIDS	\$ 75,000	\$ 75,000	\$ -	0.00%
INSTITUTIONAL	200,000	200,000	10,018	5.01%
FEDERAL	75,000.00	75,000	-	0.00%
OTHER RESOURCES	13,000,000	13,000,000	-	0.00%
<b>TOTAL REVENUE &amp; OTHER RESOURCES</b>	<b><u>\$ 13,350,000</u></b>	<b><u>\$ 13,350,000</u></b>	<b><u>\$ 10,018</u></b>	<b><u>0.08%</u></b>
<b>EXPENDITURES BY FUNCTION:</b>				
INSTRUCTIONAL	\$ 2,163,000	\$ 2,163,000	\$ 50,483	2.33%
INSTRUCTIONAL - RESOURCES	15,000	15,000	-	0.00%
STUDENT SERVICES	10,000	10,000	-	0.00%
GENERAL INSTITUTIONAL	3,000,000	3,000,000	827,950	27.60%
PHYSICAL PLANT	8,150,000	8,150,000	14,373	0.18%
PUBLIC SERVICE	12,000	12,000	-	0.00%
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 13,350,000</u></b>	<b><u>\$ 13,350,000</u></b>	<b><u>\$ 892,805</u></b>	<b><u>6.69%</u></b>

**GATEWAY TECHNICAL COLLEGE  
2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>DEBT SERVICE FUND</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 16,776,900	\$ 16,776,900	\$ -	0.00%
INSTITUTIONAL	25,000	25,000	-	0.00%
OTHER RESOURCES	620,000	620,000	-	0.00%
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 17,421,900</u>	<u>\$ 17,421,900</u>	<u>\$ -</u>	<u>0.00%</u>
<b>EXPENDITURES BY FUNCTION:</b>				
PHYSICAL PLANT	17,066,690	17,066,690	734,513	4.30%
TOTAL EXPENDITURES	<u>\$ 17,066,690</u>	<u>\$ 17,066,690</u>	<u>\$ 734,513</u>	<u>4.30%</u>

**GATEWAY TECHNICAL COLLEGE**  
**2023-24 SUMMARY OF REVENUE & EXPENDITURES AS OF 7/31/23**

<b><u>ENTERPRISE FUND</u></b>	<b>2023-24 APPROVED BUDGET</b>	<b>2023-24 WORKING BUDGET</b>	<b>2023-24 ACTUAL TO DATE</b>	<b>PERCENT INCURRED</b>
<b>REVENUE:</b>				
LOCAL GOVERNMENT	\$ 45,000	\$ 45,000	\$ -	0.00%
OTHER STUDENT FEES	184,500	184,500	8,933	4.84%
INSTITUTIONAL	<u>342,000</u>	<u>342,000</u>	<u>94,799</u>	<u>27.72%</u>
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 571,500</u>	<u>\$ 571,500</u>	<u>\$ 103,733</u>	<u>18.15%</u>
<b>EXPENDITURES BY FUNCTION:</b>				
AUXILIARY SERVICES	<u>\$ 571,500</u>	<u>\$ 571,500</u>	<u>\$ 10,155</u>	1.78%
TOTAL EXPENDITURES	<u>\$ 571,500</u>	<u>\$ 571,500</u>	<u>\$ 10,155</u>	<u>1.78%</u>

# 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:** Sharon Johnson

**GATEWAY TECHNICAL COLLEGE**  
**MONTHLY CASH RECONCILIATION**  
**FOR THE MONTH ENDING June 30, 2023**

<b>Cash Balance: MAY 31, 2023</b>		\$ 51,968,889.26
 <b><u>PLUS:</u></b>		
Cash Receipts		9,717,639.64
		\$ 61,686,528.90
 <b><u>LESS:</u></b>		
Disbursement:		
Payroll	6,434,292.95	
Accounts Payable	<u>7,403,383.29</u>	<u>13,837,676.24</u>
 <b>Cash Balance: JUNE 30, 2023</b>		 <b><u><u>\$ 47,848,852.66</u></u></b>

**DISPOSITION OF FUNDS**

Cash in Bank		2,117,155.26
Cash in Transit		18,579.40
Investments		45,707,793.00
Cash on Hand		<u>5,325.00</u>
 <b>Cash Balance: JUNE 30, 2023</b>		 <b><u><u>\$ 47,848,852.66</u></u></b>

GATEWAY TECHNICAL COLLEGE

MONTHLY INVESTMENT REPORT

JULY 2022 - JUNE 2023

	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-22	\$ 43,952,195	\$ 33,629,986	\$(10,322,209)	\$ 19,254	\$ 19,254	0.73
AUGUST	33,611,986	41,708,569	8,096,583	30,142	49,396	0.89
SEPTEMBER	41,708,569	37,370,858	(4,337,711)	35,192	84,588	1.26
OCTOBER	37,370,858	37,503,142	132,284	46,602	131,190	1.64
NOVEMBER	37,503,142	31,315,125	(6,188,017)	52,885	184,075	1.90
DECEMBER	31,315,125	19,902,445	(11,412,680)	48,370	232,445	2.65
January-23	19,902,445	30,160,725	10,258,280	53,392	285,837	2.20
FEBRUARY	30,160,725	81,288,616	51,127,891	90,920	376,757	2.21
MARCH	81,288,616	74,117,336	(7,171,280)	164,416	541,173	2.47
APRIL	74,117,336	54,793,374	(19,323,962)	122,971	664,144	2.61
MAY	54,793,374	49,447,731	(5,345,643)	132,395	796,538	3.19
JUNE	49,447,731	45,707,793	(3,739,938)	126,986	923,525	3.25

**INVESTMENT SCHEDULE**

**June 30, 2023**

<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	\$ 9,672,973	5.09	OPEN
JOHNSON BANK	Various	Open	\$ 36,034,820	2.75	OPEN
		TOTAL	<u>\$ 45,707,793</u>		

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_____
Action	_____ X _____
Information	_____
Discussion	_____

## PERSONNEL REPORT

Summary of Item: Monthly Personnel Activity Report

- Employment Approvals: New Hire(s)
- Retirement(s)
- Separation(s)

Ends Statements and/or Executive Limitations:

Section 3: Executive Limitations

Policy 3.3 – Employment, Compensation & Benefits

Staff Liaison: Jacqueline Morris



# Personnel Report

## July 2023

### **Employment Approvals: New Hires**

Nashonda Williams

Financial Aid Specialist; Student Services; Kenosha; Annual Salary: \$60,000.00 Effective: June 5, 2023

