



Bryan D. Albrecht, Ed.D.
President

October 13, 2016

BURLINGTON CENTER

496 McCanna Pkwy.
Burlington, WI 53105-3623
262.767.5200

**CENTER FOR BIOSCIENCE
& INFORMATION
TECHNOLOGY**

3520 - 30th Avenue
Kenosha, WI 53144-1690
262.564.3600

ELKHORN CAMPUS

400 County Road H
Elkhorn, WI 53121-2046
262.741.8200

**HERO (HEALTH AND
EMERGENCY RESPONSE
OCCUPATIONS) CENTER**

380 McCanna Pkwy.
Burlington, WI 53105-3622
262.767.5204

**HORIZON CENTER FOR
TRANSPORTATION
TECHNOLOGY**

4940 - 88th Avenue
Kenosha, WI 53144-7467
262.564.3900

**SC JOHNSON
iMET (iNTEGRATED
MANUFACTURING
& ENGINEERING
TECHNOLOGY) CENTER**

Renaissance Business Park
2320 Renaissance Blvd.
Sturtevant, WI 53177-1763
262.898.7500

KENOSHA CAMPUS

3520 - 30th Avenue
Kenosha, WI 53144-1690
262.564.2200

**LAKEVIEW ADVANCED
TECHNOLOGY CENTER**

9449 - 88th Avenue (Highway H)
Pleasant Prairie, WI 53158-2216
262.564.3400

RACINE CAMPUS

1001 South Main Street
Racine, WI 53403-1582
262.619.6200

WGTD HD

Your Gateway to Public Radio
wgttd.org
262.564.3800

262.741.8492 TTY
866.971.7688 VP

EQUAL OPPORTUNITY/ACCESS/
EMPLOYER AND EDUCATOR
OFRECE IGUALDAD EN OPORTUNIDADES/
ACCESO/EMPLEO Y EDUCACIÓN

www.gtc.edu

NOTICE OF MEETING

**GATEWAY TECHNICAL COLLEGE
DISTRICT BOARD**

Regular Meeting

Thursday, October 20, 2016 - 8:00 a.m.

Elkhorn Campus, Room 112/114

400 County Road H, Elkhorn, WI 53121

The Gateway Technical College District Board will hold its regular meeting on Thursday, October 20, 2016 at 8:00 a.m. at Elkhorn Campus, Room 112/114, 400 County Road H, Elkhorn, WI. The agenda is included.

Bryan D. Albrecht, Ed.D.
President and Chief Executive Officer

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Regular Meeting – Thursday, October 20, 2016 – 8:00 a.m.

Elkhorn Campus, Room 112/114, 400 County Road H, Elkhorn, WI 53121

Info. / Disc	Action	Roll Call	AGENDA		Page
			I.	Call to Order A. Open Meeting Compliance	3
		X	II.	Roll Call	3
	X		III.	Approval of Agenda	4
	X		IV.	Approval of Minutes A. September 15, 2016 – Regular Meeting	4
X			V.	Citizen Comments	9
X			VI.	Chairperson’s Report A. Dashboard Report	11
X				B. Board Evaluation Summary	12
X			VII.	President’s Report A. Announcements	14
X				B. Welcome from Campus Dean	15
X				C. German Students	16
			VIII	Operational Agenda	
		X		A. Action Agenda	18
		X		1. FY 2015-2016 Budget Revision #4	27
		X		2. FY 2016-2017 Budget Revision #1	36
				3. Resolution No. M-2016 B – Resolution Authorizing a Taxable Tax and Revenue Anticipation Promissory Note for Cash Flow Purposes in an Amount Not to Exceed \$5,000,000.	
	X			4. Resolution M-2016 A - Designation of Assistant, Associate, and Deputy Directors	57
	X			5. Resolution B-2016 C.1 & C.2 – Draft Lease Agreement Between The City of Kenosha, A Municipal Corporation, and Gateway Technical College For Land Located At 4940 88 th Avenue, Kenosha, WI 53144	59
				B. Consent Agenda	
				1. Finance	
				a) Financial Statement and Expenditures over \$2,500	87
				b) Cash and Investment Schedules	95
				2. Personnel Report	99
				3. Grant Awards	101
				4. Contracts for Instructional Delivery	103
				5. Advisory Committee Activity Report	110
				6. Annual Procurement Review	115
				7. New Apprentice Program Request – Press Set-Up Operator Apprentice	118
			IX.	Policy Governance Monitoring Reports	
	X			A. Ends Statement 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.	121
		X		2) Businesses benefit from a well-trained, educated workforce and access to customized business and workforce solutions that support a positive business climate. WAT Grants – Debbie Davidson and Kate Walker	
				B. Executive Limitations	123
				3.4 Budgeting/Forecasting – Tax Levy and Mill Rate Confirmation – Bill Whyte	
X			X.	Board Member Community Reports	125
X			XI.	Next Meeting Date and Adjourn A. Regular Meeting – Thursday, November 17, 2016 – 8:00 am, Kenosha T127	126
	X			B. Adjourn	

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Regular Meeting

Thursday, October 20, 2016 – 8:00 a.m.

Elkhorn Campus, Room 112/114

400 County Road H, Elkhorn, WI 53121

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

II. ROLL CALL

Ram Bhatia	_____
Ronald J. Frederick	_____
Gary Olsen	_____
Bethany Ormseth	_____
Kimberly Payne	_____
Scott Pierce	_____
Roger Zacharias	_____
Pamela Zenner-Richards	_____
William Duncan	_____

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. September 15, 2016 – Regular Meeting

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Regular Meeting

September 15, 2016

The Gateway Technical College District Board met on Thursday, September 15, 2016 at the Racine Campus, Room R301, 1001 S. Main Street, Racine, WI. The meeting was called to order at 8:00 am by William Duncan, Chairperson.

I. Call to Order

A. Open Meeting Compliance

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

II. Roll Call

Ram Bhatia	Present
Ronald J. Frederick	Present
Gary Olsen	Present
Bethany Ormseth	Present
Kimberly Payne	Present
Scott Pierce	Present
Roger Zacharias	Present
Pamela Zenner-Richards	Present
William Duncan	Present

Also in attendance were Bryan Albrecht, Kelly Bartlett, Elizabeth Allen and 25 citizens/reporters.

III. Approval of Agenda

- A. It was moved by R. Zacharias and seconded by P. Zenner-Richards and carried to approve the agenda.

IV. Approval of Minutes

- A. It was moved by R. Bhatia, seconded by S. Pierce and carried to approve the minutes of the August 18, 2016 Regular Meeting.

V. Citizen Comments

- A. No citizen comments were submitted.

VI. Chairperson's Report

A. Dashboard Report

- Student call nights helped to create an uptick in enrollment
- Secondary school administrator's breakfast is scheduled for September 29th.
- Closing of Sturtevant TID will generate additional funding for Gateway.

B. Board Evaluation Summary

- The big take away was that we have articulation agreements in place with many colleges and universities for specific disciplines and programs of study. This was news to me...great news as the agreements are another pathway for Gateway's students to pursue additional education. The agreement with Stritch was the highlight of the meeting. Kudos to all!!! I was especially pleased to see the Agreement between Gateway and Stritch for articulated classes between the two campuses. Congratulations to all who facilitated this Agreement.

C. President's Goals

- The President's Goals have been presented to all of the Trustees.

VII. President's Report

A. Announcements –

- Journey Members in Attendance:
- S. Sklba spoke about the Bee Open House. This was made possible by a donation from the Madrigrano family. The barn is located at Gateway's Center for Sustainable Living. Outreach to the community to offer education at the Bee Barn.
- S. Sklba spoke about Thelma Meyer's donation to Gateway's Vet Tech program. The lab is named after her parents.
- J. Finkenbie talked about high school partnerships.
- J. Robshaw mentioned expanding opportunities in VanGuard program.
- W. Whyte mentioned the upcoming Employee Learning Day.
- S. Sklba announced the 105th Anniversary party that will take place at 4:00 pm after Employee Learning Day.
- B. Albrecht thanked Gary Olsen for his leadership last year as the Board Chairperson. He also announced that Trustees Scott Pierce and Beth Ormseth completed their White Belt Certification.
- B. Albrecht congratulated Kimberly Payne and Jomarie Coloriano on their Women of Distinction Recognitions.
- D. Davidson introduced Thalia Mendez from the Launch Box located on the Racine Campus.
- T. Mendez updated the Trustees on events taking place at Launch Box. 28 new members since moving to the Racine Campus. Launch Box is successful and growing.

B. Update from Campus Dean

- R. Koukari welcomed the Trustees to the Racine Campus. An update was given on the campus construction. Staff and students are transitioning into the fall semester.

C. Job Placement

- J. Watson presented on Job Placement. Student Offerings include: Resume 101: Learn how to create a resume, Walk-in Resume Review: Drop in for a resume review, Proactive Job Search: Learn the art of a proactive job search and networking, Intro to LinkedIn: Learn how to set up profile and best practices, Job Fair Prep: Turn a job fair into a job offer, Interview Success: Learn how to prepare for job interview, Walk-in Mock Interviews: Practice interview skills and receive helpful feedback, Mock interviews with SharePoint students, 30 minute One on one with students, Behavioral based interview preparation, 2nd year in a row: Year 1 all hired (August 2015), Year 2 interviews in progress (August 2016), Students well prepared for interviews resulting in hires.

VIII. Operational Agenda

A. Action Agenda

1. Resolution No. F-2016-2017D.2 – Resolution Awarding the Sale of \$1,000,000 General Obligation Promissory Notes, Series 2016-2017D

The administration is recommending Board approval of a resolution awarding the sale of \$1,000,000 of General Obligation Promissory Notes, Series 2016-2017D for the public purpose of financing building remodeling and improvement projects.

Following discussion it was moved by S. Pierce, seconded by G. Olsen and carried by roll call vote to approve Resolution No. F-2016-2017D.2 – Resolution Awarding the Sale of \$1,000,000 General Obligation Promissory Notes, Series 2016-2017D

Aye: 8

Nay: 0

Abstaining: 1

2. Approval of President's Goals

Following discussion it was moved by P. Zenner-Richards, seconded by R. Bhatia and carried for Approval of President's Goals

Aye: 9

Nay: 0

Absent: 0

B. Consent Agenda

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

1. Finance
 - a) **Financial Statement and Expenditures over \$2,500:** Approved the financial statement and expenditures as of August 31, 2016.
 - b) **Cash and Investment Schedules:** Approved the monthly cash reconciliation, investment schedule and investment report.
2. **Personnel Report:** Approved the personnel report of three (3) new hires; four (4) promotions; one (1) retirement; no employment approvals-casual, non-instructional; and no employment approvals-adjunct faculty.
3. **Grants Awards:** Approved the grant awards for September 2016
4. **Contracts for Instructional Delivery:** Approved the contracts for instructional delivery report for August 2016
5. **Advisory Committee Activity Report:** Approved the advisory committee 2016-2017 meeting schedule and new members as of September 1, 2016
6. **Approval of BID:** Approved the following Bid
 - a) Bid No. 1517: Elkhorn South Building Re-Roof Project, Elkhorn Campus

IX. Policy Governance Monitoring Reports

A. 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. **1) Students demonstrate the knowledge and skills and self-confidence required for employability, career advancement, a global perspective, and lifelong learning.**

- Lindsey Kosman presented with students; Mary Hvizdak and Lynn Talarek on student clubs, organizations, training sessions, star and state ambassadors, and student related events. In 2015-16 fiscal year they organized 39 field trips, 31 conferences, and 24 events.

Following discussion, it was moved by S. Pierce, seconded by R. Zacharias and carried that this report is evidence that the college is making progress on Ends Policy #1.

B. Executive Limitations

Bill Whyte reports on 3.5 Financial Condition – FY 2015-16 Year-End Financial Review (unaudited).

Following discussion, it was moved by R. Bhatia, seconded by R. Zacharias and carried to approve 3.5 Financial Condition – FY 2015-16 Year-End Financial Review (unaudited).

X. Board Member Community Reports

- Ram Bhatia attended the policy planning meeting in August, the Foundation Board Meeting, the UGHS Career Fair, and is involved in the Seed Accelerator.

XI. Next Meeting Date and Adjourn

- A. Regular Meeting – Thursday, October 20, 2016, Elkhorn Campus, Room 112/114
- B. At approximately 9:50 a.m. it was moved by S. Pierce, seconded by P. Zenner-Richards and carried that the meeting was adjourned.

Submitted by,

Kimberly Payne
Secretary

V. CITIZEN COMMENTS

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

- VI. CHAIRPERSON'S REPORT
 - A. Dashboard Report
 - B. Board Evaluation Summary

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action _____
Information X
Discussion _____

CHAIRPERSON'S REPORT Dashboard Report

Governance Process:
Board Liaison:

Policy 1.2 – Governing Philosophy
William Duncan

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action _____
Information X
Discussion _____

CHAIRPERSON'S REPORT Board Evaluation Summary

Governance Process:
Board Liaison:

Policy 1.2 – Governing Philosophy
William Duncan

- VII. PRESIDENT'S REPORT
 - A. Announcements
 - B. Welcome from Campus Dean
 - C. German Students

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 **Welcome from Campus Dean**

Policy/Ends Statement: Policy 2.1

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action _____
Information X
Discussion _____

PRESIDENT'S REPORT German Students

Policy/Ends Statement: Policy 2.1

VIII. OPERATIONAL AGENDA

A. Action Agenda

1. FY 2015-2016 Budget Revision #4
2. FY 2016-2017 Budget Revision #1
3. Resolution No. M-2016 B – Resolution Authorizing a Taxable Tax and Revenue Anticipation Promissory Note for Cash Flow Purposes in an Amount Not to Exceed \$5,000,000.
4. Resolution M-2015 A - Designation of Assistant, Associate, and Deputy Directors
5. Resolution B-2016 C.1 & C.2 – Draft Lease Agreement Between The City of Kenosha, A Municipal Corporation, and Gateway Technical College For Land Located At 4940 88th Avenue, Kenosha, WI 53144

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call	_X_
Action	___
Information	___
Discussion	___

FY 2015-2016 BUDGET REVISION #4

Summary of Item:

The FY 2015-16 budget requires revisions in four separate funds. The Capital Fund revision reflects year-end revisions to balance the fund by function. Also included is a transfer of funds from DAAB to the Capital Fund. The Debt Service and Special Revenue – Operational Funds require a revision to ensure compliance of balancing by function. Lastly, a revision to the Special Revenue – Non Aidable Fund reflects a transfer of funds to the Capital Fund.

Reclassification

SPECIAL REVENUE--OPERATIONAL FUND

A budget revision is recommended to ensure compliance of balancing by function.

Uses

Instruction
Student Services

Increase/(Decrease)

\$ (335,000)
\$ 335,000

Reclassification

SPECIAL REVENUE – NON AIDABLE FUND

A budget revision is recommended to reflect a transfer of funds to the Capital Fund.

Resources

Transfer of Reserves

Increase/(Decrease)

\$ 125,000

Uses

Operating Transfers - Out

\$ 125,000

Reclassification

CAPITAL FUND

A budget revision is recommended to ensure compliance of balancing by function. Also, this reflects a transfer of funds from the Special Revenue – Non Aidable Fund.

Resources

State Aid
Institutional
Operating Transfers – In
Transfer from Reserves

Increase/(Decrease)

\$ 350,000
\$ 125,000
\$ 125,000
\$ 407,000

Uses

Instruction
Student Services
General Institutional
Physical Plant

\$ 420,000
\$ 10,000
\$ (108,000)
\$ 685,000

Reclassification

DEBT SERVICE FUND

A budget revision is recommended to ensure compliance of balancing by function.