Shania Weaver

Student Strengths Coordinator; Learning Success; Racine; Annual Salary: \$53,726.40 Effective: June 5, 2023

### **Retirement(s)**

Vickie Adams

Campus Affairs Associate; Racine; Effective: June 30, 2023

Billy Gentry

Custodian; Racine; Effective: June 30, 2023

### **Separation(s)**

Patrick Brinkman

Library Technician; Racine; Effective: June 2, 2023

Tracey Isensee

Dean, School of Business & Transportation; Horizon; Effective: June 9, 2023

Kellie Johnson

Health Information Associate; Kenosha; Effective: June 30, 2023

Morgan Kaiser

Director, Simulation Operations; Kenosha; Effective: June 2, 2023

Joyanne Meyer

Instructor, Nursing Assistant; Racine; Effective: June 30, 2023

Nathan Price

Instructional Assistant, Aeronautics; Kenosha; Effective: June 30, 2023

Patrick Riekkoff  
Mechanic; Racine; Effective: June 2, 2023

Nathan Wells  
Web Designer; Kenosha; Effective: June 2, 2023

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_____
Action	_____ X _____
Information	_____
Discussion	_____

## PERSONNEL REPORT

Summary of Item: Monthly Personnel Activity Report

- Employment Approvals: New Hire(s)
- Promotion(s)
- Retirement(s)
- Separation(s)

Ends Statements and/or Executive Limitations:

Section 3: Executive Limitations

Policy 3.3 – Employment, Compensation & Benefits

Staff Liaison: Jacqueline Morris

# Personnel Report

## August 2023

### **Employment Approvals: New Hires**

Steven McNaughton

Dean, School of Business & Transportation; School of Business & Transportation;  
Kenosha; Annual Salary: \$124,200.00 Effective: July 31, 2023

### **Promotion(s)**

Micheal Randolph

Dean, School of Health; School of Health; Racine; Annual Salary: \$124,200.00 Effective:  
July 31, 2023

### **Retirement(s)**

Mary Blue

Virtual Learning Specialist; Burlington; Effective: July 7, 2023

Debra Ewald

Student Express Associate/CC; Kenosha; Effective: July 5, 2023

### **Separation(s)**

Victoria Coyle

Dean, School of Health; Kenosha; Effective: July 28, 2023

Charles Wehrmann

Mechanic; Kenosha; Effective: July 31, 2023

**AUGUST 2023 GRANT AWARDS**

**GATEWAY TECHNICAL COLLEGE DISTRICT BOARD**

Roll Call   
Action   
Information   
Discussion

**GRANT AWARDS**

Summary of Item: The college has received 21 new grant awards.

Attachments: Grant Awards – August 2023

College Strategic Directions  
and/or Executive Limitations: Wisconsin Statutes 38.14(4)  
Section 3 - Executive Limitations  
Policy 3.5 - Financial Condition  
College Strategic Direction #1

Staff Liaison: Anne Whynott

**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
006	Student Emergency Fund – Emergency Assistance	Gateway will provide emergency assistance grants to eligible low-income students who experience unforeseen financial emergencies.	7/1/2023 – 6/30/2024	N/A	Wisconsin Technical College System	\$15,072	\$15,072	\$0
012	All Within My Hands Foundation “The Metallica Scholars Initiative”	This project will connect our regional students to skill-building opportunities while growing the local tax-base, and bridging the talent needs of the American workforce	7/1/2023 – 6/30/2024	5	American Association of Community Colleges (“AACC”)/ All Within My Hands (“AWMH”) Foundation.	\$5,000	\$5,000	\$0
016	Adult Basic Education Comprehensive Services	Funds will support instruction to adults who have not completed high school and/or are not proficient in English.	7/1/2023 – 6/30/2024	1,500	US Department of Education through the Wisconsin Technical College System	\$865,856	\$441,190	\$424,666
019	Gateway Consortium – Wisconsin Youth Apprenticeship	The Gateway District Youth Apprenticeship Consortium between Gateway and area high schools is designed to give high school students academic and occupational skills leading to both a high school diploma and a State Skill Certificate in a specific industry.	7/1/2023 – 6/30/2024	120	Wisconsin Department of Workforce Development	\$112,332	\$56,166	\$56,166

**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
054	Developing Markets: Human Resources Associate of Applied Science Program	This funding will be used to build the infrastructure needed to initiate the new Human Resources program including curriculum and Open Educational Resource (OER) development for 2 new courses.	7/1/2023 – 6/30/2025	36	Wisconsin Technical College System	\$200,000	\$200,000	\$0
070	Core Industries: Serving our Community through the Expansion of Building Trades - Carpentry	This project will help facilitate the expansion of the Gateway's Building Trades-Carpentry program. This grant will also help continue and enhance the service learning component of the program, where students work on-site for Habitat for Humanity.	7/1/2023 – 6/30/2024	12	Wisconsin Technical College System	\$232,229	\$232,229	\$0
079	Completion: Closing Gaps in Student Success for Men of Color	This grant will be used to provide direct student support services for 175 Men of Color (MOC, defined here as Black/African American, Hispanic/Latino, Two + more races) to close gaps in Fall to Spring Retention and Course Completion.	7/1/2023 – 6/30/2024	175	Wisconsin Technical College System	\$300,000	\$225,000	\$75,000

**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
080	Success Coaching and Tutoring to Strengthen Programs: Business Management, Marketing, Administrative Professional, Human Services Associate, Early Childhood Education, and Nursing	This grant will provide direct student services and academic support strategies to address technical skill attainment and graduation/retention rates in six of Gateway's largest programs: Business Management, Marketing, Administrative Professional, Human Services Associate, Early Childhood Education, and Nursing.	7/1/2023 – 6/30/2024	325	Wisconsin Technical College System	\$166,773	\$166,773	\$0
081	Career Prep	This grant will assist regional students to seamlessly transition to Gateway by developing and maintaining high school partnerships and articulation agreements, expanding dual credit and career pathways programs.	7/1/2023 – 6/30/2024	N/A	Wisconsin Technical College System	\$51,895	\$51,895	\$0
083	Pathways to Student Success	The project provides direct student support services for 2,000 Gateway students with a specific focus on at-risk student populations showing gaps in achievement.	7/1/2023 – 6/30/2024	2,000	Wisconsin Technical College System	\$1,096,527	\$662,490	\$434,037