Resources

Proceeds from Debt

Increase/(Decrease)

\$ 300,000

Uses

Physical Plant

\$ 300,000

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call X
Action
Information
Discussion

FY 2015-2016 BUDGET REVISION #4 (continued)

Attachment: FY 2015-2016 Budget Revision #4

Ends Statements / Executive Limitations: Budgeting/Forecasting Policy 3.4

Gateway Staff Liaison: William Whyte

Roll Call

Ram Bhatia
Ronald J. Frederick
Gary Olsen
Bethany Ormseth
Kimberly Payne
Scott Pierce
Roger Zacharias
Pamela Zenner-Richards
William Duncan

FY 2015-16 Budget Revision #4 – Oct 20 2016 Bd Mtg.docx 10/11/16

DISTRICT: GATEWAY

10/20/16

FUND: **COMBINED**

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE	-	-	
REVENUES			
TAX LEVY	\$ 30,323,961	\$ 30,323,961	\$ -
STATE AID	42,986,700	43,336,700	350,000
OTHER STATE	141,161	141,161	-
PROGRAM FEES	15,922,142	15,922,142	-
MATERIAL FEES	755,680	755,680	-
OTHER STUDENT FEES	3,190,172	3,190,172	-
INSTITUTIONAL	9,844,417	9,969,417	125,000
FEDERAL REVENUE	34,745,902	34,745,902	-
TOTAL REVENUE	137,910,135	138,385,135	475,000
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT	12,255,000	12,555,000	300,000
OPERATING TRANSFERS IN	1,800,000	1,925,000	125,000
TRANSFER FROM RESERVES	2,000,000	2,532,000	532,000
TOTAL RESOURCES	\$ 153,965,135	\$ 155,397,135	\$ 1,432,000
 <u>USES</u>			
INSTRUCTION	\$ 60,726,182	\$ 60,751,182	\$ 85,000
INSTR. RESOURCES	1,261,151	1,261,151	-
STUDENT SERVICES	51,831,234	52,176,234	345,000
GENERAL INSTITUTIONAL	11,908,955	11,850,955	(108,000)
PHYSICAL PLANT	25,213,513	26,208,513	985,000
AUXILIARY SERVICES	700,000	700,000	-
PUBLIC SERVICES	363,100	363,100	-
TOTAL EXPENDITURES	152,004,135	153,311,135	1,307,000
OTHER USES			
OPERATING TRANSFERS OUT	1,800,000	1,925,000	125,000
TRANSFER TO RESERVES	161,000	161,000	-
TOTAL USES	\$ 153,965,135	\$ 155,397,135	\$ 1,432,000

DISTRICT: GATEWAY

10/20/16

FUND: GENERAL

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 17,813,826	\$ 17,813,826	\$ -
STATE AID	38,434,135	38,434,135	-
OTHER STATE	141,161	141,161	-
PROGRAM FEES	15,922,142	15,922,142	-
MATERIAL FEES	755,680	755,680	-
OTHER STUDENT FEES	1,983,172	1,983,172	-
FEDERAL REVENUE	29,902	29,902	-
INSTITUTIONAL	3,678,847	3,678,847	-
TOTAL REVENUE	78,758,865	78,758,865	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN	-	-	-
TRANSFER FROM RESERVES	2,000,000	2,000,000	-
TOTAL RESOURCES	\$ 80,758,865	\$ 80,758,865	\$ -
<u>USES</u>			
INSTRUCTION	\$ 51,272,445	\$ 51,272,445	\$ -
INSTR. RESOURCES	1,256,151	1,256,151	-
STUDENT SERVICES	11,127,808	11,127,808	-
GENERAL INSTITUTIONAL	7,704,698	7,704,698	-
PHYSICAL PLANT	7,597,763	7,597,763	-
AUXILIARY SERVICES	-	-	-
PUBLIC SERVICES	-	-	-
TOTAL EXPENDITURES	78,958,865	78,958,865	-
OTHER USES			
OPERATING TRANSFERS - OUT	1,800,000	1,800,000	-
TRANSFER TO RESERVES	-	-	-
TOTAL USES	\$ 80,758,865	\$ 80,758,865	\$ -

DISTRICT: GATEWAY

10/20/16

FUND: SPECIAL REVENUE - OPERATIONAL FUND

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 2,149,135	\$ 2,149,135	\$ -
STATE AID	2,329,565	2,329,565	-
PROGRAM FEES			
MATERIAL FEES			
OTHER STUDENT FEES			
FEDERAL REVENUE	3,086,000	3,086,000	-
INSTITUTIONAL	391,570	391,570	-
TOTAL REVENUE	7,956,270	7,956,270	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN			
TRANSFER FROM RESERVES	0	0	
TOTAL RESOURCES	\$ 7,956,270	\$ 7,956,270	\$ -
 USES			
INSTRUCTION	\$ 5,115,407	\$ 4,780,407	\$ (335,000.00)
INSTR. RESOURCES			
STUDENT SERVICES	1,563,756	1,898,756	335,000
GENERAL INSTITUTIONAL	890,257	890,257	-
PHYSICAL PLANT	30,750	30,750	-
AUXILIARY SERVICES	-	-	-
PUBLIC SERVICES	356,100	356,100	-
TOTAL EXPENDITURES	7,956,270	7,956,270	-
OTHER USES			
OPERATING TRANSFERS - OUT	-	-	-
TRANSFER TO RESERVES	-	-	-
TOTAL USES	\$ 7,956,270	\$ 7,956,270	\$ -

DISTRICT: GATEWAY

10/20/16

FUND: SPECIAL REVENUE - NON AIDABLE

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY			
STATE AID	\$ 2,153,000	\$ 2,153,000	\$ -
PROGRAM FEES	-	-	
MATERIAL FEES	-	-	
OTHER STUDENT FEES	907,000	907,000	-
INSTITUTIONAL	5,314,000	5,314,000	-
FEDERAL REVENUE	31,560,000	31,560,000	-
TOTAL REVENUE	39,934,000	39,934,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN			
TRANSFER FROM RESERVES		125,000	125,000
TOTAL RESOURCES	\$ 39,934,000	\$ 40,059,000	\$ 125,000
 <u>USES</u>			
INSTRUCTION			
INSTR. RESOURCES			
STUDENT SERVICES	\$ 39,103,000	\$ 39,103,000	\$ -
GENERAL INSTITUTIONAL	831,000	831,000	-
PHYSICAL PLANT			
AUXILIARY SERVICES			
PUBLIC SERVICES			
TOTAL EXPENDITURES	39,934,000	39,934,000	-
OTHER USES			
OPERATING TRANSFERS - OUT	-	125,000	125,000
TRANSFER TO RESERVES			
TOTAL USES	\$ 39,934,000	\$ 40,059,000	\$ 125,000

DISTRICT: GATEWAY

10/20/16

FUND: CAPITAL PROJECTS

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY-(TIF Refund)	\$ -	\$ -	\$ -
STATE AID	70,000	420,000	350,000
PROGRAM FEES			
MATERIAL FEES			
OTHER STUDENT FEES			
FEDERAL REVENUE	70,000	70,000	-
INSTITUTIONAL	100,000	225,000	125,000
TOTAL REVENUE	240,000	715,000	475,000
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT	12,000,000	12,000,000	-
OPERATING TRANSFERS - IN	1,800,000	1,925,000	125,000
TRANSFER FROM RESERVES	0	407,000	407,000
TOTAL RESOURCES	\$ 14,040,000	\$ 15,047,000	\$ 1,007,000
 <u>USES</u>			
INSTRUCTION	\$ 4,278,330	4,698,330	\$ 420,000
INSTR. RESOURCES	5,000	5,000	-
STUDENT SERVICES	36,670	46,670	10,000
GENERAL INSTITUTIONAL	2,533,000	2,425,000	(108,000)
PHYSICAL PLANT	7,180,000	7,865,000	685,000
AUXILIARY SERVICES			
PUBLIC SERVICES	7,000	7,000	-
TOTAL EXPENDITURES	14,040,000	15,047,000	1,007,000
OTHER USES			
OPERATING TRANSFERS - OUT			
TRANSFER TO RESERVES	-	-	-
TOTAL USES	\$ 14,040,000	\$ 15,047,000	\$ 1,007,000

DISTRICT: GATEWAY

10/20/16

FUND: DEBT SERVICE

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 10,316,000	\$ 10,316,000	\$ -
STATE AID			
OTHER STATE			
PROGRAM FEES			
MATERIAL FEES			
OTHER STUDENT FEES			
INSTITUTIONAL	5,000	5,000	-
FEDERAL REVENUE			
TOTAL REVENUE	10,321,000	10,321,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT	255,000	555,000	300,000
OPERATING TRANSFERS - IN			
TRANSFER FROM RESERVES			
TOTAL RESOURCES	\$ 10,576,000	\$ 10,876,000	\$ 300,000
 <u>USES</u>			
INSTRUCTION			
INSTR. RESOURCES			
STUDENT SERVICES			
GENERAL INSTITUTIONAL			
PHYSICAL PLANT	\$ 10,415,000	\$ 10,715,000	\$ 300,000
AUXILIARY SERVICES			
PUBLIC SERVICES			
TOTAL EXPENDITURES	10,415,000	10,715,000	300,000
OTHER USES			
OPERATING TRANSFERS - OUT			
TRANSFER TO RESERVES	161,000	161,000	-
TOTAL USES	\$ 10,576,000	\$ 10,876,000	\$ 300,000

DISTRICT: GATEWAY

10/20/16

FUND: ENTERPRISE FUND

<u>RESOURCES</u>	CURRENT BUDGET ADOPTED 04/14/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 45,000	\$ 45,000	\$ -
STATE AID			
PROGRAM FEES			
MATERIAL FEES			
OTHER STUDENT FEES	300,000	300,000	-
INSTITUTIONAL	355,000	355,000	-
FEDERAL REVENUE			
TOTAL REVENUE	700,000	700,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN			
TRANSFER FROM RESERVES			
TOTAL RESOURCES	\$ 700,000	\$ 700,000	\$ -
<u>USES</u>			
INSTRUCTION			
INSTR. RESOURCES			
STUDENT SERVICES			
GENERAL INSTITUTIONAL			
PHYSICAL PLANT			
AUXILIARY SERVICES	\$ 700,000	\$ 700,000	\$ -
PUBLIC SERVICES			
TOTAL EXPENDITURES	700,000	700,000	-
OTHER USES			
OPERATING TRANSFERS - OUT	-	-	-
TRANSFER TO RESERVES	-	-	-
TOTAL USES	\$ 700,000	\$ 700,000	\$ -

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call X
 Action ___
 Information ___
 Discussion ___

FY 2016-2017 BUDGET REVISION #1

Summary of Item:

The FY 2016-17 budget requires revisions in the General and Capital Funds. A revision in the General Fund will reflect final Net New Construction, an adjustment to Tuition and Fees, and an allocation of reserves within the General Fund and made to the Capital Fund. A revision in the Capital Fund will reflect a transfer of reserves from the General Fund.

Budget Modification

GENERAL FUND

A revision in the General Fund will reflect final Net New Construction, an adjustment to Tuition and Fees, and an allocation of reserves within the General Fund and made to the Capital Fund.

Resources

Local Government	\$ 264,245
Other State Aids	\$ (29,322)
Program Fees	\$ (783,807)
Material Fees	\$ (37,200)
Other Student Fees	\$ (97,627)
Transfer from Reserves	\$ 3,275,000

Increase/(Decrease)

Uses

Instruction	\$ (833,711)
Student Services	\$ 225,000
Operating Transfers - Out	\$ 3,200,000

Reclassification

GENERAL FUND

A budget revision is recommended to reflect the reclassification of General Fund Reserves to a Reserve for Post-Employment Benefits.

Resources / Revenues

Transfer from Reserves	\$ 250,000
------------------------	------------

Increase/(Decrease)

Uses / Expenditures

Transfer to Reserve for Post Employment Benefits	\$ 250,000
--	------------

Budget Modifications

CAPITAL FUND

A revision in the Capital Fund will reflect a transfer of reserves from the General Fund.

Resources

Operating Transfer – In	\$ 3,200,000
Transfer from Reserves	\$ 125,000

Increase/(Decrease)

Uses

Instruction	\$ 1,150,000
General Institutional	\$ 175,000
Physical Plant	\$ 2,000,000

Attachment:

FY 2016-2017 Budget Revision #1

Ends Statements / Executive Limitations:

Budgeting/Forecasting Policy 3.4

Gateway Staff Liaison:

William Whyte

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call X
Action
Information
Discussion

FY 2016-2017 BUDGET REVISION #1 (continued)

Roll Call

Ram Bhatia
Ronald J. Frederick
Gary Olsen
Bethany Ormseth
Kimberly Payne
Scott Pierce
Roger Zacharias
Pamela Zenner-Richards
William Duncan

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: COMBINED

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE	-	-	
REVENUES			
TAX LEVY	\$ 31,539,031	\$ 31,803,276	\$ 264,245
STATE AID	42,646,914	42,646,914	-
OTHER STATE	147,069	117,747	(29,322)
PROGRAM FEES	15,676,145	14,892,338	(783,807)
MATERIAL FEES	744,005	706,805	(37,200)
OTHER STUDENT FEES	3,022,532	2,924,905	(97,627)
INSTITUTIONAL	8,291,070	8,291,070	-
FEDERAL REVENUE	29,430,229	29,430,229	-
TOTAL REVENUE	131,496,995	130,813,284	(683,711)
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT	14,355,000	14,355,000	-
OPERATING TRANSFERS IN	-	-	3,200,000
TRANSFER FROM RESERVES	283,700	283,700	3,650,000
TOTAL RESOURCES	\$ 146,135,695	\$ 145,451,984	\$ 6,166,289
 <u>USES</u>			
INSTRUCTION	\$ 57,906,434	\$ 58,222,723	\$ 316,289
INSTR. RESOURCES	1,363,481	1,363,481	-
STUDENT SERVICES	47,160,703	47,385,703	225,000
GENERAL INSTITUTIONAL	10,930,194	11,105,194	175,000
PHYSICAL PLANT	27,620,783	29,620,783	2,000,000
AUXILIARY SERVICES	650,000	650,000	-
PUBLIC SERVICES	376,100	376,100	-
TOTAL EXPENDITURES	146,007,695	148,723,984	2,716,289
OTHER USES			
OPERATING TRANSFERS OUT	-	-	3,200,000
TRANSFER TO RESERVES	128,000	128,000	250,000
TOTAL USES	\$ 146,135,695	\$ 148,851,984	\$ 6,166,289

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: GENERAL

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 18,313,826	\$ 18,578,071	\$ 264,245
STATE AID	38,528,227	38,528,227	
OTHER STATE	147,069	117,747	(29,322)
PROGRAM FEES	15,676,145	14,892,338	(783,807)
MATERIAL FEES	744,005	706,805	(37,200)
OTHER STUDENT FEES	1,952,532	1,854,905	(97,627)
FEDERAL REVENUE	29,935	29,935	
INSTITUTIONAL	3,652,970	3,652,970	
TOTAL REVENUE	79,044,709	78,360,998	(683,711)
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN	-		
TRANSFER FROM RESERVES	0		3,525,000
TOTAL RESOURCES	\$ 79,044,709	\$ 78,360,998	\$ 2,841,289
 <u>USES</u>			
INSTRUCTION	\$ 51,225,248	\$ 50,391,537	\$ (833,711)
INSTR. RESOURCES	1,263,481	1,263,481	
STUDENT SERVICES	11,178,180	11,403,180	225,000
GENERAL INSTITUTIONAL	7,753,487	7,753,487	
PHYSICAL PLANT	7,624,313	7,624,313	
AUXILIARY SERVICES	-	-	
PUBLIC SERVICES	-	-	
TOTAL EXPENDITURES	79,044,709	78,435,998	(608,711)
OTHER USES			
OPERATING TRANSFERS - OUT			3,200,000
TRANSFER TO RESERVES			250,000
TOTAL USES	\$ 79,044,709	\$ 78,435,998	\$ 2,841,289

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: SPECIAL REVENUE - OPERATIONAL FUND

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 2,099,205	\$ 2,099,205	\$ -
STATE AID	1,811,687	1,811,687	
PROGRAM FEES	-	-	
MATERIAL FEES	-	-	
OTHER STUDENT FEES	-	-	
FEDERAL REVENUE	2,367,294	2,367,294	
INSTITUTIONAL	408,100	408,100	
TOTAL REVENUE	6,686,286	6,686,286	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN	-	-	
TRANSFER FROM RESERVES	136,700	136,700	
TOTAL RESOURCES	\$ 6,822,986	\$ 6,822,986	\$ -
 <u>USES</u>			
INSTRUCTION	\$ 3,681,186	\$ 3,681,186	\$ -
INSTR. RESOURCES	-	-	
STUDENT SERVICES	2,113,523	2,113,523	
GENERAL INSTITUTIONAL	670,707	670,707	
PHYSICAL PLANT	1,470	1,470	
AUXILIARY SERVICES	-	-	
PUBLIC SERVICES	356,100	356,100	
TOTAL EXPENDITURES	6,822,986	6,822,986	-
OTHER USES			
OPERATING TRANSFERS - OUT		-	
TRANSFER TO RESERVES			
TOTAL USES	\$ 6,822,986	\$ 6,822,986	\$ -

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: SPECIAL REVENUE - NON AIDABLE

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY			
STATE AID	\$ 2,157,000	\$ 2,157,000	\$ -
PROGRAM FEES	-	-	
MATERIAL FEES	-	-	
OTHER STUDENT FEES	790,000	790,000	
INSTITUTIONAL	3,798,000	3,798,000	
FEDERAL REVENUE	26,933,000	26,933,000	
TOTAL REVENUE	33,678,000	33,678,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN			
TRANSFER FROM RESERVES	147,000	147,000	
TOTAL RESOURCES	\$ 33,825,000	\$ 33,825,000	\$ -
 <u>USES</u>			
INSTRUCTION			
INSTR. RESOURCES			
STUDENT SERVICES	\$ 33,819,000	\$ 33,819,000	\$ -
GENERAL INSTITUTIONAL	6,000	6,000	-
PHYSICAL PLANT	-	-	
AUXILIARY SERVICES	-	-	
PUBLIC SERVICES	-	-	
TOTAL EXPENDITURES	33,825,000	33,825,000	-
OTHER USES			
OPERATING TRANSFERS - OUT	-	-	-
TRANSFER TO RESERVES			
TOTAL USES	\$ 33,825,000	\$ 33,825,000	\$ -

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: CAPITAL PROJECTS

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY-(TIF Refund)	\$ -	\$ -	\$ -
STATE AID	150,000	150,000	
PROGRAM FEES	-	-	
MATERIAL FEES	-	-	
OTHER STUDENT FEES	-	-	
FEDERAL REVENUE	100,000	100,000	
INSTITUTIONAL	100,000	100,000	
TOTAL REVENUE	350,000	350,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT	14,000,000	14,000,000	
OPERATING TRANSFERS - IN			3,200,000
TRANSFER FROM RESERVES			125,000
TOTAL RESOURCES	\$ 14,350,000	\$ 14,350,000	\$ 3,325,000
 <u>USES</u>			
INSTRUCTION	\$ 3,000,000	\$ 4,150,000	\$ 1,150,000
INSTR. RESOURCES	100,000	100,000	-
STUDENT SERVICES	50,000	50,000	-
GENERAL INSTITUTIONAL	2,500,000	2,675,000	175,000
PHYSICAL PLANT	8,680,000	10,680,000	2,000,000
AUXILIARY SERVICES	-	-	-
PUBLIC SERVICES	20,000	20,000	-
TOTAL EXPENDITURES	14,350,000	17,675,000	3,325,000
OTHER USES			
OPERATING TRANSFERS - OUT		-	-
TRANSFER TO RESERVES	-	-	-
TOTAL USES	\$ 14,350,000	\$ 17,675,000	\$ 3,325,000

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: DEBT SERVICE

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 11,081,000	\$ 11,081,000	\$ -
STATE AID	-	-	
OTHER STATE	-	-	
PROGRAM FEES	-	-	
MATERIAL FEES	-	-	
OTHER STUDENT FEES	-	-	
INSTITUTIONAL	7,000	7,000	-
FEDERAL REVENUE	-	-	
TOTAL REVENUE	11,088,000	11,088,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT	355,000.00	355,000	
OPERATING TRANSFERS - IN	-	-	
TRANSFER FROM RESERVES			
TOTAL RESOURCES	\$ 11,443,000	\$ 11,443,000	\$ -
 <u>USES</u>			
INSTRUCTION			
INSTR. RESOURCES			
STUDENT SERVICES			
GENERAL INSTITUTIONAL			
PHYSICAL PLANT	\$ 11,315,000	\$ 11,315,000	\$ -
AUXILIARY SERVICES	-	-	
PUBLIC SERVICES	-	-	
TOTAL EXPENDITURES	11,315,000	11,315,000	-
OTHER USES			
OPERATING TRANSFERS - OUT	-	-	
TRANSFER TO RESERVES	128,000	128,000	-
TOTAL USES	\$ 11,443,000	\$ 11,443,000	\$ -

FISCAL YEAR: 2016-17

DISTRICT: GATEWAY

10/12/16

FUND: ENTERPRISE FUND

<u>RESOURCES</u>	ORIGINAL BUDGET ADOPTED 05/12/16	MODIFIED BUDGET ADOPTED 10/20/16	CHANGE
DESIGNATED FUND BALANCE			
REVENUES			
TAX LEVY	\$ 45,000	\$ 45,000	\$ -
STATE AID	-	-	
PROGRAM FEES	-	-	
MATERIAL FEES	-	-	
OTHER STUDENT FEES	280,000	280,000	
INSTITUTIONAL	325,000	325,000	
FEDERAL REVENUE	-	-	
TOTAL REVENUE	650,000	650,000	-
OTHER FUNDING SOURCES			
PROCEEDS FROM DEBT			
OPERATING TRANSFERS - IN			
TRANSFER FROM RESERVES			
TOTAL RESOURCES	\$ 650,000	\$ 650,000	\$ -
<u>USES</u>			
INSTRUCTION			
INSTR. RESOURCES			
STUDENT SERVICES			
GENERAL INSTITUTIONAL			
PHYSICAL PLANT			
AUXILIARY SERVICES	\$ 650,000	\$ 650,000	\$ -
PUBLIC SERVICES	-	-	
TOTAL EXPENDITURES	650,000	650,000	-
OTHER USES			
OPERATING TRANSFERS - OUT	-	-	-
TRANSFER TO RESERVES	-	-	-
TOTAL USES	\$ 650,000	\$ 650,000	\$ -

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call X
Action
Information
Discussion

RESOLUTION NO. M-2016 B

**Resolution Authorizing A Taxable Tax and Revenue Anticipation
Promissory Note for Cash Flow Purposes in An Amount Not to Exceed
\$5,000,000**

Summary of Item: The administration is recommending Board approval of a resolution authorizing the short-term borrowing (if needed) of an amount not to exceed \$5,000,000.