**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
084	Equity, Retention, and Student Success Project	The purpose of this grant is to address equity gaps that Gateway's first generation, economically disadvantaged, minority, and students with disabilities face, so they successfully complete their education at Gateway.	7/1/2023 – 6/30/2024	500	Wisconsin Technical College System	\$68,354	\$68,354	\$0
085	Achieving Success Through Nontraditional Occupations	This grant will provide a range of services to prepare NTO students to successfully enroll in and complete career and technical educational programs with the goal being to gain employment after graduation.	7/1/2023 – 6/30/2024	75	Wisconsin Technical College System	\$41,693	\$41,693	\$0
094	Re-Enroll to Succeed	Gateway will contract with a 3 <sup>rd</sup> party vendor to re-enroll/re-engage stopped out students while providing holistic support.	7/1/2023 – 6/30/2024	130	Wisconsin Technical College System	\$200,000	\$200,000	\$0

**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
098	Traffic Safety	Gateway joins the other 16 WTCS colleges on a mission to update the curriculum that is currently being offered through the Group Dynamics course offered through the State's Traffic Safety Schools.	7/1/2023 – 6/30/2024	N/A	Wisconsin Technical College System	\$7,707	\$7,707	\$0
119	Professional Development	This grant supports professional development for Gateway's 900 faculty and staff to meet the demands of changing technology and college programming.	7/1/2023 – 6/30/2024	N/A	Wisconsin Technical College System	\$100,691	\$67,127	\$33,564
175	Continental Plastic	This project will provide 9 Maintenance Mechanics training in Introduction to Machinery Electrical Systems, Preventive and Predictive Maintenance and Programmable Logic Controllers PLC.	7/1/2023 – 6/30/2024	9	Wisconsin Technical College System – Workforce Advancement Training Grant	\$20,521	\$20,521	\$0
178	David Cook's Radon Services	Through this WAT grant project, the company will provide training to 7 staff to reduce process inefficiencies, build team cohesiveness and confidence so the company can franchise in the future.	7/1/2023 – 6/30/2024	7	Wisconsin Technical College System – Workforce Advancement Training Grant	\$43,594	\$43,594	\$0

**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
179	Great Northern	Through this project, new and existing employees will increase their technical, communication, teamwork and leadership, and problem-solving skills resulting in improved efficiency in processes, and on-time delivery.	7/1/2023 – 6/30/2024	137	Wisconsin Technical College System – Workforce Advancement Training Grant	\$49,297	\$49,297	\$0
180	Andis Company	This grant will provide employees with continued training after successful completion previous WAT grant focusing on Six Sigma training with the addition of Basic Robotics for Manufacturing and Advance Gauging in the new award.	7/1/2023 – 6/30/2024	27	Wisconsin Technical College System – Workforce Advancement Training Grant	\$41,142	\$41,142	\$0
181	Andes Candies	This grant will provide technical and leadership training as a result of the company undergoing a major expansion and transitioning to highly automated equipment.	7/1/2023 – 6/30/2024	31	Wisconsin Technical College System – Workforce Advancement Training Grant	\$54,865	\$54,865	\$0

**AUGUST 2023 GRANT AWARDS**

<b>Project Number</b>	<b>Title</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Number Served</b>	<b>Funding Source</b>	<b>Total Budget</b>	<b>Grant Award</b>	<b>Matching Funds</b>
182	Thermal Transfer Products	This project allows Gateway to provide Thermal Transfer Products employees training to address the lack of technical skills and knowledge among production workers, leadership skills among managers, and automation skill needed as older equipment is replaced.	7/1/2023 – 6/30/2024	25	Wisconsin Technical College System – Workforce Advancement Training Grant	\$51,592	\$51,592	\$0

# 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 2023**  
lists all contracts for service completed or  
in progress 2022/2023 fiscal year.

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

Staff Liaison:             Matt Janisin

# BWS CFS Board Report FY23



"Estimated Revenue" YTD: \$1,339,728.54

Contract #	Sponsor Name	Course Numbers	Grant Type / No.
0001	Kunes Auto Group	103-833-1ZBM, 103-833-1ZBT, 103-840-1ZBM, 103-840-1ZBT, 103-839-1ZBM, 103-844-1ZBM, 103-841-1ZBM, 103-839-1ZBT, 103-844-1ZBT, 103-841-1ZBT	
0002	Southeastern WI Workforce Development Board	444-337-1CBR, 444-316-1CBR	
0003	Racine Youthful Offenders Correctional Facility (RYOCF) - WI DOC	620-310-1ZBY, 612-102-1ZBY, 628-310-1ZBY, 664-110-1ZBY, 620-303-1ZBY, 620-311-1ZBY, 628-411-1ZBY	
0004	Racine Youthful Offenders Correctional Facility (RYOCF) - WI DOC	804-370-1ZBY, 801-301-1ZBY	
0005	KABA	196-848-1ZBA, 96-848-1ZBK	
0006	KABA	196-849-2ZBA, 196-849-2ZBK, 196-850-2ZBA, 196-850-2ZBK	
0007	Industries for the Blind and Visually Impaired (IBVI)	103-840-1ZBA, 103-839-1ZBA, 103-844-1ZBA	
0008	KABA	196-848-1ZBF, 196-849-1ZBF	
0009	KABA	196-850-2ZBF	
0010	RCWS Pioneer Products	444-339-1CBP, 420-447-1CBP, 444-316-1CBP, 444-331-1CBP, 804-413-1CBP	
0011	Racine Correctional Institution (RCI) WI DOC	444-331-1ZBR, 444-337-1ZBR, 444-316-1ZBR, 444-339-1ZBR, 804-370-1ZBR	
0012	Kenall Manufacturing	605-467-1ZBK	
0013	WE Energies	420-408-1CBA	
0014	Robert E. Ellsworth Correctional Institution (REECC) WI DOC	801-301-1CBG, 900-003-1M1BG	
0015	Southeastern WI Workforce Development Board	444-339-1CBG, 444-337-1CBG, 444-331-1CBG, 444-316-1CBG, 804-370-1CBG, 103-804-1CBG, 449-403-1CBG	
0016	Rehrig Pacific Company	612-409-1ZBA	
0017	WRTP Big Step	607-104-1CMB	
0018	Lab Midwest	625-440-1CBA	
0019	Snap On	620-456-1ZBA	183
0020	Continental Plastic	900-019-1ZBC	
0021	WCEDA	196-850-1ZBW	
0022	Kenosha Correctional Center (KCC) – WI DOC	444-339-2CBK, 444-337-2CBK, 444-316-2CBK, 444-331-2CBK, 444-406-2CBK, 449-403-2CBK, 807-370-2CBK, 103-804-2CBK, 900-003-2M1KG	170
0023	Deublin Company	420-434-1ZBA	
0024	Racine Youthful Offenders Correctional Facility (RYOCF)- WI DOC	804-370-2ZBY, 801-301-2ZBY	
0025	Racine Youthful Offenders Correctional Facility (RYOCF) - WI DOC	620-310-2ZBY, 612-102-2ZBY, 628-310-2ZBY, 664-110-2ZBY, 620-303-2ZBY, 620-311-2ZBY, 628-411-2ZBY	
0026	Gateway Technical College Community and Government Relations	900-019-1CBG	
0027	Great Northern Corporation	620-458-1ZBG	
0028	Great Northern Corporation	612-409-3CBG	
0029	Styberg	444-448-1ZBS, 444-449-1ZBS, 444-450-1ZBS, 444-451-1ZBS, 444-452-1ZBS	
0030	Graham Packaging	103-845-1CBG	
0031	Kenall Manufacturing	620-492-1ZBK	
0032	Graham Packaging	103-833-2CBG, 103-840-2CBG	
0033	InSinkErator	804-370-2ZBA, 628-115-2CBA, 620-304-2CBA, 664-100-2CBA	
0034	Styberg	444-448-1ZBE, 444-449-1ZBE, 444-450-1ZBE, 444-451-1ZBE, 444-452-1ZBE	
0035	WRTP Big Step	607-104-2CMB	