Cash flow projections show a potential need for short-term borrowing due mainly to changes from Act 145. The resolution will authorize the administration to establish a line of credit with its current bank, Wells Fargo Bank, N.A., if the need arises.

Attachments: Resolution M-2016 B - Resolution Authorizing a Taxable Tax and Revenue Anticipation Promissory Note for Cash Flow Purposes in an Amount Not to Exceed \$5,000,000 with Exhibits A-1, B-1, C-1, D-1
Graph - Operating Cash Forecast FY 2016-17

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

Staff Liaison: William Whyte

ROLL CALL

Ram Bhatia	<u> </u>	Roger Zacharias	<u> </u>
Ronald J. Frederick	<u> </u>	Pamela Zenner-Richards	<u> </u>
Gary Olsen	<u> </u>	William Duncan	<u> </u>
Bethany Ormseth	<u> </u>		
Kimberly Payne	<u> </u>		
Scott Pierce	<u> </u>		

Top822.docx 10/11/16

RESOLUTION NO. M-2016 B

RESOLUTION AUTHORIZING A TAXABLE TAX AND REVENUE ANTICIPATION
PROMISSORY NOTE FOR CASH FLOW PURPOSES
IN AN AMOUNT NOT TO EXCEED \$5,000,000.00

(Taxable Revolving Line of Credit)

WHEREAS, the Gateway Technical College District, Wisconsin (the "District"), may be in temporary need of funds from time to time in an amount not to exceed \$5,000,000.00 outstanding at any one time to meet the immediate expenses of operating and maintaining the public instruction in the District during the current school year (the "Expenses");

WHEREAS, the technical colleges are authorized by the provisions of Section 67.12(8m), Wisconsin Statutes, to borrow money for such Expenses;

WHEREAS, Wells Fargo Bank, National Association, Racine, Wisconsin (the "Bank") has agreed to provide the District with a taxable revolving line of credit (the "Line of Credit") to cover such Expenses which Line of Credit shall be authorized by this Resolution in accordance with the provisions of Section 67.12(8m), Wisconsin Statutes;

WHEREAS, as required by Section 67.12(8m), Wisconsin Statutes, the total amount borrowed pursuant to the Line of Credit shall be for the purpose of meeting the immediate expenses of operating and maintaining the public instruction in the District during the current school year, and together with any other borrowings for such purposes during the current school year, shall not exceed one-half of the estimated receipts for the operation and maintenance of the District for the current school year as heretofore certified by the District Secretary;

WHEREAS, any draws or disbursements pursuant to the Line of Credit shall be made on or before June 30 of the current school year and the Line of Credit shall repaid in full by November 1 of the next school year; and

WHEREAS, the tax for the operation and maintenance of the schools of the District for the current school year has been voted to be collected on the next tax roll prior to any draw or disbursement on the Line of Credit;

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

1. **Authorization.** The District be authorized to borrow funds for the purpose of paying the immediate expenses of operating and maintaining the public instruction in the District pursuant to Section 67.12(8m), Wisconsin Statutes, from the Bank from time to time as needed pursuant to the Line of Credit so that the amount outstanding at any one time does not exceed \$5,000,000.00 in accordance with the terms and conditions of the Bank's credit commitment letter, which is attached hereto as Exhibit A-1 (the "Commitment").

2. **Terms of the Note(s).** To evidence such borrowing, the District Chairperson and District Secretary are hereby authorized, empowered and directed to make, execute, issue, sell

and deliver to the Bank, as set forth below, for and on behalf of the District, its Taxable Tax and Revenue Anticipation Promissory Note (the "Note") payable to the Bank.

The Note shall be dated as of its date of issuance; shall bear interest at the rate of Wells Fargo Prime -.30% floating with a floor rate of 4.00%, not to exceed 10.0% per annum pursuant to the formula set forth on the Commitment from its dated date until paid; and shall mature no later than November 1, 2017. In no event will the interest rate on the Note exceed the rate permitted by applicable law. Interest on the Note shall be paid from the date of the Note monthly on the last business day of the month until the Note is repaid or matures. The Note is subject to optional redemption at the option of the District at any time.

A commitment fee of \$2,500.00 will be paid by the District to the Bank.

3. **Irrepealable Tax; Segregated Fund; Compliance With Revenue Limits.** So long as the Note, or interest thereon, remain unpaid, the aforesaid tax for operation and maintenance of the District (including the amount budgeted to pay interest on the Note) shall be and continues irrepealable. The District shall segregate in a special fund, tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Note as the same becomes due. Said special fund shall be used for the sole purpose of paying the principal of and interest on the Note. If there shall be insufficient sums in said special fund to meet such payments, the District shall promptly pay the same when due from other monies available in or attributable to the current school year. This covenant specifically includes monies (i.e. deferred tax and state aid payments) attributable to the current school year which are not received prior to the end of the current school year.

4. **Form, Execution and Payment of Note; Disbursement Requests.** The Note shall be issued as a master note and delivered to the Bank in substantially the form attached hereto as Exhibit B-1 (the "Master Note"). Any disbursements under the Master Note shall be made pursuant to a disbursement request in substantially the form attached hereto as Exhibit C-1 (the "Disbursement Request"). The Master Note and any Disbursement Requests shall be executed on behalf of the District by the District Chairperson and District Secretary, or other officer authorized to sign on their behalf, sealed with its official or corporate seal, if any, and delivered to the Bank. A facsimile signature of either of the officers may be imprinted on the Master Note in lieu of the manual signature of such officer, but unless the District has contracted with a fiscal agent under Section 67.10(2), Wisconsin Statutes, at least one of the signatures shall be manual. In the event that any of the officers whose signatures appear on the Master Note shall cease to be such officers before the delivery of the Master Note or any Disbursement Note, such signatures shall, nevertheless, be valid and sufficient for the purposes to the same extent as if they remained in office until such delivery. The Master Note and any Disbursement Request shall be payable in lawful money of the United States of America by the District Secretary or District Treasurer.

5. **Certification and Draw Request; Disbursement.** The appropriate officers and agents are hereby authorized and directed to present any certifications or other documents requested by the Bank at the times amounts are borrowed pursuant to this Resolution. Each draw or disbursement under the Master Note shall be evidenced by a Disbursement Request to be delivered to the Bank.

6. **Summary of Disbursements.** The District hereby directs the Bank to keep a record of the amounts disbursed pursuant to this Resolution and any Disbursement Request on Exhibit D-1.

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

Adopted and recorded this 20nd day of October, 2016.

By: _____
William Duncan
District Chairperson

(SEAL)

And: _____
Kimberly Payne
District Secretary

EXHIBIT A-1

Credit Commitment Letter

[To be provided by the Bank]

EXHIBIT B-1

(Master Note)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
GATEWAY TECHNICAL COLLEGE DISTRICT

TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTE

DATED OCTOBER __, 2016

MASTER NOTE

FOR VALUE RECEIVED, the Gateway Technical College District, Wisconsin (the "District") hereby acknowledges itself to owe and promises to pay in lawful money of the United States of America to Wells Fargo Bank, National Association, Racine, Wisconsin or registered assigns (the "Bank"), on or before November 1, 2017 (the "Maturity Date"), the sum of not to exceed Five Million and no/100 DOLLARS (\$5,000,000.00), (but only so much as shall have been advanced and remain outstanding) together with interest on the unpaid principal balance from the respective dates the outstanding principal amounts were advanced at the variable rate of Wells Fargo Prime Rate (the "Index") and a spread of -0.300% pursuant to the formula set forth on the Commitment from its dated date until paid, which rate will be adjusted from time to time as prime rate changes. Notwithstanding the foregoing, at no time shall the interest rate on this Master Note (this "Note") be less than four percent (4%) or exceed ten percent (10%). The Wells Fargo Prime Rate is the Prime Rate set by Wells Fargo Bank, National Association from time to time which serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto. Each change in the Index shall become effective on the date of each change in the Prime Rate. The interest rate will change as and when the Index changes. Interest will be calculated as described above. Moreover, in no event will the interest rate on this Note exceed the rate permitted by applicable law. Interest shall be payable monthly on the last business day of the month during the time any disbursement or draw remains outstanding.

If Bank fails for any reason to timely or properly adjust the interest rate or payment amount and Bank may retroactively adjust the interest rate to correct the oversight and/or reamortize and adjust the payment amount at any subsequent time during the term of the Note as may be necessary. In no event shall Bank's failure to properly adjust the interest rate or payment amount result in forgiveness of any portion of the indebtedness.

This is a revolving Note so principal can be drawn and repaid in any amounts and/or at any time prior to the Maturity date; provided, however, that no draws be made after June 30, 2017. Disbursements of the proceeds of this Note shall be made by the Bank to the District from time to time within two (2) business days after the receipt of one or more Disbursement Requests in the form attached to the Resolution as Exhibit B-1. During the term of this Master Note, multiple disbursements may be made so long as the total amount outstanding at any time during the term of this Note does not exceed Five Million and no/100 DOLLARS (\$5,000,000.00). The Bank shall

record such disbursements and corresponding principal repayment schedule on a cumulative basis in the format attached to the Resolution Exhibit C-1.

The principal and interest on this Note will be paid by the District Secretary or District Treasurer at the District office: 3520 – 30th Avenue, Kenosha, WI 53144. The outstanding principal balance of this Note shall bear interest (computed on the basis of a 360-day year, actual days elapsed) at a rate per annum set forth above. Interest shall be computed on an actual/360 simple interest basis; that is, by multiplying the applicable interest rate, times the outstanding principal balance, times the actual number of days the principal is outstanding and dividing by a year of 360 days.

Default Interest. In the event the District fails to make principal or interest payments when due, a default rate will be in effect, this Note shall bear interest at an increased rate per annum equal to four percent (4%) above the rate of interest from time to time applicable on this Note. However, the total interest rate including the default rate shall not exceed ten percent (10%).

Late Charge. For each payment of principal, interest, and/or fees which has not been paid in full within fifteen days after its date due, District will pay to Bank a late charge of \$15.00 or five percent (5%) of the amount due, whichever is greater. District acknowledges and agrees that the amount of this late fee is reasonable with respect to this Note, taking into account Bank's expectation of timely receipt of payments with regard to the favorable pricing of this Note, and the operational, administrative and regulatory burdens flowing from late payments and delinquencies. To the extent this late fee or any other fee or charge set forth in this Note may be prohibited or exceed any limit provided by any present or future applicable law, such fee or charge shall be reduced to the maximum amount allowed.

Borrowing and Repayment. The District may from time to time during the term of this Note borrow, partially or wholly repay its outstanding borrowings, and reborrow, subject to all of the limitations, terms and conditions of this Note and of any document executed in connection with or governing this Note; provided however, that the total outstanding borrowings under this Note shall not at any time exceed the principal amount stated above. The unpaid principal balance of this obligation at any time shall be the total amounts advanced hereunder by the holder hereof less the amount of principal payments made hereon by or for District. The principal balance of this Note shall be due and payable in full on the Maturity Date. This Note may be prepaid by the District at any time without penalty. Each payment made on this Note shall be credited first, to any interest then due; second, to the outstanding principal balance hereof; and third, to any late charges.

Events of Default. Any default in the payment or performance of any obligation under this Note or any event of default listed below, shall constitute an "Event of Default" under this Note. Each of the following constitutes an "Event of Default" that, should it occur, would cause the District to be in default of this Note: (a) District fails to pay any principal, interest, fees, or charges when due under the terms of the Line of Credit or Note; (b) District fails to comply with any applicable term, condition, agreement or covenant of the Line of Credit or Note; and (c) any representation, warranty, or financial statement made in connection with the Line of Credit or Note by District is incorrect, false or misleading in any material respect when made or furnished.

Remedies. Upon the occurrence of any Event of Default, the holder of this Note, at the holder's option, may declare all sums of principal and interest outstanding hereunder to be immediately due and payable without presentment, demand, notice of nonperformance, notice of protest, protest or notice of dishonor, all of which are expressly waived by District, and the obligation, if any, of the holder to extend any further credit hereunder shall immediately cease and terminate. The District shall pay to the holder immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the holder's in-house counsel), expended or incurred by the holder in connection with the enforcement of the holder's rights and/or the collection of any amounts which become due to the holder under this Note, and the prosecution or defense of any action in any way related to this Note, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to District or any other person or entity.

Bank shall have all rights, powers and remedies available accorded by law, including without limitation the right to resort to any or all security for any credit subject hereto and to exercise any or all of the rights of a beneficiary or secured party pursuant to applicable law. All rights, powers and remedies of Bank may be exercised at any time by Bank and from time to time after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

No delay, failure or discontinuance of Bank in exercising any right, power or remedy under this Line of Credit and Note shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by Bank of any breach of or default under any of the Line of Credit and Note must be in writing and shall be effective only to the extent set forth in such writing.

Automatic Debit of Payments. The District agrees to maintain Districts' deposit account with Bank, from which Bank is authorized to debit loan payments, fees and such other sums as may be payable under the Line of Credit and Note as they become due with respect to this loan and any renewals and extensions of this loan, and shall keep such deposit account in good standing at all times. This authorization shall remain in full force and effect until discontinued by Bank, or until written revocation from District has been received and processed by Bank at the Bank's address of WELLS FARGO BANK, NATIONAL ASSOCIATION, c/o 100 E. Wisconsin Ave. Suite 1680, Milwaukee, WI 53202. If this authorization is revoked, or if the account is not maintained in good standing, or if Bank is not able to collect such amounts from the account as they become due for any reason, then Bank may increase the pre-maturity interest rate applicable to this Note immediately and without notice by one quarter percent (1/4%).

Primary Deposit Account. The District agrees to maintain District's primary deposit account with Bank or any banking affiliate of Bank and keep such account at all times in good standing. If District does not maintain a separate deposit account for its operations, but rather its operations are primarily administered through a deposit account of District's parent or affiliate,

then District agrees to cause such parent or affiliate to maintain its primary deposit account with Bank or any banking affiliate of Bank. As used herein, "primary deposit account" means the deposit account into which substantially all of the receipts from the operations of District, or of District's parent or affiliate if applicable, are deposited and from which substantially all of its disbursements for its operations are made.

Application of Payments. Notwithstanding any provision to the contrary, unless otherwise agreed, all sums received from the District may be applied to interest, fees, principal, or any other amount due to the Bank in any order at Bank's sole discretion. If a final payment amount is set out in the Line of Credit Note, District understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors

Representations and Warranties

District makes the following representations and warranties to Bank, which representations and warranties shall survive the execution of this Note and shall continue in full force and effect until the full and final payment, and satisfaction and discharge, of all obligations of District to Bank subject to this Note.

a) Legal Status. District is a technical college of the state, duly organized and existing and in good standing under the laws of the State of Wisconsin, and is qualified or licensed to do business in all jurisdictions in which such qualification or licensing is required or in which the failure to so qualify or to be so licensed could have a material adverse effect on District.

b) Authorization and Validity. This Note and any other document required hereby or at any time hereafter delivered to Bank in connection herewith (collectively, the "Loan Documents") have been duly authorized, and upon their execution and delivery in accordance with the provisions hereof will constitute legal, valid and binding agreements and obligations of District or the party which executes the same, enforceable in accordance with their respective terms.

c) No Violation. The execution, delivery and performance by District of each of the Loan Documents do not violate any provision of any law or regulation, or contravene any provision of the or Bylaws of District, or result in any breach of or default under any contract, obligation, indenture or other instrument to which District is a party or by which District may be bound.

d) Litigation. There are no pending, or to the best of District's knowledge threatened, actions, claims, investigations, suits or proceedings by or before any governmental authority, arbitrator, court or administrative agency which could have a material adverse effect on the financial condition or operation of District other than those disclosed by District to Bank in writing prior to the date hereof.

e) Correctness of Financial Statements. The annual financial statement of District dated June 30, 2015, and all interim financial statements delivered to Bank since said date, true copies of which have been delivered by District to Bank prior to the date hereof, (a) are complete and correct and present fairly the financial condition of District, (b) disclose all liabilities of District that are required to be reflected or reserved against under generally accepted accounting principles, whether liquidated or unliquidated, fixed or contingent, and (c) have been prepared in accordance with generally accepted accounting principles consistently applied. Since the dates of

such financial statements there has been no material adverse change in the financial condition of District, nor has District mortgaged, pledged, granted a security interest in or otherwise encumbered any of its assets or properties except in favor of Bank or as otherwise permitted by Bank in writing.

No Subordination. There is no agreement, indenture, contract or instrument to which District is a party or by which District may be bound that requires the subordination in right of payment of any of District's obligations subject to this Note to any other obligation of District.

Other Obligations. District is not in default on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation.

Affirmative Covenants.

District covenants that so long as Bank remains committed to extend credit to District pursuant hereto, or any liabilities (whether direct or contingent, liquidated or unliquidated) of District to Bank under the Note remain outstanding, and until payment in full of all obligations of District subject hereto, District shall, unless Bank otherwise consents in writing:

a) Punctual Payments. Punctually pay all principal, interest, fees or other liabilities due under the Note at the times and place and in the manner specified therein, and immediately upon demand by Bank, pay the amount by which the outstanding principal balance of any credit subject hereto at any time exceeds any limitation on borrowings applicable thereto.

b) Accounting Records. Maintain adequate books and records in accordance with generally accepted accounting principles consistently applied, and permit any representative of Bank, at any reasonable time, to inspect, audit and examine such books and records, to make copies of the same, and to inspect the properties of District.

c) Financial Statements. All information furnished by District to Bank in connection with the application for credit was true and accurate in every material respect as of the date the information was furnished, and no material facts were omitted so as to make the information incomplete or misleading. There has been no material adverse change to District's financial condition since the date of the most recent submitted statement. District agrees to provide to Bank, upon request, financial statements prepared in a manner and form acceptable to Bank, and copies of such tax returns and other financial information and statements as may be requested by Bank. Financial statements and tax returns submitted to Bank shall be signed and dated by District and any other party preparing such financial statements or tax returns, or otherwise authenticated to Bank's satisfaction. Each financial statement shall give an accurate and complete picture of District's financial condition as of the statement's date, with ownership accurately reflected. District shall also furnish such other information regarding District, District's business operations, the Collateral, and the use of loan proceeds as may be requested by Bank. District warrants that all financial statements and information provided to Bank are and will be accurate, correct and complete.

d) Compliance. Preserve and maintain all licenses, permits, governmental approvals, rights, privileges and franchises necessary for the conduct of its business; and comply with the provisions of all documents pursuant to which District is organized and/or which govern District's continued existence and with the requirements of all laws, rules, regulations and orders of any governmental authority applicable to District and/or its business.

e) Insurance. Maintain and keep in force, for each business in which District is engaged, insurance of the types and in amounts customarily carried by similar technical college districts, including but not limited to fire, extended coverage, public liability, flood, property damage and workers' compensation, with all such insurance carried with companies and in amounts satisfactory to Bank, and deliver to Bank from time to time at Bank's request schedules setting forth all insurance then in effect.

f) Facilities. Keep all properties useful or necessary to District's business in good repair and condition, and from time to time make necessary repairs, renewals and replacements thereto so that such properties shall be fully and efficiently preserved and maintained.

g) Taxes and Other Liabilities. Pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real or personal, including without limitation federal and state income taxes and state and local property taxes and assessments, except (a) such as District may in good faith contest or as to which a bona fide dispute may arise, and (b) for which District has made provision, to Bank's satisfaction, for eventual payment thereof in the event District is obligated to make such payment.

h) Notice to Bank. Promptly (but in no event more than five (5) days after the occurrence of each such event or matter) give written notice to Bank in reasonable detail of: (a) the occurrence of any Event of Default, or any condition, event or act which with the giving of notice or the passage of time or both would constitute an Event of Default; (b) any change in the name or the organizational structure of District; (c) the occurrence of any funding deficiency with respect to any Plan; or (d) any termination or cancellation of any insurance policy which District is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting District's property in excess of an aggregate of \$100,000.

Arbitration – Binding Arbitration.

The Bank and each party to this Line of Credit and Note hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation,

inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Line of Credit and Note. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. **DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW,** the parties irrevocably and voluntarily waive any right they may have to a trial by jury with respect to any dispute arbitrated pursuant to this arbitration program.

(a) Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Line of Credit and Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(b) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(c) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation

in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(d) Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(e) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this agreement, or any contract, instrument or document relating to this agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(f) Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction

Indemnification.

In addition to any and all other rights of reimbursement, indemnification, subrogation and other similar rights pursuant to this Line of Credit and Note or under law or equity, the District hereby covenants and agrees, to the extent permitted by law, to defend, indemnify and hold harmless the Bank and its affiliates and the officers, directors, employees and agents of the Bank and its affiliates (each, an "Indemnitee") from and against any and all claims, causes of action, judgments, fines, penalties, damages, losses, liabilities and expenses whatsoever (including reasonable attorneys' fees) which may be incurred by an Indemnitee or which may be claimed against an Indemnitee by any person whatsoever (collectively, the "Liabilities") by reason of or directly or indirectly in connection with any of the transactions contemplated by this Line of Credit and Note including, without limitation, (a) the execution, delivery or performance or transfer of, or payment or failure to pay under this Line of Credit and Note; or (b) the untruth or material inaccuracy of any warranty or representation made by the District or in any certificate furnished thereunder or the breach or nonperformance by the District of any covenant contained in this Line of Credit and Note or any other Default or Event of Default under this Line of Credit and Note; provided that the District shall not be required to indemnify an Indemnitee for any claims,

damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee as determined in a final, non-appealable determination by a duly constituted arbitral panel pursuant to Section 7.11. If any proceeding shall be brought or threatened against an Indemnitee, as a condition of indemnity hereunder such Indemnitee shall promptly notify the District in writing and the District shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnitee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the District, or (ii) the District, after due notice of the action, shall not have employed counsel satisfactory to such Indemnitee to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnitee shall be borne by the District. Nothing under this Section is intended to limit the District's payment obligations hereunder or under the Line of Credit and Note.

The provisions of this Section shall survive the termination of this Note and the payment in full of the Note and the obligations of the District thereunder and hereunder.

No Waiver. No delay, failure or discontinuance of Bank in exercising any right, power or remedy under any of the Loan Documents shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by Bank of any breach of or default under any of the Loan Documents must be in writing and shall be effective only to the extent set forth in such writing

Notices. All notices, requests and demands which any party is required or may desire to give to any other party under any provision of this Note must be in writing delivered to each party at the following address:

DISTRICT: Gateway Technical College District
3520 – 30th Avenue
Kenosha, WI 53144

BANK: Wells Fargo Bank, National Association
100 E. Wisconsin Ave. Suite 1680
Milwaukee, WI 53202

or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

Costs, Expenses and Attorney's Fees. District shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable

attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the enforcement of Bank's rights and/or the collection of any amounts which become due to Bank under any of the Loan Documents, and (b) the prosecution or defense of any action in any way related to any of the Loan Documents, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to District or any other person or entity.

Entire Agreement; Amendment. This Note and the other Loan Documents constitute the entire agreement between District and Bank with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Agreement may be amended or modified only in writing signed by each party hereto.

No Third Party Beneficiaries. This Line of Credit and Note are made and entered into for the sole protection and benefit of the parties hereto and their respective permitted successors and assigns, and no other person or entity shall be a third party beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Note or any other of the Loan Documents to which it is not a party.

Severability of Provisions. If any provision of this Line of Credit and Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Line of Credit and Note.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Further Assurances. The undersigned agrees to (i) do all things deemed necessary by Bank in order to fully document the loan evidenced by the Line of Credit and Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the indebtedness, (ii) assist in the cure of any defects in the execution, delivery or substance of the Line of Credit and Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Line of Credit and Note, and (iii) pay Bank immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Bank to monitor Bank's interest in any real or personal property pledged as collateral for the Line of Credit and Note, including without limitation all costs of appraisals.

Consent. The parties hereto agree: (a) Bank may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Bank, without notice and without the consent of the parties; (b) Bank may provide to any purchaser, or potential purchaser, any information or knowledge Bank may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with

respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Bank; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Bank or against any purchaser of the loan

Execution of Documents; Consultation with Counsel. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

This Note is issued pursuant to Section 67.12(8m), Wisconsin Statutes, for the public purpose of paying the immediate expenses of operating and maintaining the public instruction in the District during the current school year; does not exceed one half of the estimated receipts for the operation and maintenance of the District for the current school year and shall not extend beyond November 1 of the next school year as authorized by a resolution of the governing body of the District duly adopted at a lawful open meeting held on October 20, 2016. Said resolution is recorded in the official minutes of said governing body for said date.

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

IN WITNESS WHEREOF, the District, by its governing body, has caused this Note to be executed by its duly qualified officers and to be sealed with its official or corporate seal, if any, as of the day and year first above written.

By: _____
William Duncan
District Chairperson

(SEAL)

And:

Kimberly Payne
District Secretary

EXHIBIT C-1

(Disbursement Request)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
GATEWAY TECHNICAL COLLEGE DISTRICT

TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTE
DISBURSEMENT REQUEST

No. _____ \$ _____

For value received, the Gateway Technical College District, Wisconsin (the "District"), acting by and through its District Board (the "Governing Body"), and pursuant to a resolution adopted by the Governing Body on _____, ____ (the "Resolution") and the District's Taxable Tax and Revenue Anticipation Promissory Note, dated _____, in the maximum outstanding principal amount of \$5,000,000.00 (the "Master Note"), requests the disbursement of \$_____, which when added to the previous disbursements made pursuant to the Master Note which are outstanding and have not been repaid as of the date of this Disbursement Request, represents a total amount outstanding as of the date of this Disbursement Request of \$_____ which amount does not exceed \$5,000,000.

This Disbursement Request shall be subject to the terms and provisions of the Master Note.

The undersigned hereby certify that the total amount borrowed by the District during the current school year pursuant to Section 67.12(8m), Wisconsin Statutes, including the amount borrowed pursuant to this Disbursement Request and all amounts previously borrowed pursuant to the Master Note or other tax and revenue anticipation promissory notes issued pursuant to Section 67.12(8m), Wisconsin Statutes, does not exceed one-half the estimated receipts for the operation and maintenance of the District for the current school year.

The undersigned further certify that as of the date of this Disbursement Request, there is no legislation, reorganization, proceeding, order, controversy or litigation pending or threatened in any manner questioning or affecting the corporate existence of the District; its boundaries; the right or title of any of its officers to his or her respective office; or the due authorization or validity of the Master Note and all Disbursement Request; the Resolution; the budget; or any of the taxes heretofore voted or levied by the District.

IN WITNESS WHEREOF, said District, by its Governing Body, has caused this Disbursement Request to be executed by the District and its corporate seal (if any) to be hereunto affixed, as of this ___ day of _____, 20__.

GATEWAY TECHNICAL COLLEGE DISTRICT
WISCONSIN

William Duncan
District Chairperson

(SEAL)

Kimberly Payne
District Secretary

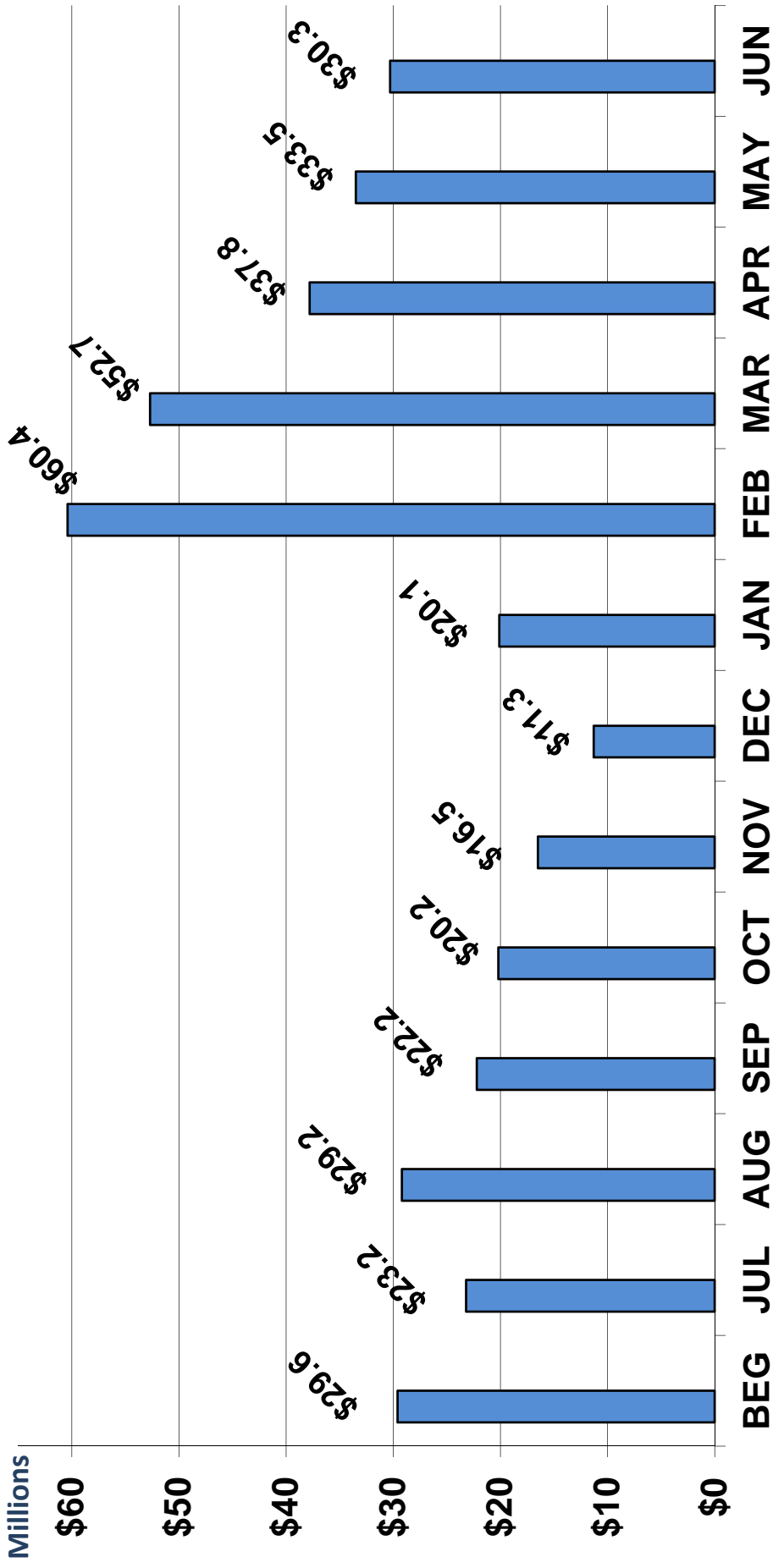
EXHIBIT D-1

\$ _____

GATEWAY TECHNICAL COLLEGE DISTRICT, WISCONSIN
 TAXABLE TAX AND REVENUE ANTICIPATION PROMISSORY NOTE

<u>Number of Disbursement Request</u>	<u>Date of Disbursement</u>	<u>Amount of Disbursement</u>	<u>Date of Repayment</u>	<u>Principal Repaid</u>	<u>Available Principal Under Master Note</u>
_____	_____	\$ _____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Operating Cash Forecast FY 2016-17



October 20, 2016

July – August Actual
September – June Estimated



GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action X
Information _____
Discussion _____

**RESOLUTION M-2016 A
DESIGNATION OF ASSISTANT, ASSOCIATE,
AND DEPUTY DIRECTORS**

Summary of Item: Wisconsin’s Code of Ethics for Public Officials and Employees applies to a member of a technical college district board or district director of a technical college, or any position designated as assistant, associate, or deputy district director of a technical college - - Wis. Statutes, Sec. 19.42(13)(f)

Attachments: Resolution designating positions and current occupant of those positions.

Staff Liaison: Bill Whyte

RESOLUTION M-2016 A

RESOLVED that for purposes of Wisconsin's Code of Ethics for Public Officials and Employees, §19.41 through §19.59, Stats., the Gateway Technical College District Board designated the following positions deputy, associate, or assistant district directors and indicated its understanding that the current occupants of those positions and their successors to those positions are state public officials to whom Wisconsin's Ethics Code applies:

<u>POSITION</u>	<u>CURRENT OCCUPANT</u>
President & Chief Executive Officer	Bryan D. Albrecht
Executive Vice President/Provost for Academic & Campus Affairs	Zina R. Haywood
Senior Vice President Operations	William R. Whyte
Vice President Learning Innovation & CIO	Jeffrey D. Robshaw
Assistant Provost/Vice President Institutional Effectiveness and Student Success	John R. Thibodeau
Vice President Community/Government Relations	Stephanie L. Sklba
Vice President Business and Workforce Solutions	Deborah J. Davidson

BY _____
William Duncan, Chairperson

DATE _____

BY _____
Kimberly Payne, Secretary

DATE _____

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action X
Information _____
Discussion _____

RESOLUTION B-2016 C.1 & C.2 DRAFT LEASE AGREEMENT BETWEEN THE CITY OF KENOSHA, A MUNICIPAL CORPORATION, AND GATEWAY TECHNICAL COLLEGE FOR LAND LOCATED AT 4940 88th AVENUE KENOSHA, WI, 53144

Summary of Item: The Administration is recommending approval by the Gateway Technical College District Board of Resolution No. B-2016 C.1 & C.2 for the Draft Lease Agreement between The City of Kenosha, A Municipal Corporation, and Gateway Technical College for Land owned by the City of Kenosha and located at 4940 88th Avenue, Kenosha, WI, 53144.

The Administration also recommends approval from the Wisconsin Technical College System (WTCS) Board for the Land Lease Agreement between The City of Kenosha, A Municipal Corporation, and Gateway Technical College.

Attachments: Resolution B-2016 C.1 & C.2
Summary of Lease Agreement
Draft of Lease Agreement for Property Located at the Kenosha Municipal Airport, 4940 88th Avenue, Kenosha, WI 53144

Funding Source: Reserves

Ends Statements Section 4 - Ends, College Ends Policy 4.1.

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

Staff Liaison: William R. Whyte

TopResoB2016C.1&C.2.....102016

Gateway Technical College

RESOLUTION NO. B-2016 C.1

WHEREAS, The City of Kenosha, A Municipal Corporation and Gateway Technical College desire to terminate the July 16, 1968 land lease and all the amendments for Parcel A (See attached Exhibit A to Lease Agreement) and to enter into a new Lease for the continued use of Parcel A used for the Gateway Horizon Center for Transportation Technology, and

WHEREAS, Gateway Technical College is proposing to lease additional land, Parcel B (See attached Exhibit A to Lease Agreement), from The City of Kenosha, A Municipal Corporation for the purpose of constructing and operating an Emergency Vehicle Operation Course ('EVOC') at the Kenosha Regional Airport, and;

WHEREAS, the proposed construction will accommodate growth, improve efficiencies, and enhance the student experience.