CFS Date / Date Req.	Estimated CFS Revenue
03/10/22	\$9,264.00
<b>03/10/22</b>	<b>\$30,365.55</b>
04/12/22	\$57,205.00
04/12/22	\$12,345.00
04/13/22	\$2,832.00
04/13/22	\$5,664.00
04/28/22	\$1,888.00
05/02/22	\$2,832.00
05/02/22	\$1,416.00
<b>06/06/22</b>	<b>\$76,020.00</b>
05/04/22	\$59,908.00
05/18/22	\$3,900.37
05/18/22	\$20,035.50
05/23/22	\$20,575.00
<b>05/23/22</b>	<b>\$64,990.00</b>
06/01/22	\$1,993.18
06/01/22	\$7,455.00
06/08/22	\$3,500.00
<b>06/07/22</b>	<b>\$695.00</b>
06/20/22	\$6,140.00
06/27/22	\$1,686.00
<b>07/13/22</b>	<b>\$26,104.00</b>
07/13/22	\$3,503.00
07/18/22	\$11,640.00
07/21/22	\$57,690.00
07/22/22	\$590.00
07/29/22	\$6,754.75
07/29/22	\$1,930.00
08/15/22	\$5,846.25
08/05/22	\$1,544.00
08/10/22	\$780.75
08/05/22	\$3,088.00
08/18/22	\$40,530.00
08/16/22	\$5,846.25
08/16/22	\$7,455.00

	Contract #	Sponsor Name	Course Numbers	Grant Type / No.
36	0036	Styberg	444-448-1ZBC, 444-449-1ZBC, 444-450-1ZBC, 444-451-1ZBC, 444-452-1ZBC	
37	0037	Walworth County Jail	890-721-2ZBA, 859-777-2ZBA, 858-733-2ZBA, 854-733-2ZBA, 856-740-2ZBA, 859-798-2ZBA	
38	0038	SC Johnson Wax	462-463-2CBA, 462-463-2CBB, 462-463-2CBC, 462-463-2CBD, 462-463-2CBE, 462-463-2CBF, 462-463-2CBG, 462-463-2CBH	
39	0039	Andis Company	623-808-2ZBAW, 900-019-2ZBAW, 900-003-2M1AW	169
40	0040	KABA	196-848-2ZBK, 196-849-2ZBK, 196-850-2ZBK	
41	0041	Kenall Manufacturing	605-467-2ZBK	
42	0042	Adams Electric	620-494-2EBA, 620-495-2EBA	
43	0043	WCEDA	196-848-2EBW	
44	0044	RUSD -- Kobriger	<a href="https://docs.google.com/spreadsheets/d/12JAErux0IA3BPPV2chPCgRJPnCCDL94P/edit?usp=sharing&amp;ouid=116858003998347968939&amp;rtopof=true&amp;sd=true">https://docs.google.com/spreadsheets/d/12JAErux0IA3BPPV2chPCgRJPnCCDL94P/edit?usp=sharing&amp;ouid=116858003998347968939&amp;rtopof=true&amp;sd=true</a>	
45	0045	WCEDA	196-848-2EBR, 196-849-2EBR, 196-850-2EBR	
46	0046	Conagra Brand	664-100-2ZBCA, 664-100-2ZBCB, 664-100-2ZBCC, 900-019-2ZBCG; 900-003-2M1CB	172
47	0047	Emerson	420-473-2ZBA, 420-473-2ZBB, 420-473-2ZBC, 420-473-2ZBD	
48	0048	Plas-Tech Engineering, Inc.	420-434-2ZBP	
49	0049	API Heat Transfer	420-434-2ZBA	
50	0050	Kenall Mfg	620-492-2ZBK	
51	0051	NC3	900-019-3M1Q3, 900-019-3M1QC	
52	0052	Rust-Oleum	620-303-2CBR, 620-303-2CBW; 900-003-2M1RW	167
53	0053	SC Johnson	462-463-2CB1, 462-463-2CB2, 462-463-2CB3, 462-463-2CB4, 462-463-2CB5	
54	0055	Righteous Automotive		
55	0056	Radius Packaging	664-110-2EBR, 664-110-2EBP	168
56	0057	Horizon Systems Machining	900-019-2HBH; 900-003-2M1HG	173
57	0058	Racine Youthful Offenders Correctional Facility (RYOCF) - WI DOC	804-370-3ZBY, 801-301-3ZBY	
58	0059	Racine Youthful Offenders Correctional Facility (RYOCF) - WI DOC	620-310-3ZBY, 612-102-3ZBY, 628-310-3ZBY, 664-110-3ZBY, 620-303-3ZBY, 620-311-3ZBY, 628-411-3ZBY	
59	0060	WCEDA	196-849-2EBW	
60	0061	API Heat Transfer	196-406-2CBA	
61	0062	Horizon Systems Machining	900-019-2ZBH, 900-019-2ZBS, 420-448-2ZBH, 420-448-2ZBS; 900-003-2M1HS	173
62	0063	Robert E. Ellsworth Correctional Institution (REECC) - WI DOC	444-331-3CBE, 444-337-3CBE, 444-339-3CBE, 444-316-3CBE, 804-370-3CBE, 801-302-3CBE, 103-804-3CBE, 900-003-3M1BE	
63	0064	Racine Correctional Institution (RCI) - WI DOC	444-331-2ZBR, 444-337-2ZBR, 444-316-2ZBR, 444-339-2ZBR, 804-370-2ZBR, 449-403-2ZBR, 444-406-2ZBR	
64	0065	RCWS Pioneer Products	444-339-3CBP, 420-447-3CBP, 444-316-3CBP, 444-331-3CBP, 804-413-3CBP	
65	0066	WRTP Big Step	607-104-3CMB	
66	0067	Adams Electric	620-493-3EBA, 620-496-3EBA	
67	0068	Southeastern WI Workforce Development Board	444-331-3CBE, 444-337-3CBE, 444-339-3CBE, 444-316-3CBE, 804-370-3CBE, 801-302-3CBE, 103-804-3CBE	
68	0070	Modine	900-019-3CBM	
69	0071	Walworth County Jail	890-721-3ZBA, 859-777-3ZBA, 858-733-3ZBA, 854-733-3ZBA, 856-740-3ZBA, 859-798-3ZBA	
70	0072	NC3	900-019-2M1Q4, 900-019-2M1QD	
71	0073	BRP US, Inc.	103-400-3ZBB, 103-401-3ZBB, 103-402-3ZBB, 103-403-3ZBB, 103-839-3ZBB, 103-839-3ZBR, 103-844-3ZBB, 103-845-3ZBB, 900-019-3ZBB	
72	0074	InSinkEerator	620-311-3CBA, 620-310-3CBA, 664-110-3CBA	
73	0075	Andis Company	623-808-3ZBAW, 900-003-3M1AW	169
74	0076	Conagra Brand	620-497-3ZBCG, 620-497-3ZBCW; 900-003-3M1CG	172