NOW, THEREFORE, BE IT RESOLVED, that the Gateway Technical College Board, pursuant to s38.04(10), Wis. Stats., and Chapter TCS 5, of the Wisconsin Administrative Code, approves the leasing of land from The City of Kenosha, A Municipal Corporation, at the Kenosha Municipal Airport for the land referred to as Parcel A and Parcel B at 4940 88th Avenue, Kenosha, Wisconsin, 53144.

William Duncan
Chairperson

Kimberly Payne
Secretary

October 20, 2016
Date

Gateway Technical College

RESOLUTION NO. B-2016 C.2

WHEREAS, pursuant to s38.04(10), Wis. Stats, and Chapter TCS 5, of the Wisconsin Administrative Code, the Gateway Technical College District Board has approved the draft lease Agreement with The City of Kenosha, A Municipal Corporation, and Gateway Technical College at the Kenosha Municipal Airport for the land referred to as Parcel A and Parcel B at 4940 88th Avenue, Kenosha, Wisconsin, 53144.

NOW, THEREFORE, BE IT RESOLVED, that, pursuant to s38.04(10), Wis. Stats, and Chapter TCS 5, of the Wisconsin Administrative Code, the Gateway Technical College District Board requests the Wisconsin Technical College System Board approve the Lease Agreement between The City of Kenosha, A Municipal Corporation, and Gateway Technical College for the Kenosha Municipal Airport land referred to as Parcel A and Parcel B at 4940 88th Avenue, Kenosha, Wisconsin, 53144.

William Duncan
Chairperson

Kimberly Payne
Secretary

October 20, 2016
Date

**Summary of Lease Agreement Between
THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation
and
GATEWAY TECHNICAL COLLEGE
For Property Located at 4940 88th Avenue, Kenosha WI, 53144**

The Administration is requesting approval for a draft lease agreement with The City of Kenosha, Wisconsin, A Municipal Corporation, for the property located at 4940 88th Avenue, Kenosha, Wisconsin 53144 more particularly described on Exhibit 'A' of the attached Draft Lease Agreement, referred to as Parcel A and Parcel B, hereinafter referred to collectively as the 'Premises'. The City of Kenosha operates Kenosha Regional Airport and owns the land upon which the Airport is located. The City of Kenosha and Gateway Technical College desire to terminate the July 16, 1968 Lease and all amendments for Parcel A and to enter into this Lease for the continued use of Parcel A at the Airport for the Gateway Horizon Center for Transportation Technology, and to lease additional land, Parcel B, which will be used for the construction of an Emergency Vehicle Operation Course ('EVOC').

1. **PARCEL A LAND.** The City of Kenosha leases to Gateway Technical College 217,798 square feet of land located at 4940 88th Avenue, Kenosha, Wisconsin 53144, of the Lease Description Lot 4940, hereinafter referred to as 'Parcel A'. Parcel A to be used for the Gateway Technical College Horizon Center for Transportation Technology and related educational and training programs including but not limited to, pilot instruction.
2. **PARCEL B LAND.** The City leases to Gateway Technical College 358,886 square feet of land located at 4940 88th Avenue, Kenosha, Wisconsin 53144, of the Lease Description Lot 4940, hereinafter referred to as 'Parcel B' which is to be used for the construction and operation of an Emergency Vehicle Operation Course ('EVOC') and the educational and training programs related thereto, including but not limited to educational and training programs for firefighters relating to aeronautical emergencies.

The highlights of the lease agreement negotiated with The City of Kenosha is as follows:

1. **PARCEL A LAND:**
 - a. Term of the lease is twenty-five (25) years
 - b. Lease payments shall be payable in equal semiannual installments per Article 3 of the Lease Agreement.
 - c. Gateway Technical College will be responsible for all improvements, insurance, and operating expenses associated with the property.
2. **PARCEL B LAND:**
 - a. Term of the lease up to twenty-five (25) years
 - b. Lease payments shall be payable in equal semiannual installments per Article 3 of the Draft Lease Agreement.
 - c. Gateway Technical College will be responsible for all improvements, insurance, and operating expenses associated with the property.

Attachments: Draft Lease Agreement

LEASE

DRAFT

Between

THE CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

And

GATEWAY TECHNICAL COLLEGE
A Wisconsin Technical College
3520 30th Avenue
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Gateway Technical College, a Wisconsin technical college, 3520 30th Avenue, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

Whereas, on July 16, 1968 the City entered into a Lease for certain property located at the Kenosha Regional Airport with Area Board of Vocational, Technical and Adult Education District 6, now known as Gateway Technical College; and,

Whereas, the July 16, 1968 Lease was subsequently amended on September 16, 1969, September 29, 1976, and October 21, 1988; and,

Whereas, the City and the Lessee desire to terminate the July 16, 1968 Lease and all amendments thereto, and to enter into this Lease for the continued use of land at the Airport for the Gateway Technical College Horizon Center for Transportation Technology located at 4940 88th Avenue; and

Whereas, the Lessee also desires to enter into this Lease to use additional land at the Airport contiguous to the Gateway Technical College Horizon Center for Transportation Technology for the construction and operation of an emergency vehicle operation course ("EVOC"); and

Whereas, it is to the mutual advantage of the parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – PREMISES

- 1.1 **PARCEL A LAND.** The City leases to the Lessee Two Hundred Seventeen Thousand Seven Hundred Ninety Eight (217,798) square feet of land located at 4940 88th Avenue, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A", as Parcel A of the Lease Description Lot 4940, hereinafter referred to as "Parcel A".
- 1.2 **PARCEL B LAND.** The City leases to the Lessee Three Hundred Fifty Eight Thousand Eight Hundred Eighty Six (358,886) square feet of land located at 4940 88th Avenue, Kenosha, Wisconsin 53144, more particularly described on attached Exhibit "A" as Parcel B of the Lease Description Lot 4940, hereinafter referred to as "Parcel B".
- 1.3 **PREMISES.** For purposes of this Lease, Parcel A and Parcel B shall be collectively referred to as the "Premises".
- 1.4 **ACCEPTANCE.** The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.
- 1.5 **TERMINATION.** The City and Lessee agree that upon approval and execution of this Lease, the July 16, 1968 Lease and all amendments thereto shall be terminated and of no further force or effect.

ARTICLE 2 – TERM

- 2.1 **PARCEL A TERM.** The term of this Lease for Parcel A is for the period of January 1, 2017, through and including December 31, 2041, hereinafter referred to as the "Parcel A Term". Between six (6) months and one (1) year prior to the expiration date of the Parcel A Term, the Lessee may request, in writing, that the City negotiate a new Lease for Parcel A. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease for Parcel A which may be for any term agreed to by the parties.
- 2.2 **PARCEL B TERM.** The term of this Lease for Parcel B is for the period of January 1, 2017, through and including December 31, 2017, hereinafter referred to as the "Parcel B Term". The Parcel B Term shall automatically renew for additional one (1) year periods commencing January 1, 2018 through and including December 31 of each succeeding year until December 31, 2041 upon the terms and conditions stated in this Lease provided that the Lessee is not in default of any of Lessee's obligations under this Lease unless written notice of termination is provided by either the City or the Lessee no less than one hundred eighty (180) days prior to the end of the then current Parcel B Term. In the event the Parcel B Term is renewed through and including December 31, 2041, then between January 1, 2041 and June 30, 2041, the Lessee may request, in writing, that the City negotiate a new Lease for Parcel B. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease for Parcel B which may be for any term agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. Subject to Article 3.4, the Lessee agrees to pay the City for the use and occupancy of Parcel A rent in the following annual sums:

LEASE YEAR	ANNUAL RENT	INSTALLMENT	RENT/SQ. FT.
1-1-2017 – 12-31-2017	\$ 8,712.00	\$ 4,356.00	\$ 0.040
1-1-2018 – 12-31-2018	\$14,157.00	\$ 7,078.50	\$ 0.065
1-1-2019 – 12-31-2019	\$19,602.00	\$ 9,801.00	\$ 0.090
1-1-2020 – 12-31-2020	\$25,047.00	\$12,523.50	\$ 0.115
1-1-2021 – 12-31-2021	\$30,492.00	\$15,246.00	\$ 0.140
1-1-2022 – 12-31-2022	\$35,937.00	\$17,968.50	\$ 0.165
1-1-2023 – 12-31-2023	\$41,382.00	\$20,691.00	\$ 0.190
1-1-2024 – 12-31-2041	\$43,560.00	\$21,780.00	\$ 0.200

The annual rent shall be payable in equal semiannual installments in the amounts set forth above on or before January 1 and July 1 of each year during the Parcel A Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 PARCEL B RENT. Subject to Article 3.5, the Lessee agrees to pay the City for the use and occupancy of Parcel B rent in the following annual sums:

LEASE YEAR	ANNUAL RENT	INSTALLMENT	RENT/SQ. FT.
1-1-2017 – 12-31-2017	\$14,355.00	\$ 7,177.50	\$ 0.040
1-1-2018 – 12-31-2018	\$23,328.00	\$11,664.00	\$ 0.065
1-1-2019 – 12-31-2019	\$32,300.00	\$16,150.00	\$ 0.090
1-1-2020 – 12-31-2020	\$41,272.00	\$20,636.00	\$ 0.115
1-1-2021 – 12-31-2021	\$50,244.00	\$25,122.00	\$ 0.140
1-1-2022 – 12-31-2022	\$59,216.00	\$29,608.00	\$ 0.165
1-1-2023 – 12-31-2023	\$68,188.00	\$34,094.00	\$ 0.190
1-1-2024 – 12-31-2041	\$71,777.00	\$35,888.50	\$ 0.200

The annual rent shall be payable in equal semiannual installments in the amounts set forth above on or before January 1 and July 1 of each year during the Parcel B Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

- 3.3 LATE PAYMENTS. Late payment of rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.
- 3.4 PARCEL A RENT ADJUSTMENT. Except as provided in Article 3.1, the Parcel A rent for the lease years beginning January 1, 2017 and ending December 31, 2023 shall not be otherwise subject to adjustment. Thereafter, the Parcel A annual rent may be adjusted from time to time during the Parcel A Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other land leases at the Airport.
- 3.5 PARCEL B RENT ADJUSTMENT. Except as provided in Article 3.2, the Parcel B rent for the lease years beginning January 1, 2017 and ending December 31, 2023 shall not be otherwise subject to adjustment. Thereafter, the Parcel B annual rent may be adjusted from time to time during the Parcel B Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 – IMPROVEMENTS

- 4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.
- 4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.
- 4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:
- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
 - b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

- 4.4 **CONSTRUCTION LIENS.** The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.
- 4.5 **RISK OF LOSS.** The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.
- 4.6 **INDEMNITY AND HOLD HARMLESS BY CONTRACTORS.** The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.
- 4.7 **INSPECTION.** The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.
- 4.8 **NO CONTRACTOR'S RIGHTS AGAINST CITY.** Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier,

subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

- 4.9 **UNAUTHORIZED IMPROVEMENTS.** Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.
- 4.10 **OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS.** The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:
- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
 - b. Surrendering all Improvements to the City at no cost to the City; or
 - c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

ARTICLE 5 - USE OF PREMISES

- 5.1 **USE OF PREMISES.** The Lessee shall use Parcel A for the Gateway Technical College Horizon Center for Transportation Technology and related educational and training programs including, but not limited to, pilot instruction. The Lessee shall use Parcel B for the construction and operation of an emergency vehicle operator course ("EVOC") and the educational and training programs related thereto, including but not limited to educational and training programs for firefighters relating to aeronautical emergencies. The Lessee shall store flammable materials on the Premises in compliance with all city, state and federal laws, rules and regulations.
- 5.2 **NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES.** The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

- 5.3 LIMITATION ON AIRCRAFT REPAIR WORK. All aircraft repair work must be done inside the Horizon Center for Transportation Technology except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of the Horizon Center without the prior permission of the Airport Director.
- 5.4 CHANGED USE. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.
- 5.5 PROHIBITED USE. The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from self-fueling or selling or dispensing aviation fuel to any person or party.
- 5.6 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.
- 5.7 COMMON AREA OF AIRPORT. The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, students, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

ARTICLE 7 – PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the Horizon Center, together with the names, addresses and telephone

numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport, including any damage caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, students, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons and parking lot areas on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including

the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

- 9.3 **LESSEE'S FAILURE TO MAINTAIN.** In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

ARTICLE 10 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

ARTICLE 11 - GOVERNMENTAL REGULATIONS

- 11.1 **LAWS, RULES, REGULATIONS AND ORDERS.** From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of

General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, students, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

- 11.2 SAFETY. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, students, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.
- 11.3 LICENSES, CERTIFICATES AND PERMITS. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.
- 11.4 TAXES AND FEES. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

ARTICLE 12 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

ARTICLE 13 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 14 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 15 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

ARTICLE 16 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

ARTICLE 17 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 17 shall not impose or be construed to impose upon the

City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

ARTICLE 18 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 19 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 20 - NATURAL DISASTER

The Lessee's obligations during the Parcel A Term and Parcel B Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 21 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 22 – LIABILITY INSURANCE

- 22.1 **INSURANCE REQUIRED.** The Lessee shall procure and maintain during the Parcel A Term and Parcel B Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.
- 22.2 **PROOF OF INSURANCE.** The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 22 including the naming of the City as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 22, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium on any insurance policy required by this Article 22 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 22 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.
- 22.3 **INCREASED COVERAGE.** The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.
- 22.4 **FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 22, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges

and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 22 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 22 shall not be construed to conflict with the obligations of the Lessee in Article 24.

22.5 **REQUIRED MINIMUM COVERAGE.** The following minimum insurance coverages must be in effect and continue in effect during the Parcel A Term and Parcel B Term of this Lease:

A. **Commercial General Liability**

\$1,000,000.00 Each Occurrence having the following coverages:

- i. Premises and Operations including Hangarkeepers
- ii. Independent Contractor and Subcontractor
- iii. Products and Completed Operations
- iv. Contractual Liability
- v. Death and Personal Injury

B. **Automobile Liability**

\$1,000,000.00 Single Limit each accident having the following coverages:

- i. Owned Automobiles
- ii. Hired Automobiles
- iii. Non-Owned Automobiles

C. **Worker's Compensation: Statutory Limits**

1. **Employer's Liability**

- \$100,000.00 Each Accident
- \$100,000.00 Disease, Each Employee
- \$500,000.00 Disease, Policy Limit

ARTICLE 23 - INSURANCE OF IMPROVEMENTS

23.1 **INSURANCE REQUIRED.** The Lessee shall procure and maintain during the Parcel A Term and Parcel B Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 **PROOF OF INSURANCE.** The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 23 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk

Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.

- 23.3 **FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 24.
- 23.4 **DAMAGE ELECTION BY LESSEE.** Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.
- 23.5 **LESSEE'S OBLIGATIONS.** In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.
- 23.6 **ABATEMENT OF RENT.** In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

- 23.7 RESTORATION OF PREMISES. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

ARTICLE 24 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Parcel A Term and Parcel B Term of this Lease, indemnify, defend, and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees, students, or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend, and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 25 – ASSIGNMENT/SUBLEASE

The Lessee may not assign or sublease all or any portion of this Lease without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease

to termination pursuant to Article 26 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

ARTICLE 26 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 26, the Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 26, the Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

ARTICLE 27 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 26 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

ARTICLE 28 - EFFECT OF BANKRUPTCY OR INSOLVENCY

- 28.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.
- 28.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 28.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 28.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City terminate this Lease and also all rights of the Lessee under this Lease in and to the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

ARTICLE 29 – NONDISCRIMINATION

- 29.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

- 29.2 The Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.
- 29.3 The Lessee agrees that in the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.
- 29.4 The Lessee agrees that the Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- 29.5 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 29. This Article 29 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 26 of this Lease.
- 29.6 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.
- 29.7 The Lessee shall indemnify, defend, and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 29 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.
- 29.8 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 30 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

ARTICLE 31 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 32 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 33 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 34 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 35 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 36 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 37 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case

may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee: GATEWAY TECHNICAL COLLEGE

With copies to: _____

If to City: City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to: Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

and

Office of the City Attorney
City of Kenosha Municipal Building
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

ARTICLE 38 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the ____ day of _____, 2016 and by action taken by the Common Council on the ____ day of _____, 2016.

The Lessee represents to the City that all acts which are a condition precedent entering into this Lease on behalf of Gateway Technical College have timely taken place.