CFS Date / Date Req.	Estimated CFS Revenue
08/23/22	\$5,846.25
08/31/22	\$6,375.00
09/02/22	\$6,176.00
<b>09/07/22</b>	<b>\$2,432.00</b>
09/08/22	\$4,248.00
09/09/22	\$3,903.47
09/09/22	\$5,404.00
09/15/22	\$1,688.16
09/15/22	\$159,556.00
09/16/22	\$4,634.82
<b>09/19/22</b>	<b>\$7,238.00</b>
09/19/22	\$6,199.18
09/22/22	\$2,479.50
09/22/22	\$2,366.00
09/22/22	\$789.64
09/29/22	\$8,300.00
<b>09/28/22</b>	<b>\$10,422.00</b>
10/04/22	\$3,860.00
10/07/22	\$3,076.44
<b>10/26/22</b>	<b>\$5,211.00</b>
<b>11/14/22</b>	<b>\$1,158.00</b>
11/08/22	\$7,930.00
11/10/22	\$58,165.00
11/08/22	\$1,733.52
11/15/22	\$4,702.00
<b>11/16/22</b>	<b>\$3,706.00</b>
11/29/22	\$17,442.00
11/29/22	\$59,122.00
<b>11/23/22</b>	<b>\$72,595.00</b>
12/08/22	\$7,455.00
12/15/22	\$5,404.00
<b>12/20/22</b>	<b>\$62,624.00</b>
12/21/22	\$2,316.00
01/04/23	\$6,375.00
01/13/23	\$3,350.00
01/05/23	\$4,921.50
01/09/23	\$35,630.50
<b>01/10/23</b>	<b>\$2,779.00</b>
<b>01/11/23</b>	<b>\$4,169.00</b>

	Contract #	Sponsor Name	Course Numbers	Grant Type / No.
75	0077	WCEDA	196-850-1ZBW	
76	0078	API Heat Transfer	196-828-3CBA, 196-406-3CBA, 900-019-3ZBA	
77	0079	API Heat Transfer	196-406-3CBA	
78	0080	Horizon Systems Machining	196-870-3HBH, 900-019-3ZBH; 900-003-3M1HS	173
79	0081	Radius Packaging	900-019-3ZBP	
80	0082	Nestle USA	900-019-3ZBN, 900-019-3ZBM, 900-019-3ZBL	
81	0083	BRP US, Inc.	103-845-3ZBA, 103-844-3ZBA, 900-019-3ZBE	
82	0084	Rehrig Pacific Company	612-102-3CBR	
83	0085	Andis Company	900-019-3CBL; 900-003-3M1AG	169
84	0086	KABA	196-410-3ZBK, 196-409-3ZBK	
85	0087	KABA	196-848-3ZBP	
86	0088	Kenosha Chamber of Commerce	900-019-3ZBK	
87	0089	Nestle USA	900-019-3ZBS, 900-019-3ZBT	
88	0090	Horizon Systems Machining	420-492-3ZBH, 420-492-3ZBW, 420-499-3ZBH, 420-499-3ZBW; 900-003-3M1HG	173
89	0091	Radius Packaging	620-458-3EBR, 620-458-3EBP; 900-003-3M1RP	168
90	0092	WCEDA	196-411-3EBA, 900-019-3EBA	
91	0093	Adams Power	620-498-3EBA, 620-499-3EBA	
92	0094	Puratos USA	620-458-3CBP	
93	0095	Nestle USA	900-019-3ZBZ	
94	0096	Lab Midwest	625-440-3CBA	
95	0097	MTI	449-403-3ZBM	
96	0098	Vision Plastics	196-848-3EBV, 196-849-3EBV	
97	0099	WRTP Big Step	607-104-3CMW	
98	0100	Kerry Ingredients	196-805-3CBA	
99	0101	WCEDA	196-848-3EBW	
100	0102	Kenosha Correctional Center (KCC)	444-339-3CBK, 444-337-3CBK, 444-406-3CBK, 449-403-3CBK, 807-370-3CBK, 103-804-3CBK	
101	0103	Adams Power	620-401-3EBA, 620-402-3EBA	
102	0104	Gateway - BWS	605-138-3CBA	
103	0105	Radius Packaging	900-019-1ZBRP; 900-003-1M1RP	168
104	0106	Nestle USA, Inc.	900-019-1ZBN	
105	0107	Andis Company	900-019-1CBAW, 900-019-1CBAG, 900-019-1CBAT; 900-003-1M1AA	

CFS Date / Date Req.	Estimated CFS Revenue
01/16/23	\$1,695.72
01/19/23	\$12,505.20
01/17/23	\$4,692.00
<b>11/19/23</b>	<b>\$3,706.00</b>
01/24/23	\$1,930.00
01/24/23	\$2,512.67
01/26/23	\$2,798.50
<b>01/27/23</b>	<b>\$13,149.68</b>
<b>01/27/23</b>	<b>\$1,042.00</b>
02/06/23	\$371.64
02/06/23	\$1,416.00
02/09/23	\$236.00
02/09/23	\$1,610.78
<b>02/10/23</b>	<b>\$2,316.00</b>
<b>02/15/23</b>	<b>\$3,474.00</b>
02/23/23	\$7,109.10
02/27/23	\$5,404.00
02/27/23	\$5,868.00
03/02/23	\$3,221.56
03/02/23	\$5,250.00
03/03/23	\$2,303.56
03/03/23	\$5,208.60
03/09/23	\$7,455.00
03/13/23	\$13,350.40
03/13/23	\$1,688.16
03/13/23	\$38,190.00
04/11/23	\$5,404.00
04/12/23	\$5,245.00
<b>05/02/23</b>	<b>\$1,158.00</b>
05/03/23	\$1,538.39
06/22/23	\$2,084.00

# 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 August 2023**  
lists all contracts for service completed or  
in progress 2023/2024 fiscal year.