Signature pages follow

VIII. OPERATIONAL AGENDA

B. Consent Agenda

1. Finance
 - a) Financial Statement and Expenditures over \$2,500
 - b) Cash and Investment Schedules
2. Personnel Report
3. Grant Awards
4. Contracts for Instructional Delivery
5. Advisory Committee Activity Report
6. Annual Procurement Review

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call
Action X
Information
Discussion

FINANCIAL STATEMENT AND EXPENDITURES OVER \$2,500

Summary of Item: Summary of revenue and expenditures as of **9/30/16**

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

Staff Liaison: **Bill Whyte**

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>COMBINED FUNDS</u>	2016-17 APPROVED BUDGET	2016-17 WORKING BUDGET	2016-17 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
LOCAL GOVERNMENT	\$ 31,539,031	\$ 31,539,031	\$ 72,980	0.23%
STATE AIDS	42,793,983	42,793,983	2,838,811	6.63%
STATUTORY PROGRAM FEES	15,676,145	15,676,145	8,973,599	57.24%
MATERIAL FEES	744,005	744,005	473,599	63.66%
OTHER STUDENT FEES	3,022,532	3,022,532	1,455,704	48.16%
INSTITUTIONAL	8,291,070	8,291,070	1,740,865	21.00%
FEDERAL	29,430,229	29,430,229	3,522,914	11.97%
OTHER RESOURCES	14,355,000	14,355,000	10,260,527	71.48%
	<u> </u>	<u> </u>	<u> </u>	
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 145,851,995</u>	<u>\$ 145,851,995</u>	<u>\$ 29,338,999</u>	20.12%
EXPENDITURES BY FUNCTION:				
INSTRUCTIONAL	\$ 57,906,434	\$ 57,906,434	\$ 12,971,463	22.40%
INSTRUCTIONAL RESOURCES	1,363,481	1,363,481	374,143	27.44%
STUDENT SERVICES	47,160,703	47,160,703	7,161,788	15.19%
GENERAL INSTITUTIONAL	10,930,194	10,930,194	3,390,763	31.02%
PHYSICAL PLANT	27,620,783	27,620,783	4,300,166	15.57%
AUXILIARY SERVICES	670,000	670,000	160,286	23.92%
PUBLIC SERVICES	356,100	356,100	88,087	24.74%
	<u> </u>	<u> </u>	<u> </u>	
TOTAL EXPENDITURES	<u>\$ 146,007,695</u>	<u>\$ 146,007,695</u>	<u>\$ 28,446,697</u>	19.48%
EXPENDITURES BY FUNDS:				
GENERAL	\$ 79,044,709	\$ 79,044,709	\$ 19,261,913	24.37%
SPECIAL REVENUE - OPERATIONAL	6,822,986	6,822,986	1,524,971	22.35%
SPECIAL REVENUE - NON AIDABLE	33,825,000	33,825,000	3,749,461	11.08%
CAPITAL PROJECTS	14,350,000	14,350,000	3,597,207	25.07%
DEBT SERVICE	11,315,000	11,315,000	152,858	1.35%
ENTERPRISE	650,000	650,000	160,286	24.66%
	<u> </u>	<u> </u>	<u> </u>	
TOTAL EXPENDITURES	<u>\$ 146,007,695</u>	<u>\$ 146,007,695</u>	<u>\$ 28,446,697</u>	19.48%

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>GENERAL FUND</u>	2016-17 APPROVED BUDGET	2016-17 WORKING BUDGET	2016-17 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
LOCAL GOVERNMENT	\$ 18,313,826	\$ 18,313,826	\$ 72,980	0.40%
STATE AIDS	38,675,296	38,675,296	2,819,903	7.29%
STATUTORY PROGRAM FEES	15,676,145	15,676,145	8,973,599	57.24%
MATERIAL FEES	744,005	744,005	473,599	63.66%
OTHER STUDENT FEES	1,952,532	1,952,532	955,274	48.92%
FEDERAL REVENUE	29,935	29,935	-	0.00%
INSTITUTIONAL	3,652,970	3,652,970	288,077	7.89%
OTHER RESOURCES	-	-	-	
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 79,044,709</u>	<u>\$ 79,044,709</u>	<u>\$ 13,583,433</u>	17.18%
 EXPENDITURES BY FUNCTION:				
INSTRUCTIONAL	\$ 51,225,248	\$ 51,225,248	\$ 11,901,205	23.23%
INSTRUCTIONAL RESOURCES	1,263,481	1,263,481	368,791	29.19%
STUDENT SERVICES	11,178,180	11,178,180	2,899,298	25.94%
GENERAL INSTITUTIONAL	7,753,487	7,753,487	2,503,042	32.28%
PHYSICAL PLANT	7,624,313	7,624,313	1,589,577	20.85%
TOTAL EXPENDITURES	<u>\$ 79,044,709</u>	<u>\$ 79,044,709</u>	<u>\$ 19,261,913</u>	24.37%

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>SPECIAL REVENUE -OPERATIONAL FUND</u>	2016-17 APPROVED BUDGET	2016-17 WORKING BUDGET	2016-17 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
LOCAL GOVERNMENT	\$ 2,099,205	\$ 2,099,205	\$ -	0.00%
STATE AIDS	1,811,687	1,811,687	18,908	1.04%
FEDERAL	2,367,294	2,367,294	21,342	0.90%
INSTITUTIONAL	<u>408,100</u>	<u>408,100</u>	<u>179,994</u>	44.11%
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 6,686,286</u>	<u>\$ 6,686,286</u>	<u>\$ 220,244</u>	3.29%
EXPENDITURES BY FUNCTION:				
INSTRUCTIONAL	\$ 3,681,186	\$ 3,681,186	\$ 722,412	19.62%
INSTRUCTIONAL RESOURCES	-	-	5,353	0.00%
STUDENT SERVICES	2,113,523	2,113,523	544,770	25.78%
GENERAL INSTITUTIONAL	670,707	670,707	163,740	24.41%
PHYSICAL PLANT	1,470	1,470	611	41.56%
PUBLIC SERVICES	<u>356,100</u>	<u>356,100</u>	<u>88,087</u>	24.74%
TOTAL EXPENDITURES	<u>\$ 6,822,986</u>	<u>\$ 6,822,986</u>	<u>\$ 1,524,971</u>	22.35%

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>SPECIAL REVENUE-NON AIDABLE FUND</u>	2016-17 APPROVED BUDGET	2016-17 WORKING BUDGET	2016-17 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
STATE AIDS	\$ 2,157,000	\$ 2,157,000	\$ -	0.00%
OTHER STUDENT FEES	790,000	790,000	463,779	58.71%
INSTITUTIONAL	3,798,000	3,798,000	1,143,359	30.10%
FEDERAL	<u>26,933,000</u>	<u>26,933,000</u>	<u>3,501,572</u>	13.00%
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 33,678,000</u>	<u>\$ 33,678,000</u>	<u>\$ 5,108,710</u>	15.17%
EXPENDITURES BY FUNCTION:				
STUDENT SERVICES	\$ 33,819,000	\$ 33,819,000	\$ 3,716,602	10.99%
GENERAL INSTITUTIONAL	<u>6,000</u>	<u>6,000</u>	<u>32,859</u>	547.64%
TOTAL EXPENDITURES	<u>\$ 33,825,000</u>	<u>\$ 33,825,000</u>	<u>\$ 3,749,461</u>	11.08%

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>CAPITAL PROJECTS FUND</u>	2016-17 APPROVED BUDGET	2016-17 WORKING BUDGET	2016-17 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
LOCAL GOVERNMENT	\$ -	\$ -	\$ -	
STATE AIDS	150,000	150,000	-	0.00%
FEDERAL	100,000	100,000	-	0.00%
INSTITUTIONAL	100,000	100,000	21,762	21.76%
OTHER RESOURCES	<u>14,000,000</u>	<u>14,000,000</u>	<u>10,000,000</u>	71.43%
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 14,350,000</u>	<u>\$ 14,350,000</u>	<u>\$ 10,021,762</u>	69.84%
EXPENDITURES BY FUNCTION:				
INSTRUCTIONAL	\$ 3,000,000	\$ 3,000,000	\$ 347,847	11.59%
INSTRUCTIONAL - RESOURCES	100,000	100,000	-	0.00%
STUDENT SERVICES	50,000	50,000	1,118	2.24%
GENERAL INSTITUTIONAL	2,500,000	2,500,000	691,122	27.64%
PHYSICAL PLANT	8,680,000	8,680,000	2,557,120	29.46%
AUXILIARY SERVICES	<u>20,000</u>	<u>20,000</u>	<u>-</u>	0.00%
TOTAL EXPENDITURES	<u>\$ 14,350,000</u>	<u>\$ 14,350,000</u>	<u>\$ 3,597,207</u>	25.07%

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>DEBT SERVICE FUND</u>	2016-17 APPROVED BUDGET	2015-16 WORKING BUDGET	2015-16 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
LOCAL GOVERNMENT	\$ 11,081,000	\$ 11,081,000	\$ -	0.00%
INSTITUTIONAL	7,000	7,000	-	0.00%
OTHER RESOURCES	<u>355,000</u>	<u>355,000</u>	<u>260,527</u>	73.39%
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 11,443,000</u>	<u>\$ 11,443,000</u>	<u>\$ 260,527</u>	2.28%
EXPENDITURES BY FUNCTION:				
PHYSICAL PLANT	<u>\$ 11,315,000</u>	<u>\$ 11,315,000</u>	<u>\$ 152,858</u>	1.35%
TOTAL EXPENDITURES	<u>\$ 11,315,000</u>	<u>\$ 11,315,000</u>	<u>\$ 152,858</u>	1.35%

10/06/16

**GATEWAY TECHNICAL COLLEGE
2016-17 SUMMARY OF REVENUE & EXPENDITURES AS OF 9/30/16**

<u>ENTERPRISE FUND</u>	2016-17 APPROVED BUDGET	2016-17 WORKING BUDGET	2016-17 ACTUAL TO DATE	PERCENT INCURRED
REVENUE:				
LOCAL GOVERNMENT	\$ 45,000	\$ 45,000	\$ -	0.00%
OTHER STUDENT FEES	280,000	280,000	36,650	13.09%
INSTITUTIONAL	325,000	325,000	107,673	33.13%
FEDERAL	-	-	-	
TOTAL REVENUE & OTHER RESOURCES	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 144,323</u>	22.20%
EXPENDITURES BY FUNCTION:				
AUXILIARY SERVICES	\$ 650,000	\$ 650,000	\$ 160,286	24.66%
TOTAL EXPENDITURES	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>160,286</u>	24.66%

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: Bill Whyte

GATEWAY TECHNICAL COLLEGE
MONTHLY CASH RECONCILIATION
FOR THE MONTH ENDING August 31, 2016

Cash Balance July 31, 2016 \$ 34,809,744.11

PLUS:

Cash Receipts 14,182,078.03

\$ 48,991,822.14

LESS:

Disbursement:

Payroll 3,815,043.65

Accounts Payable 4,734,847.96

8,549,891.61

Cash Balance August 31, 2016 **\$ 40,441,930.53**

DISPOSITION OF FUNDS

Cash in Bank 2,183,201.21

Cash In Transit 100,878.75

Investments 38,153,225.57

Cash-on-hand 4,625.00

TOTAL: August 31, 2016 **\$ 40,441,930.53**

GATEWAY TECHNICAL COLLEGE
MONTHLY INVESTMENT REPORT

JULY 2016 - JUNE 2017

	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-16	\$ 32,842,587	\$ 34,046,665	\$ 1,204,078	\$ 4,077	\$ 4,077	0.18
AUGUST	\$ 34,046,665	38,153,226	4,106,561	6,561	10,638	0.21
SEPTEMBER			-			
OCTOBER			-			
NOVEMBER			-			
DECEMBER			-			
January-17			-			
FEBRUARY			-			
MARCH			-			
APRIL			-			
MAY			-			
JUNE			-			

INVESTMENT SCHEDULE

August 31, 2016

<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	\$ 9,574,954	0.42	OPEN
WELLS FARGO	Various	Open	<u>\$ 28,578,272</u>	0.09	OPEN
		TOTAL	<u>\$ 38,153,226</u>		

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action X
Information _____
Discussion _____

PERSONNEL REPORT

Summary of Item: Monthly Personnel Activity Report

**Employment Approvals: New Hires
Promotion(s)
Resignation(s)**

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

Staff Liaison: William Whyte

10/20/16

PERSONNEL REPORT

OCTOBER 2016

EMPLOYMENT APPROVALS: NEW HIRE(S)

Robert Alderson, Instructor Electrical Construction Apprenticeship, Business & Workforce Solutions (BWS); Racine iMET; Annual Salary: \$62,000; effective October 3, 2016

Jenifer Johnston, Cleaner, Building Services; Kenosha; Annual Salary: \$28,600.00; effective September 12, 2016

Jared McGee, Cleaner, Building Services; Racine; Annual Salary: \$28,017.60; effective September 26, 2016

Quintessence Quinn, Cleaner, Building Services; Kenosha; Annual Salary: \$28,288.00; effective September 12, 2016

Robin J. Rozinski, Custodian, Building Services; Elkhorn; Annual Salary: \$39,353.60; effective September 6, 2016

PROMOTION(S)

Judith Braun, Manager Purchasing, Business Office; Kenosha; Annual Salary: \$70,000.00; previously Purchasing Technician; effective October 3, 2016

RESIGNATION(S)

Dena M. Galati, Barbering Technologist Aide, Service Occupations; Kenosha; effective October 14, 2016

Amanda R. Hruzek, New Student Specialist, Student Success; Elkhorn; effective October 7, 2016

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action _____X
Information _____
Discussion _____

GRANT AWARDS

Summary of Item: The college has been informed of three new grant awards, one from the Wisconsin Department of Workforce Development and two from the Wisconsin Technical College System.

Attachments: Grant Awards – October 2016

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

OCTOBER 2016 GRANT AWARDS

Project Number	Title	Purpose	Grant Period	Number Served	Funding Source	Total Budget	Grant Award	Matching Funds
019	Youth Apprenticeship Program	The Gateway District Youth Apprenticeship Consortium 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. The Youth Apprenticeship Program is a partnership between Gateway, Badger HS, Elkhorn Area HS, Wilmot Union HS, Delavan-Darien HS, Union Grove HS, Big Foot Union HS, and Westosha Central HS.	7/1/16 – 6/30/17	25	Wisconsin Department of Workforce Development	\$33,750	\$22,500	\$11,250
035	HVAC Direct Instruction Expansion	Gateway will expand HVAC apprenticeship instruction in response to employer demand and increasing number of Associated Builders and Contractors of Wisconsin, Inc. signed apprenticeship contracts.	7/1/16 – 6/30/17	17	General Purpose Revenue funds through the Wisconsin Technical College System	\$10,000	\$10,000	\$0
036	Advanced Manufacturing Network Southeast	This grant will support the collaborative efforts of the technical colleges in southeast Wisconsin in promoting the value of manufacturing as a career opportunity for high school aged youth.	7/1/16 – 6/30/17	N/A	General Purpose Revenue funds through the Wisconsin Technical College System	\$32,500	\$32,500	\$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 September 2016**
lists all contracts for service completed or
in progress 2016/2017 fiscal year.

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

Staff Liaison: Debbie Davidson

BWS 2017 Contract Log



PRIM ARY	Contract #	Sponsor Name	DMI CFS	Date Req.	BY:	Type	Course Numbers	WATG #	Start Date	End Date	Estimated CFS Cost
1		TOTALS	<input type="checkbox"/>								\$916,209.87
2	P 0001	Kenall Mfg	<input type="checkbox"/>	12/22/15	Robin Widmar	IN	new sections to come 6/7/16		06/06/16	07/11/16	\$5,940.00
3	P 0002	WRTP Big Step	<input type="checkbox"/>	01/20/16	Nicci Pagan	IN	420-583		07/08/16		\$12,835.17
4	P 0003	WRTP Big Step	<input type="checkbox"/>	01/20/16	Nicci Pagan	IN	420-579,420-580, 455-455				\$9,980.16
5	P 0004	Badger High School	<input type="checkbox"/>	03/11/16	Robin Widmar	IN	543-300-1zba		06/20/16		\$4,487.10
6	P 0005	Wilmot High School	<input type="checkbox"/>	03/11/16	Robin Widmar	IN	543-300-1zbb		06/20/16		\$4,487.10
7	S 0006	East Troy High School	<input type="checkbox"/>	03/11/16	Robin Widmar	IN	543-300-1zbc		06/20/16		\$4,487.10
8	S 0007	Union Grove High School	<input type="checkbox"/>	03/11/16	Robin Widmar	IN	543-300-1zbd		06/20/16		\$4,487.10
9	S 0008	KCJC	<input type="checkbox"/>	03/22/16	Robin Widmar	IN	420-343-1lbb		05/31/16		\$0.00
10	S 0009	GTCF	<input type="checkbox"/>	03/22/16	Robin Widmar	IN	420-343-1lbb		05/31/16		\$9,605.72
11	0010	WCJC	<input type="checkbox"/>	03/22/16	Robin Widmar	IN	420-343-1lbb		05/31/16		\$0.00
12	0011	Kenosha Fire Dept	<input type="checkbox"/>	04/11/16	Robin Widmar	IN	531-805-1zba		06/08/16		\$1,006.40
13	0012	SCJ TOPS	<input type="checkbox"/>	04/13/16	Robin Widmar	IN	103-418-1zba,1zbb, 862-402-1zba		06/14/16		\$2,493.64
14	0013	Suburban Electrical	<input type="checkbox"/>	04/08/16	Robin Widmar	IN	150-412-1zba		05/27/16		\$12,924.00
15	0014	GTCF/SCJ funds	<input type="checkbox"/>	04/15/16	Robin Widmar	IN	444-331, 444-338-1z1s		05/16/16		\$13,080.00
16	0015	St Joseph's Nursing Home	<input type="checkbox"/>	04/27/16	Robin Widmar	IN	503-447-1zba thru 1zbh		05/09/16		\$2,640.00
17	0016	LMI Packaging Solutions	<input type="checkbox"/>	05/04/16	Robin Widmar	IN	503-447-1zbj, 1zbk		05/13/16		\$660.00
18	0017	Dousman Transport	<input type="checkbox"/>	05/02/16	Lori Macconi	IN	531-892-1z1a, 1z9a		05/12/16		\$757.40
19	0018	ResCare Kenosha	<input type="checkbox"/>	06/07/16	Robin Widmar	IN	462-401d-1cba		06/07/16		\$960.00
20	0019	KUSD - LKView	<input type="checkbox"/>	05/12/16	Ericka Bernhardt	IN	150-198-1L1A		05/12/16		
21	0020	RUSD	<input type="checkbox"/>	04/21/16	Robin Widmar	IN	543-300-1rba,1rbb, 510-407-1rba, 1rbb		06/13/16		\$19,938.00
22	0021	Union Grove High School	<input type="checkbox"/>	05/12/16	Robin Widmar	IN	543-300-1rbc, 1rbd		06/13/16		\$915.42
23	0022	InSinkErator	<input type="checkbox"/>	05/16/16	Robin Widmar	IN	605-114,804-370,504-482,623-401c		05/24/16	09/02/16	\$21,969.00
24	0023	DOC-RCI	<input type="checkbox"/>	05/23/16	Arlene VanEss	IN					\$30,421.13
25	0024	DOC-RYOC	<input type="checkbox"/>	05/23/16	Arlene VanEss	IN					
26	0025	DOC-Elisworth	<input type="checkbox"/>	05/23/16	Arlene VanEss	IN					\$15,483.72
27	0026	Wilmot HS	<input type="checkbox"/>	06/08/16	Barb Olijnek	IN	103-143T-1zta, 1z1b		06/14/16	07/21/16	\$21,505.50
28	0027	Arvato Ddigital Bertelsmann	<input type="checkbox"/>	06/01/16	Robin Widmar	IN	503-447-1zbi, 1zbn, 1zbn		06/09/16	08/10/16	\$990.00
29	0028	J Wax	<input type="checkbox"/>	05/27/16	Robin Widmar	IN	462-492-1zba		05/23/16		\$1,320.00
30	0029	Ocean Spray	<input type="checkbox"/>	05/10/16	Robin Widmar	IN	620-426-1zba, 1zbb; 462-488-1zba, 1zbb	175	05/10/16	05/31/16	\$2,064.00
31	0030	Kenall Mfg	<input type="checkbox"/>	06/21/16	Robin Widmar	IN/TA	605-456-1ZBA, 900-019-1M1D		08/22/16	08/26/16	\$5,940.00
32	0031	arai	<input checked="" type="checkbox"/>	06/06/16	Robin Widmar	TA	900-019-1m14 - K STENSON CDL		07/05/16	08/05/16	\$3,900.00
33	0032	Kenosha County Human Services	<input checked="" type="checkbox"/>	07/06/16	Robin Widmar	IN	196-889-1ZBA		06/06/16	08/15/16	\$2,040.72

PRIM ARY	Contract #	Sponsor Name	DMI CFS	Date Req.	BY:	Type	Course Numbers	WATG #	Start Date	End Date	Estimated CFS Cost
34	0033	WE Energies	<input type="checkbox"/>	06/27/16	Robin Widmar	IN	420-408-1cba		06/13/16		\$13,200.00
35	0034	WE Energies	<input type="checkbox"/>	07/05/16	Robin Widmar	IN	420-408-1cbb		07/18/16		\$13,200.00
36	0035	NC3	<input checked="" type="checkbox"/>	07/05/16	Robin Widmar	IN	900-003-1m1d		07/05/16	08/05/16	\$3,900.00
37	0036	DOC- Sturtevant	<input checked="" type="checkbox"/>	06/28/16	Robin Widmar	IN	900-003-1m1a		05/31/16	07/01/16	\$3,900.00
38	0037	KABA	<input type="checkbox"/>	06/29/16	Robin Widmar	IN	196-461-1zba		08/12/16	09/16/16	\$2,109.60
39	0038	KABA	<input type="checkbox"/>	06/29/16	Robin Widmar	IN	196-465-2zba, 196-460-2zba		09/23/16		\$4,219.20
40	0039	Kenosha Cty Hwy Dept	<input type="checkbox"/>	07/01/16	Robin Widmar	TA	900-019-1zbb		07/01/16		\$5,222.08
41	0040	ResCare Kenosha	<input checked="" type="checkbox"/>	07/05/16	Robin Widmar	TA	900-003-1m1g		07/05/16	08/05/16	\$3,900.00
42	0041	ResCare Kenosha	<input checked="" type="checkbox"/>	07/05/16	Robin Widmar	TA	900-003-1m1f		07/05/16	08/05/16	\$7,800.00
43	0042	R&B Grinding	<input type="checkbox"/>	08/13/16	Robin Widmar	IN	623-820,462-479	177	06/02/16		\$5,664.00
44	0043	Rustoleum	<input type="checkbox"/>	07/14/16	Robin Widmar	IN	486-481-1zba thru 1zbd	187	05/30/16		\$4,267.00
45	0044	GTCF	<input type="checkbox"/>	07/08/16	Michelle Miller	IN	420-342, 420-344, 420-345, 421-376, 623-148, 625-125, 801-302, 804-370-1CBA, 420-342, 420-344, 420-345, 421-376, 623-148, 625-125, 801-302, 804-370-1EBW, 900-003-1M1V, 900-003-1M19		07/12/16	01/20/17	\$22,654.75
46	0045	GTCF	<input type="checkbox"/>	07/08/16	Michelle Miller	IN/TA	420-343-2CBA, 420-343-2EBW, 900-019-2EM11, 900-003-2CWM15		12/02/16	01/20/17	\$14,903.60
47	0046	NC3	<input checked="" type="checkbox"/>	07/22/16	Robin Widmar	TA	900-003-1M1H		08/08/16	09/09/16	\$3,950.00
48	0047	Edstrom Industries	<input type="checkbox"/>	08/01/16	Robin Widmar	IN	623-449A-1ZBA		08/08/16	08/11/16	\$2,740.00
49	0048	Racine County Workforce Solutions	<input checked="" type="checkbox"/>	08/04/16	Robin Widmar	TA	900-003-1M1K		08/08/16	09/09/16	\$7,800.00
50	0049	KCJC/WIDA	<input checked="" type="checkbox"/>	08/04/16	Robin Widmar	TA	900-003-2M1J		09/12/16	10/14/16	\$3,900.00
51	0050	ResCare Workforce Services	<input checked="" type="checkbox"/>	08/04/16	Robin Widmar	TA	900-003-1M1N		08/08/16	09/09/16	\$3,900.00
52	0051	East Troy High School	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	628-111-2z1a		09/06/16	01/19/17	\$9,352.20
53	0052	ResCare Kenosha	<input checked="" type="checkbox"/>	08/08/16	Robin Widmar	TA	900-003-2M1P		09/12/16	10/14/16	\$3,900.00
54	0053	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2BBA		09/06/16	12/01/16	\$4,571.10
55	0054	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2BBB		09/06/16	12/01/16	\$4,571.10
56	0055	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2BBC		09/06/16	11/29/16	\$4,571.10
57	0056	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2BBD		09/06/16	11/29/16	\$4,571.10
58	0057	Elkhorn HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2EBA		09/06/16	12/02/16	\$4,571.10
59	0058	Central HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-3002EBB		09/06/16	11/29/16	\$4,571.10
60	0059	East Troy HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2EBC		09/06/16	11/29/16	\$4,571.10
61	0060	Badger HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2ZBA		09/06/16	12/01/16	\$4,571.10
62	0061	Wilmet HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2ZBB		09/06/16	12/01/16	\$4,571.10
63	0062	Delavan-Darien HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2ZBC		09/06/16	12/01/16	\$4,571.10
64	0063	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	543-300-2ZBD		09/06/16	12/01/16	\$457.11
65	0064	InSinkErator	<input type="checkbox"/>	08/11/16	Robin Widmar	IN	605-113-2ZBA, 413-548-2CBA		09/06/16	12/31/16	\$31,869.00
66	0065	KUSD - Tremper HS	<input type="checkbox"/>	08/11/16	Michelle Miller	IN	543-300-2Z1A		09/06/16	12/15/16	\$4,571.10

PRIM ARY	Contract #	Sponsor Name	DMI CFS	Date Req.	BY:	Type	Course Numbers	WATG #	Start Date	End Date	Estimated CFS Cost
67	0066	KUSD - Indian Trails HS	<input type="checkbox"/>	08/11/16	Michelle Miller	IN	543-300-2Z1B, 543-300-2Z1C		09/06/16	01/19/17	\$9,142.20
68	0067	GTCF, SCJ	<input type="checkbox"/>	08/19/16	Robin Widmar	IN	531-326-2ZCA		09/06/16	12/19/16	\$9,388.20
69	0068	KUSD - Lakeview Tech	<input type="checkbox"/>	08/09/16	Michelle Miller	IN	628-125-2L1A, 628-110-2L1A, 628-124-2L1A, 628-109-2L1A, 628-111-2L1A		09/03/16	01/19/17	\$49,878.40
70	0069	GTC Foundatin	<input type="checkbox"/>	07/20/16	Michelle Miller	IN	CNC BC XXV - Summer		08/30/16	12/02/16	\$19,734.32
71	0070	Kenosha Co Job Center	<input type="checkbox"/>	07/20/16	Michelle Miller	IN	CNC BC XXV - Summer		08/30/16	12/02/16	\$3,953.38
72	0071	GTC Foundation	<input type="checkbox"/>	07/20/16	Michelle Miller	IN	CNC BC XXV - Fall		09/02/16	12/02/16	\$17,827.90
73	0072	Kenosha Co Job Center	<input type="checkbox"/>	07/20/16	Michelle Miller	IN	CNC BC XXV - Fall		09/02/16	12/02/16	\$3,565.58
74	0073	Kenosha Sheriffs Dept	<input type="checkbox"/>	06/16/16	Molly Meagher	IN	504-481-1H1z		06/25/16	06/25/16	\$82.00
75	0074	Dane Co Sheriff	<input type="checkbox"/>	07/20/16	Molly Meagher	IN	504-481-1H1y		07/09/16	07/09/16	\$46.00
76	0075	Rock Co Sheriff	<input type="checkbox"/>	07/20/16	Molly Meagher	IN	504-481-1H1x		07/09/16	07/09/16	\$46.00
77	0076	Racine Police Dept	<input type="checkbox"/>	08/12/16	Molly Meagher	IN	504-481-1H1D		07/30/16	07/30/16	\$92.00
78	0077	Burlington Police Dept	<input type="checkbox"/>	08/12/16	Molly Meagher	IN	504-481-1H1G		07/30/16	07/30/16	\$46.00
79	0078	Kenosha Police Department	<input type="checkbox"/>	08/17/16	Molly Meagher	IN	504-408F & 531-448-2K1A-2K1H		09/20/16	12/15/16	\$9,292.66
80	0079	Kenosha Sheriffs Dept	<input type="checkbox"/>	08/17/16	Molly Meagher	IN	504-408F & 531-448-2K1J-2K1R		09/20/16	12/15/16	\$7,217.60
81	0080	Pleasant Prairie Police Dept.	<input type="checkbox"/>	08/17/16	Molly Meagher	IN	504-408F & 531-448-2K1S - 2K1Z		09/20/16	12/15/16	\$21,652.80
82	0081	Salem Police Dept	<input type="checkbox"/>	08/17/16	Molly Meagher	IN	504-408F & 531-448-2K11 - 2K18		09/20/16	12/15/16	\$9,022.00
83	0082	Twin Lakes Police Dept.	<input type="checkbox"/>	08/17/16	Molly Meagher	IN	504-408F & 531-448-2K111 - 2K118		09/20/16	12/15/16	\$13,533.00
84	0083	The Abbey Resort	<input type="checkbox"/>	05/18/16	Lauren Hernandez	IN	531-448-1z1a		05/24/16		\$867.73
85	0084	KUSD - Lakeview Tech	<input type="checkbox"/>	08/30/16	Michelle Miller	IN	628-123-2L1A		09/01/16	09/28/16	\$12,469.60
86	0085	NC3	<input checked="" type="checkbox"/>	09/01/16	Robin Widmar	TA	900-003-2M1A		09/12/16	10/14/16	\$3,950.00
87	0086	Elkhorn HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCA		09/06/16	12/17/16	\$2,882.40
88	0087	Central HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-188-2ZCA		09/06/16	12/17/16	\$4,301.10
89	0088	Union Grove HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-188-2ZCB		09/06/16	12/17/16	\$4,301.10
90	0089	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-188-2ZCC		09/06/16	12/17/16	\$4,301.10
91	0090	Big Foot HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	501-101-2ZCA		09/06/16	12/17/16	\$4,301.10
92	0091	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	501-101-2ZCB		09/06/16	12/17/16	\$4,301.10
93	0092	Union Grove HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	501-101-2ZCC		09/06/16	12/17/16	\$4,301.10
94	0093	Central HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCB		09/06/16	12/17/16	\$2,882.40
95	0094	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCC		09/06/16	12/17/16	\$2,882.40
96	0095	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCD		09/06/16	12/17/16	\$2,882.40
97	0096	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-198-2ZCA		09/06/16	12/17/16	\$4,301.10
98	0097	Union Grove HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	501-101-2ZCD		09/08/16	12/17/16	\$0.00
99	0098	Williams Bay HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCE		09/08/16	12/17/16	\$0.00
100	0099	Elkhorn HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	802-114-2ZCA		09/06/16	12/17/16	\$0.00

PRIM ARY	Contract #	Sponsor Name	DMI CFS	Date Req.	BY:	Type	Course Numbers	WATG #	Start Date	End Date	Estimated CFS Cost
101	0100	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	802-114-2ZGB		09/06/16	12/17/16	\$0.00
102	0101	Big Foot HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	802-114-2ZCC		09/06/16	12/17/16	\$0.00
103	0102	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-198-2ZCB		09/06/16	12/17/16	\$4,301.10
104	0103	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCF		09/06/16	12/17/16	\$2,882.40
105	0104	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-196-2ZCA		09/06/16	12/17/16	\$4,301.10
106	0105	Union Grove HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	809-196-2ZCB		09/06/16	12/17/16	\$4,301.10
107	0106	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	802-114-2ZCD		09/06/16	12/17/16	\$4,301.10
108	0107	Central HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	802-114-2ZCE		09/06/16	12/17/16	\$4,301.10
109	0108	Badger HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	501-101-2ZOE		09/06/16	12/17/16	\$4,301.10
110	0109	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCG		09/06/16	12/17/16	\$2,882.40
111	0110	Union Grove HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCH		09/06/16	12/17/16	\$2,882.40
112	0111	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCI		09/06/16	12/17/16	\$2,882.40
113	0112	Big Foot HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCJ		09/06/16	12/17/16	\$2,882.40
114	0113	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCK		09/06/16	12/17/16	\$2,882.40
115	0114	Big Foot HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-126-2ZCL		09/06/16	12/17/16	\$2,882.40
116	0115	Big Foot HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	152-126-2ZCA		09/06/16	12/18/16	\$5,814.80
117	0116	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	152-126-2ZCB		09/06/16	12/18/16	\$5,814.80
118	0117	Union Grove HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	152-126-2ZCC		09/06/16	12/18/16	\$5,814.80
119	0118	Elkhorn HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-128-2ZCA		09/06/16	12/17/16	\$2,882.40
120	0119	Burlington HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-128-2ZCB		09/06/16	12/17/16	\$2,882.40
121	0120	Waterford HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-128-2ZCD		09/06/16	12/17/16	\$2,882.40
122	0121	Central HS	<input type="checkbox"/>	08/04/16	Michelle Miller	IN	533-128-2ZCE		09/06/16	12/17/16	\$2,882.40
123	0122	Racine County Workforce Solutions	<input checked="" type="checkbox"/>	09/02/16	Robin Widmar	TA	900-003-2M1E, 900-003-2M1F		09/12/16	10/14/16	\$7,800.00
124	0123	ResCare Milwaukee	<input checked="" type="checkbox"/>	09/02/16	Robin Widmar	TA	900-003-2M1B		09/12/16	10/14/16	\$7,800.00
125	0124	ResCare Kenosha	<input checked="" type="checkbox"/>	09/07/16	Robin Widmar	TA	900-003-2M1R		09/12/16	10/14/16	\$3,900.00
126	0125	NC3	<input checked="" type="checkbox"/>	09/07/16	Robin Widmar	TA	900-003-2M1S		09/12/16	10/14/16	\$3,950.00
127	0126	Walworth County Jail	<input type="checkbox"/>	09/08/16	Robin Widmar	IN/TA	890-721-2ZBA, 851-733-2ZBA, 854-733-2ZBA, 858-733-2ZBA, 856-740-2ZBA, 859-798-2ZBA, 900-019-2ZBA		10/10/16	12/23/16	\$6,468.00
128	0127	KUSD - Lakeview Tech	<input type="checkbox"/>	09/08/16	Robin Widmar	IN	152-126-2LMD, 150-194-2L1B, 152-126-2LMD, 152-812-2L1C, 150-111-2L1B, 152-162-2L1D		09/10/16	01/13/17	\$58,148.00
129	0128	Communications Cabling & Networking	<input type="checkbox"/>	09/16/16	Robin Widmar	IN/TA	150-411-3CBA, 900-019-3M1A		01/05/17	02/09/17	\$10,885.00
130	0129	GTCF	<input type="checkbox"/>	09/13/16	Robin Widmar	IN	444-331-2ZBA, 444-337-2ZBA, 444-338-2ZBA		09/20/16	12/15/16	\$14,413.60
131	0130	DW/DVDR	<input checked="" type="checkbox"/>	09/14/16	Robin Widmar	TA	900-003-2M1T		09/12/16	10/14/16	\$3,950.00
132	0131	Badger High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
133	0132	Burlington High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
134	0133	Delavan-Darien High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				

PRIM ARY	Contract #	Sponsor Name	DMI CFS	Date Req.	BY:	Type	Course Numbers	WATG #	Start Date	End Date	Estimated CFS Cost
135	0134	East Troy High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
136	0135	Elkhorn High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
137	0136	KUSD - Bradford	<input type="checkbox"/>		Dawn Herrmann	IN	various				
138	0137	KUSD - ITA	<input type="checkbox"/>		Dawn Herrmann	IN	various				
139	0138	KUSD LKView	<input type="checkbox"/>		Dawn Herrmann	IN	various				
140	0139	KUSD Tremper	<input type="checkbox"/>		Dawn Herrmann	IN	various				
141	0140	RUSD Case	<input type="checkbox"/>		Dawn Herrmann	IN	various				
142	0141	RUSD Horlick	<input type="checkbox"/>		Dawn Herrmann	IN	various				
143	0142	RUSD Park	<input type="checkbox"/>		Dawn Herrmann	IN	various				
144	0143	RUSD Real	<input type="checkbox"/>		Dawn Herrmann	IN	various				
145	0144	RUSD Walden	<input type="checkbox"/>		Dawn Herrmann	IN	various				
146	0145	Union Grove High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
147	0146	Waterford High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
148	0147	West Allis High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
149	0148	Westosha Central High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
150	0149	Whitewater High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
151	0150	Wilmot High School	<input type="checkbox"/>		Dawn Herrmann	IN	various				
152	0151	RUSD	<input type="checkbox"/>	09/29/16	Michelle Miller	IN/TA	FA16: 900-019-2zm1r		09/01/16	06/09/17	\$6,500.00
153	0152	Brunk Industries	<input type="checkbox"/>	09/19/16	Robin Widmar	IN	606-429-2ZBA, 606-429-2ZBB	171	09/27/16	11/15/16	\$624.50
154	0153	Heartland Business Systems	<input type="checkbox"/>	09/20/16	Robin Widmar	IN/TA	FA16: 150-411-2CBA, 900-019-2M1A	165	11/28/16	12/03/16	\$1,465.00
155	0154	Heartland Business Systems	<input type="checkbox"/>	09/20/16	Robin Widmar	IN/TA	SP17: 150-410-3CBA, 900-019-3M1B	165	01/18/17	01/21/17	\$1,465.00
156	0155	Williams Bay High School	<input type="checkbox"/>	09/20/16	Michelle Miller	IN	501-101-2zcf		09/06/16	12/17/16	\$288.24
157	0156	Williams Bay High School	<input type="checkbox"/>	09/20/16	Michelle Miller	IN	501-101-2zcm		09/06/16	12/17/16	\$1,441.20
158	0157	Catholic Central High School	<input type="checkbox"/>	09/20/16	Michelle Miller	IN	533-126-2zcn		09/06/16	12/17/16	\$288.24
159	0158	Knapp Mfg	<input type="checkbox"/>	09/20/16	Robin Widmar	IN	196-869-2ZBA, 196-869-2ZBB	146	09/17/16	11/29/16	\$1,518.00
160	0159	Bradshaw Medical	<input type="checkbox"/>	09/20/16	Robin Widmar	IN	SU16: 204-421-1ZBA	186	08/24/16	09/14/16	\$244.00
161	0160	Bradshaw Medical	<input type="checkbox"/>	10/03/16	Robin Widmar	IN	FA16: 606-420-2ZBA	186	10/03/16	12/05/16	\$842.00
162	0161	Kenall Mfg	<input type="checkbox"/>	09/21/16	Robin Widmar	IN	FA16:	166			\$7,213.00
163	0162	NAMI - Kenosha	<input type="checkbox"/>	09/21/16	Molly Meagher	TA	900-019-2KF2 - CIT #7		09/12/16	09/16/16	\$4,000.00
164	0163	NAMI - Kenosha	<input type="checkbox"/>	09/21/16	Molly Meagher	TA	900-019-2KF4 - CIP		11/14/16	11/15/16	\$4,000.00
165	0164	HFI Fluid Power Products	<input type="checkbox"/>	09/21/16	Robin Widmar	IN	FA16:	179			\$1,318.00
166	0165	Ocean Spray	<input type="checkbox"/>	09/26/16	Robin Widmar	TA	900-019-1M1E		07/15/16	09/20/16	\$9,240.00
167	0166	RL Spring Lean	<input type="checkbox"/>	09/13/16	Robin Widmar	IN	623-497/498-2aba	173	09/15/16		\$1,898.00
168	0167	Brunk Lean	<input type="checkbox"/>	09/13/16	Robin Widmar	IN	623-497/498-2abc	173	09/15/16		\$759.00