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

Staff Liaison:             Matt Janisin

# BWS CFS Board Report FY24



Estimated Revenue" YTD: \$435,890.48

	Contract #	Sponsor Name	Course Numbers	Grant Type / No.	CFS Date / Date Req.	Estimated CFS Revenue
1	0002	KABA	196-407-1ZBK		02/23/23	\$185.82
2	0003	MTI	449-403-1ZBM		03/09/23	\$2,293.16
3	0004	Vision Plastics	196-850-1EBV		03/03/23	\$2,513.30
4	0005	Kerry Ingredients	196-805-1CBK, 196-828-1CBK, 900-019-1ZBK		03/28/23	\$22,988.80
5	0006	Kenosha Correctional Center (KCC)	444-316-1CBK,444-331-1CBK,		03/13/23	\$26,500.00
6	0007	Racine Youthful Offenders Correctional Facility (RYOCF)	620-310-1ZBY, 612-102-1ZBY, 628-310-1ZBY, 664-110-1ZBY, 620-303-1ZBY, 620-311-1ZBY, 628-411-1ZBY		04/04/23	\$62,775.00
7	0008	Racine Youthful Offenders Correctional Facility (RYOCF)	804-370-1ZBY		04/12/23	\$8,650.00
8	0009	WCEDA	196-849-1EBW		04/19/23	\$1,695.72
9	0010	Robert E. Ellsworth Correctional Institution (REECC)	444-331-1CBE, 444-337-1CBE, 444-339-1CBE, 444-316-1CBE, 804-370-1CBE, 801-302-1CBE, 103-804-1CBE		04/21/23	\$69,165.00
10	0011	Lavelle Industries	103-845-1BBL, 103-833-1BBL		04/27/23	\$3,540.80
11	0012	Andis Company	900-019-1CBAC; 900-003-1M1AW	169	05/01/23	\$695.00
12	0013	KABA	196-848-1ZBK		04/28/23	\$1,577.64
13	0014	KABA	196-849-2ZBK, 196-850-2ZBK		04/28/23	\$3,675.28
14	0015	BRP US Inc.	103-400-1ZBB, 103-401-1ZBB, 103-402-1ZBB, 103-403-1ZBB, 103-839-1ZBB, 103-844-1ZBB, 103-845-1ZBB, 900-019-1ZBB		05/01/23	\$4,945.00
15	0016	Radius Packaging	620-404-1EBR, 620-403-1ZBR, 620-403-1ZBP, 620-403-1ZBQ; 900-003-1ZBQ	168	05/02/23	\$1,737.00
16	0017	WRTP_Big Step	607-104-1CMB		05/03/23	\$8,175.00
17	0018	Rust-Oleum Corporation	612-102-1CBR, 620-311-1CBR; 900-003-1M1RW	167	05/18/23	\$6,948.00
18	0019	Nestle USA	620-486-1CBA, 620-486-1CBC -- 620-486-1CBB Cancelled		05/18/23	\$2,580.00
19	0020	Horizon Systems	420-474-1ZBHG, 420-474-1ZBHW, 196-408-1ZBHG; 900-003-1M1HG	173	05/25/23	\$2,779.00
20	0021	Conagra Brand	420-406-1ZBCG, 900-019-1ZBCG; 900-003-1M1CG	172	06/01/23	\$2,027.00
21	0022	Nestle USA	900-019-1ZBM		06/02/23	\$893.39
22	0023	Andis Company	623-808-1ZBAG; 900-003-1M1AG		06/08/23	\$1,390.00
23	0024	Aurora Heathcare	510-426-1KBA		07/07/23	\$10,188.98
24	0025	WCEDA	196-850-1EBW		06/22/23	\$1,839.72
25	0026	HFI Fluid Power	900-019-2ZBH		07/10/23	\$1,083.82
26	0027	Nestle USA	900-019-2ZBN		07/10/23	\$893.39
27	0028	WCEDA	196-850-1ZBW		07/11/23	\$1,560.00
28	0029	Kenosha Correctional Center (KCC)	444-339-2CBK, 444-337-2CBK, 444-316-2CBK, 444-331-2CBK, 804-370-2CBK, 449-403-2CBK, 103-804-2CBK, 444-406-2CBK		07/14/23	\$72,292.00
29	0031	Nestle USA	620-456-1CBA, 620-456-1CBB		07/19/23	\$2,580.00
30	0032	LMI Packaging Solutions	103-845-2ZBA		07/19/23	\$1,930.48
31	0033	Racine Youthful Offenders Correctional Facility (RYOCF)	804-370-1ZBR		07/20/23	\$8,650.00
32	0034	Racine Youthful Offenders Correctional Facility (RYOCF)	804-370-2ZBRY		07/20/23	\$8,650.00
33	0035	Puratos	620-404-1CBP		07/26/23	\$3,882.60
34	0036	KABA	196-849-1ZBP		07/28/23	\$1,597.80

Contract #	Sponsor Name	Course Numbers	Grant Type / No.	CFS Date / Date Req.	Estimated CFS Revenue
35 <b>0037</b>	Lavelle Industries	620-407-1ZB1, 620-407-1ZB2, 620-407-1ZB3, 620-407-1ZB4		08/01/23	\$2,665.68
36 <b>0038</b>	WRTP Big Step	607-104-2CBW		08/01/23	\$8,175.00
37 <b>0039</b>	Racine Correctional Institution (RCI)	444-339-1ZBR, 804-370-1ZBD		08/02/23	\$20,250.00
38 <b>0040</b>	Racine Correctional Institution (RCI)	444-331-2ZBR, 444-337-2ZBR, 444-316-2ZBR, 449-403-2ZBR, 444-406-2ZBR		08/02/23	\$44,950.00
39 <b>0041</b>	Radius Packaging	900-019-1ZBR		08/02/23	\$6,971.10

# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

## CONTRACTS FOR INSTRUCTIONAL DELIVERY

Summary of Items:     **WI Statutes 38.14**  
                          **Contract Reports for July 2023**  
                          Lists all Protective Services contracts for service completed  
                          or in progress ending FY2023-24.

Ends Policy 4.1: Statement #2

Staff Liaison:           Terry Simmons

# Protective Services Board Report FY24



Estimated Revenue YTD: \$126,631.36

	Contract #	Sponsor Name	Course Numbers	Grant Type / No.	CFS Date / Date Req.	Estimated CFS Revenue
1	2000	WI-DOJ-LESB	504-511-1K1A		01/16/23	\$16,043.04
2	2001	WI-DOJ-LESB	504-504-1K12		01/16/23	\$500.00
3	2002	WI-DOJ-LESB	504-502-2K12, 504-507-2K12, 504-505-2K12, 504-511-2K12		01/16/23	\$2,500.00
4	2006	Kenosha Sheriff's Department	504-427-1K1A		05/01/23	\$750.00
5	2007	Pleasant Prairie Police Department	504-427-1K1B		05/01/23	\$125.00
6	2009	Kenosha Police Department	504-481-1K1A		05/08/23	\$500.00
7	2010	Paris Fire Department	503-888-1z11		05/17/23	\$344.16
8	2011	Walworth County Sheriff's Office	504-402-1K1A		06/01/23	\$250.00
9	2013	Kenosha Police Department	504-402-1KB		06/01/23	\$250.00
10	2014	Milwaukee Police Department	504-402-1KC		06/01/23	\$250.00
11	2015	Elm Grove Police Department	504-402-1KD		06/01/23	\$125.00
12	2016	Mount Pleasant Police Department	504-402-1KE		06/01/23	\$125.00
13	2017	Waukesha County Sheriff's	504-402-1KF		06/01/23	\$125.00
14	2024	City of Delavan Police Department	504-410-1H1C		06/07/23	\$75.00
15	2025	Genoa City Police Department	504-410-1H1E		06/07/26	\$75.00
16	2026	Kenosha Police Department	504-410-1H1F		06/07/23	\$75.00
17	2028	Sturtevant Police Department	504-410-1H1H		06/07/23	\$75.00
18	2029	Town of Delavan Police	504-410-1H1J		06/07/23	\$75.00
19	2030	WI-DOJ LESB	504-511-1K1K		06/01/23	\$500.00
20	2031	Waterford Graded School District	531-892-1z1a		06/29/23	\$569.16
21	2032	Racine Police Department	504-401-1H1A		06/08/23	\$1,050.00
22	2033	Greenfield Police Department	504-401-1H1B		06/08/23	\$175.00
23	2035	Muskego Police Department	504-401-1H1D		06/08/23	\$175.00
24	2037	Waukesha County Sheriff's Department	504-401-1H1F		06/08/23	\$175.00
25	2038	Sturtevant Police Dept	504-481-1K1B		06/12/23	\$100.00
26	2039	Twin Lakes Police Dept	504-481-1K1C		06/12/23	\$50.00
27	2040	Milwaukee Police Dept	504-404-1K1A		06/13/23	\$350.00
28	2041	Berlin Police Dept	504-404-1K1B		06/13/23	\$175.00
29	2042	Fontana Police Dept	504-404-1K1C		06/13/23	\$175.00
30	2043	Muskego Police Dept	504-404-1K1D		06/13/23	\$175.00
31	2044	Racine Police Dept	504-404-1K1E		06/13/23	\$175.00
32	2045	Waunakee Police Dept	504-404-1K1F		06/13/23	\$175.00
33	2046	Whitewater Police Dept	504-404-1K1G		06/13/23	\$175.00
34	2047	Mukwonago Police Dept	504-404-1K1H		06/13/23	\$175.00
35	2048	WI-DOJ LESB	504-503-1K1B, 504-506-1K1B, 504-500-1K1B, 504-510-1K1B, 504-501-1K1B		07/06/23	\$50,000.00
36	2049	WI-DOJ LESB	504-504-2K1B, 504-509-2K1B, 504-508-2K1B, 504-502-2K1B, 504-507-2K1B, 504-505-2K1B, 504-511-2K1B		07/06/23	\$50,000.00



# GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_____
Action	_____X_____
Information	_____
Discussion	_____

## CONTRACTS FOR INSTRUCTIONAL DELIVERY

Summary of Items:     **WI Statutes 38.14**  
                              **Contract Reports for August 2023**  
                              Lists all High School contracts for service completed or in  
                              progress during FY2023-2024.

Ends Policy 4.1: Statement #5

Staff Liaison:           Katie Graf

Revenue Generating Contract Estimate:											
Contract Estimate:		\$321,500.00									
Transcripted Credit Contract Estimate:		\$371,000.00									
Total High School Contract Estimate:		\$692,500.00									
Contract #	2024-	School District	Section	Term	Contract Estimate	Invoiced Amount	Multi-Recipient Contract Participating Schools	Course Type	Academy/Grant	Notes	
1001		Mukwonago High School	543-300-1EGC, 543-300-1EGD, 543-300-1EGB	2023SU	\$10,000.00			HS			
1002		Union Grove High School	543-300-1KGB, 543-300-1KGC	2023SU	\$6,500.00			HS			
1003		St. Catherine's High School	543-300-1RGD	2023SU	\$3,000.00			HS			
1004		KUSD	543-300-1ZGA	2023SU	\$3,000.00			HS			
1005		RUSD	543-300-1RGB, 543-300-1RGC, 543-300-1RGE	2023SU	\$10,000.00			HS			
1006		Westosha Central High School	Transcripted Credit	2023SU	\$20,000.00			HS			
1007		Career and College Academy	890-155-1EGA, 851-756-1EGA	2023SU	\$1,500.00			HS			
1008		Catholic Central High School	606-128-2ZGA	2023FA	\$3,000.00			HS			
1009		Catholic Central High School	606-149-3ZGA	2024SP	\$4,000.00			HS			
1010		Career and College Academy	801-199-2EGB, 806-114-2EGA	2023FA	\$10,000.00			HS			
1011		Career and College Academy	834-110-3EGA, 806-203-3EGA, 831-103-3EGA	2024SP	\$12,000.00			HS			
1012		Lakeview Technology Academy	152-080-2LGA 152-081-2LGA 152-084-2LGA 152-101-152 152-101-2LGA 152-124-2LGA 152-125-2LGA	2023FA	\$35,000.00			HS			
1013		Lakeview Technology Academy	444-316-2LGA 444-337-2LGA 444-337-2LGB 444-339-2LGB 628-310-2LGA 664-110-2LGA	2023FA	\$30,000.00			HS			
1014		Multi-Recipient	890-155-2ZCA	2023FA	\$1,500.00		Union Grove, Whitewater	VAN			
1015		Multi-Recipient	533-126-2ZCA	2023FA	\$3,500.00		Westosha Central, Badger, East Troy, Elkhorn	VAN			
1016		Multi-Recipient	533-126-2ZGB	2023FA	\$3,500.00		Burlington, Williams Bay, Big Foot	VAN			
1017		Multi-Recipient	533-126-2ZCC	2023FA	\$3,500.00		Big Foot, Elkhorn	VAN			
1018		Multi-Recipient	533-126-2ZCD	2023FA	\$3,500.00		Burlington, Williams Bay, Whitewater	VAN			
1019		Burlington High School	533-126-2ZDE, 501-101-2ZCA	2023FA	\$7,000.00			VAN			
1020		Multi-Recipient	533-126-2ZCF	2023FA	\$3,500.00		Westosha Central, Williams Bay, Elkhorn	VAN			
1021		Multi-Recipient	533-128-2ZGA	2023FA	\$3,500.00		Burlington, Williams Bay, Whitewater,	VAN			
1022		Multi-Recipient	533-128-2ZGB	2023FA	\$3,500.00		Badger, East Troy, Elkhorn	VAN			
1023		Badger High School	501-101-2ZGB	2023FA	\$3,500.00			VAN			
1024		Union Grove High School	809-198-2ZCA, 809-198-2ZCA	2023FA	\$7,000.00			VAN			
1025		Waterford Union High School	442-321-2ZGA, 442-332-2ZGA, 442-322-2ZGA, 442-330-2ZGA, 457-309-2ZGA, 457-336-2ZGA	2023FA	\$20,000.00			HS			
1026		Waterford Union High School	442-323-3ZGA, 442-333-3ZGA, 442-334-3ZGA, 442-324-3ZGA	2024SP	\$20,000.00			HS			
1027		RUSD	504-900-2ZGA, 504-900-2ZGB, 504-900-2ZGC, 504-900-2ZGD	2023FA	\$15,000.00		Horlick, Case, Park	HS			
1028		RUSD	504-902-3ZGA, 504-902-2ZGB, 504-902-2ZGC, 504-902-2ZGD	2024SP	\$15,000.00		Horlick, Case, Park	HS			
1029		Union Grove High School	Transcripted Credit	2023FA	\$60,000.00			TCCF			
1030		Career and College Academy	Transcripted Credit	2023SU	\$6,000.00			TCCF			
1031		Career and College Academy	502-301-2EGA, 502-324-2EGA, 316-170, 316-130	2023FA	\$10,000.00			HS			
1032		Career and College Academy	502-349-3EGA, 502-312-3EGA, 316-140	2024SP	\$10,000.00			HS			
1033		Wilmet High School	Transcripted Credit	2023FA	\$60,000.00			TCCF			
1034		Wilmet High School	Transcripted Credit	2023FA	\$10,000.00			TCCF			
1035		Ktech High School	804-370-2ZGA, 804-370-2ZGB, 804-370-2ZGC, 103-143-2ZGA, 103-143-2ZGB	2023FA	\$20,000.00			HS			
1036		Ktech High School	834-109-3ZGA, 851-756-3ZGA, 851-756-3ZGB, 831-103-3ZGA, 831-103-3ZGB	2024SP	\$20,000.00			HS			
1037		Badger High School	Transcripted Credit	2023FA	\$85,000.00			TCCF			
1038		Badger High School	Transcripted Credit	2023FA	\$100,000.00			TCCF			

		Transcripted Credit	2023FA		TCCF
1039	Big Foot High School	Transcripted Credit	2023FA	\$20,000.00	TCCF
1040	Big Foot High School	Transcripted Credit	2023FA	\$20,000.00	TCCF
1041	Catholic Central High School	Transcripted Credit	2023SU	\$10,000.00	TCCF
	2023 Summer	Estimate as of 8/7/2023		\$70,000.00	
	2023 Fall	Estimate as of 8/7/2023		\$541,500.00	
	2024 Spring	Estimate as of 8/7/2023		\$81,000.00	
	<b>Total Contracts</b>	Estimate as of 8/7/2023		<b>\$692,500.00</b>	
	Contract Revenue-HS & VAN				
	(32)	Estimate as of 8/7/2023		\$321,500.00	
	Contract Revenue-TCCF (9)	Estimate as of 8/7/2023		\$371,000.00	
	<b>Total Contracts (41)</b>	Estimate as of 8/7/2023		<b>\$692,500.00</b>	

# 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, 2023

Staff Liaison: Matt Janisin

**GATEWAY TECHNICAL COLLEGE  
ADVISORY COMMITTEES -- NEW MEMBERS  
As of August 1, 2023**

PROGRAM Name	Job Title	Employer	County Represented
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**Barber Technologist & Cosmetology**

Kurt Cassandra	Owner/Stylist	All Cut Up, LLC	Racine
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**Culinary Arts & Culinary Assistant**

John Gomez	Director of Food & Beverage/Owner	Rivermoor Golf Club	Racine
Bill Pilgrim	Culinary Specialist	Gordon Food Service	Kenosha

XI. POLICY GOVERNANCE MONITORING REPORTS  
A. End Statement Monitoring  
No Report for August 2023

XI. POLICY GOVERNANCE MONITORING REPORTS  
B. Executive Limitations  
No Report for August 2023

XII. NEXT MEETING DATE AND ADJOURN

- A. Regular Meeting - Thursday, September 21, 2023, 8:00 am, Virtual and In-Person, Kenosha Campus, Madrigano Board Room
- B. Adjourn – Following the regular meeting, the Gateway Technical College District Board will meet in executive session pursuant to Wisconsin Statutes 19.85(1)(c) to discuss the President’s evaluation. The Board reserves the right to reconvene in open session to take action on items discussed in executive session.

ROLL CALL

Jesse Adams	_____
Ram Bhatia	_____
Benjamin DeSmidt	_____
William Duncan	_____
Zaida Lange-Irisson	_____
Scott Pierce	_____
Jason Tadlock	_____
Pamela Zenner-Richards	_____
Rebecca Matoska-Mentink	_____