PRIM ARY	Contract #	Sponsor Name	DMI CFS	Date Req.	BY:	Type	Course Numbers	WATG #	Start Date	End Date	Estimated CFS Cost
169	0168	BRP Lean	<input type="checkbox"/>	09/13/16	Robin Widmar	IN	623-497/498*2std	173	09/15/16		\$380.00
170	0169	Kenosha County Highway Dept	<input type="checkbox"/>	09/26/16	Robin Widmar	TA			09/22/16	12/31/16	
171	0170	BRP	<input type="checkbox"/>	09/26/16	Robin Widmar	TA			10/20/16	10/20/16	
172	0171	RUSD	<input type="checkbox"/>	09/29/16	Michelle Miller	TA	SP17: 900-019-3zm1r				
173	0172	DOC - RCI	<input type="checkbox"/>	09/29/16	Arlene VanEss	IN	DOC Fall 16 Various				
174	0173	DOC-RYOC	<input type="checkbox"/>	09/29/16	Arlene VanEss	IN	DOC Fall 16 Various				
175	0174	DOC - ECC	<input type="checkbox"/>	09/29/16	Arlene VanEss	IN	DOC Fall 16 Various				
176	0175	Good Foods	<input type="checkbox"/>	09/30/16	Robin Widmar	IN/TA			10/04/16	12/19/16	
177	0176	Shiloh	<input type="checkbox"/>	10/03/16	Robin Widmar	IN	FA 16: 420-418-2ZB1, 2ZB2, 2ZB3	168	10/02/16	11/07/16	
178	0177	Town of Randal Police Dept.	<input type="checkbox"/>	10/04/16	Molly Meagher	IN	504-408F-2K2A & 531-448-2K2A		10/04/16	10/06/16	\$100.00
179	0178	WRTP Big Step	<input type="checkbox"/>								
180	0179	RUSD	<input type="checkbox"/>	10/05/16	Michelle Miller	IN/TA	900-019-3ZM1R		01/01/17	05/17/17	\$6,500.00

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action x
Information _____
Discussion _____

ADVISORY COMMITTEE ACTIVITY REPORT

Summary of Item: Approval of:
➤ New Members as of October 1, 2016
➤ 2016-17 Meeting Schedule as of October 1, 2016

Staff Liaison: John Thibodeau

GATEWAY TECHNICAL COLLEGE ADVISORY COMMITTEES -- NEW MEMBERS as of October 1, 2016

PROGRAM Name	Job Title	Employer	County Represented
Emergency Medical Technician, Advanced EMT, EMT Paramedic, Fire Medic, & Paramedic Technician			
Nielsen	Tina Director Emergency Services	Ascension All Saints	Racine
IT - Computer Support Specialist, IT - Computer Technician, & IT - Network Specialist			
Weber	Jill Help Desk Technician	Derse	Racine
IT - Junior SharePoint Developer, IT - Junior Web Developer, IT - Software Developer, & IT - Web Developer			
Geldermann	Jeffrey President & Chief Operating	Credentials Inc.	Out of District
Staudacher	Patrick Managing Partner/President	Talsco, Inc	Out of District

ADVISORY COMMITTEE 2016-2017 MEETING SCHEDULE as of October 1, 2016

ADVISORY COMMITTEE	DEAN	FALL 2016	SPRING 2017
Accounting Accounting Assistant	J. Fullington	Tuesday, September 27, 2016 5:30pm, iMET Center , Room 104	
Administrative Professional Office Assistant	R. Koukari	Tuesday, September 27, 2016 5:30pm, iMET Center , Room 104	
Adult Basic Education	C. Jennings		
Adult High School	C. Jennings	Wednesday, October 19, 2016 2pm-4pm, iMET, 104	
Aeronautics-Pilot Training	M. Babu	Wednesday, October 19, 2016 11:00 am - Horizon Center - Room 106	
Air Conditioning, Heating, & Refrigeration Technology Facilities Maintenance	M. Babu	Monday, September 19, 2016 5:00 pm - Kenosha Campus	
Architectural-Structural Engineering Technician Civil Engineering Technology - Fresh Water Resources Civil Engineering Technology – Highway Technology Geospatial Surveying Technician	M. Babu	Tuesday, October 11, 2016 5:30 pm - iMET Center - Room 104 & 401	
Automated Manufacturing Systems Technology Electromechanical Technology	M. Babu	Wednesday, Sept 14, 2016 8:00 am - Lakeview - Big Blue Room	Wednesday, March 22, 2017 8:00 am - Elkhorn Rm 112/114
Automotive Maintenance Technician Automotive Technology	M. Babu	Tuesday, October 4, 2016 5:30 pm - Horizon Center - Room 106	
Barber Technologist Cosmetology	T. Simmons		
Business Management Business Services Manager Small Business Entrepreneurship Supervisory Management	J. Fullington	Tuesday, September 27, 2016 5:30pm, iMET Center , Room 104	
CNC Production Technician CNC Programmer Tool and Die Technician	M. Babu	Thursday, September 22, 2016 5:30 pm - Racine Campus Erie Room 108	Thursday, March 09, 2017 5:30 pm - Elkhorn High School
Criminal Justice - Law Enforcement Criminal Justice – Law Enforcement Academy	T. Simmons		
Culinary Arts	T. Simmons		

ADVISORY COMMITTEE	DEAN	FALL 2016	SPRING 2017
Dental Assistant	M. O'Donnell	Wednesday, October 12, 2016 5:30 pm - Kenosha Campus, Room S127	
Diesel Equipment Mechanic Diesel Equipment Technology	M. Babu	Wednesday, October 5, 2016 5:30 pm - Horizon Center - Room 106	
Early Childhood Education Foundations of Teacher Education	T. Simmons	Tuesday, October 11, 2016 10:00 a.m. - Racine Campus	
Electrical Engineering Technology Electronics	M. Babu	Tuesday, October 11, 2016 5:30 pm - iMET Center - Room 104 & 401	
Advanced EMT Emergency Medical Technician EMT Paramedic Paramedic Technician	T. Simmons	Monday, October 3, 2016 2:00 p.m. - HERO Center - Room 101	
Fire Medic Firefighter Technician	T. Simmons	Thursday, October 6, 2016 10:00 a.m. - HERO Center - Room 101	
Gas Utility Construction and Service	M. Babu		
Graphic Communications Professional Communications	R. Koukari	Thursday, September 29, 2016 5:30pm, iMET Center, Room 104	
Health Information Technology	M. O'Donnell		
Health Unit Coordinator	M. O'Donnell	Thursday, October 20, 2016 3:30 p.m., iMET	
Horticulture	M. Babu	Monday, September 26, 2016 6:00 pm - Pike Creek - Room H120	
Hospitality Management	T. Simmons		
Human Services Associate	T. Simmons		
Information Technology - Computer Support Specialist Information Technology - Computer Technician Information Technology - Network Specialist	R. Koukari	Thursday, September 29 5:30 iMET Center - Room 104	
Information Technology - Junior SharePoint Developer Information Technology - Junior Web Developer Information Technology - Software Developer Information Technology - Web Developer	R. Koukari	Thursday, September 29 5:30 iMET Center - Room 104	
Interior Design	M. Babu	Thursday, Sept. 19, 2016 5:30 pm Kenosha - Room: A130	
Marketing	R. Koukari	Tuesday, September 27, 2016 5:30pm, iMET Center, Room 104	
Mechanical Design Technology	M. Babu	Tuesday, Sept. 27, 2016 4:30 pm - 6:00 pm / iMET 401	

ADVISORY COMMITTEE	DEAN	FALL 2016	SPRING 2017
Medical Assistant	M. O'Donnell	Wednesday, October 19, 2016 7:30 am. Racine Campus	
Nursing Assistant	D. Skewes	Tuesday, October 18, 2016 3:30 pm. Kenosha Campus Room S100A	
Nursing Associate Degree	D. Skewes	Thursday, October 13, 2016 2:00 pm Kenosha Room S100A	
Pharmacy Technician	M. O'Donnell	Tuesday, October 11, 2016 6:00 pm , Burlington Rm. 122	
Physical Therapist Assistant	M. O'Donnell		
Surgical Technology	M. O'Donnell	Monday, October 24, 2016 4:30pm Kenosha, S118, Surg Tech Lab	
Veterinary Assistant Veterinary Technician	M. O'Donnell	Monday, October 10, 2016 5:30 p.m. Veterinary Sciences Building-Teal Room	
Welding Welding/Maintenance & Fabrication	M. Babu	Wednesday, September 21, 2016 5:30 pm	Wednesday, March 01, 2017 5:30 - IMET Center Room 104

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action X
Information _____
Discussion _____

ANNUAL PROCUREMENT REVIEW

Summary of Item: A review of FY 2016 procurements over \$50,000 by vendor was conducted, in accordance with Wisconsin Administrative Code TCS 6.05 (2)(h). A summary of purchases is attached and highlights of the review are as follows:

FY 2016 purchases were reviewed to identify vendors for which annual purchases exceeded \$50,000. Based on the review, the College will undertake a competitive selection process for goods and services if the purchase volume is expected to exceed \$50,000 during the succeeding fiscal year.

The administration recommends approval of the report as required in Wisconsin Administrative Code TCS 6.05(2)(h).

Attachment: FY15-16 Annual Procurement Review Report

Ends Statement,
Executive Limitations
and/or WI Administrative
Code Compliance: Governance Commitment Policy 1.1
Financial Condition Policy 3.5
Wisconsin Administrative Code TCS 6.05 (2)(h)
Annual review. Require an annual review, based on a report that aggregates multiple purchases of similar goods, supplies, and services of all procurements made under pars. (f) and (g), to determine if a more competitive procurement process should be used in succeeding years. The district board shall take formal action on this report and such action shall be reflected in the district board's proceedings.

Staff Liaison: Jason Nygard

FY 2015-16 Annual Procurement Review

Vendor	Check amount	Pcard amount	Total	Description
Absolute Construction	\$523,550.15		\$523,550.15	Bid 1464, 1484, RFP 1412, RFP 1412
Action Target	\$237,034.00		\$237,034.00	RFP 1497
Adams Outdoor Advertising	\$52,617.80		\$52,617.80	Billboard advertising
AE Business Solutions	\$265,928.50		\$265,928.50	UW contract 15-2052
Airgas	\$41,209.25	\$82,913.65	\$124,122.90	ESM vendor, E&I contract
Allied Barton	\$318,207.79		\$318,207.79	RFP 1401
Amazon		\$183,392.65	\$183,392.65	Books and miscellaneous
Apple		\$88,537.95	\$88,537.95	NASPO/DOA contract 505ENT-010-WSCACOMPUT-00
Arthur J. Gallagher	\$82,170.00		\$82,170.00	Student fall coverage, reimbursed by students
Ascedia		\$53,200.00	\$53,200.00	Digital advertising
B&H Photo		\$82,507.77	\$82,507.77	E&I contract
Badger High School	\$239,970.63		\$239,970.63	Transcribed credits
Birchwood Snow & Landscape	\$69,892.07		\$69,892.07	RFP 1483
Blackboard	\$370,413.34		\$370,413.34	Sole source, licensing continuation
Bubrick's/Emmons	\$1,884.36	\$327,350.67	\$329,235.03	RFP 1409
Burlington Area School District	\$373,163.04		\$373,163.04	Lease of building
C&D Landscaping	\$111,205.49	\$108,265.25	\$219,470.74	RFP 1471, 1483
Camosy	\$1,428,357.65		\$1,428,357.65	Bid 1469, 1482, RFP 1412
CDW		\$1,765,335.09	\$1,765,335.09	ESM vendor, various contracts
Chase Bank	\$10,448,682.07		\$10,448,682.07	Principal and interest payments
Christiansen Aviation	\$80,925.00		\$80,925.00	RFP 1443, 1492
City of Elkhorn Light & Water Dept	\$135,905.16		\$135,905.16	Sole source, utility
CJ & Associates	\$119,380.80		\$119,380.80	RFP 1409
Construction Supply Service	\$139,890.00		\$139,890.00	Bid 1469, 1482
Delta Dental of Wisconsin	\$789,239.33		\$789,239.33	RFP 1351
Districts Mutual Insurance (DMI)	\$539,421.00		\$539,421.00	Insurance premiums
Diversified Security Services		\$59,259.44	\$59,259.44	Bid 1383
DWD-UI	\$63,609.37		\$63,609.37	Unemployment insurance
Eagle Training Services	\$149,185.00		\$149,185.00	RFP 1360
Electrical Contractors of WI	\$56,600.00		\$56,600.00	Bid 1476, 1486
Elkhorn Area School District	\$139,030.81		\$139,030.81	Instructor fees and transcribed credits
Ellucian	\$549,732.92	\$12,095.00	\$561,827.92	Licensing and upgrade of existing systems
Everbank Commercial Finance	\$59,650.60		\$59,650.60	AEPA contract
Films Media	\$104,184.57		\$104,184.57	WisPals subscriptions - chargebacks
Follett Higher Education	\$2,569,628.25		\$2,569,628.25	RFP 1348
Gateway Foundation	\$82,093.95		\$82,093.95	Lease payments
GE Capital Information Technology	\$57,005.16		\$57,005.16	AEPA contract
Gosiger Holdings	\$406,922.00		\$406,922.00	Sole source - Haas
Grainger		\$128,663.02	\$128,663.02	ESM vendor, E&I contract
Graybar		\$171,851.04	\$171,851.04	ESM vendor, US Communities contract
Hastings Air Energy		\$171,856.91	\$171,856.91	RFP 1491
Infosilem	\$54,012.65		\$54,012.65	Piggyback WTC RFP 2101-0119
Innovative Interfaces	\$114,359.00		\$114,359.00	WisPals subscriptions - chargebacks
Interspiro		\$99,426.70	\$99,426.70	HGACBuy contract
J. Ewens	\$114,626.66	\$5,242.76	\$119,869.42	RFP 1365
KCDHS	\$53,983.93		\$53,983.93	HPOP grant mandated vendor
Kenosha Unified School District	\$306,665.40		\$306,665.40	Lakeview lease agreement, salaries, utilities, equipment
Kranz	\$193.60	\$72,296.38	\$72,489.98	ESM vendor, National IPA contract
Lee Plumbing	\$119,725.39		\$119,725.39	Bid 1363, RFP 1412
Martin Petersen	\$593,128.84	\$73,580.18	\$666,709.02	Bid 1481, 1487, RFP 1368
McCotter Energy	\$143,715.00		\$143,715.00	Bid 1487
Mechanical Associates of WI	\$85,203.36		\$85,203.36	RFP 1368, 1412
Medical Shipment	\$59,999.00		\$59,999.00	Amerinet contract
Midwest Fiber Networks	\$123,607.44		\$123,607.44	RFP 4455
Midwest Veterinary Supply		\$75,212.64	\$75,212.64	UW contact 14-5617, and misc. equipment purchases
MSC		\$54,274.57	\$54,274.57	ESM vendor, DOA contract 505ENT-M12-FACILITMRO-00
NCS Pearson		\$51,211.00	\$51,211.00	Sole source for exams
Northeast Wisconsin Technical College	\$214,387.58	October 20	2016 \$214,387.58	Various consortium fees

OfficeMax		\$60,528.70	\$60,528.70	ESM vendor, VALUE contract
Ovid Technologies	\$52,232.00		\$52,232.00	WisPals subscriptions - chargebacks
Partners in Design	\$632,741.76		\$632,741.76	RFP 1306
Paragon Development Systems		\$544,376.40	\$544,376.40	ESM vendor, DOA contract 505ENT-M12-WICOMPUTER-00
Perceptivfe Software		\$66,392.00	\$66,392.00	UW contract 08-5887
Postmaster - Kenosha	\$53,325.00		\$53,325.00	Sole source, postage
Purchase Power	\$61,796.53		\$61,796.53	Sole source, Pitney Bowes postage meter refills
Quality Resource Group	\$5,104.26	\$168,645.94	\$173,750.20	RFP 1444
Quarles & Brady	\$52,629.89		\$52,629.89	WCTC RFP 1213-76
Racine Unifed School District	\$137,176.62		\$137,176.62	Instructor fees
Rasch Construction	\$61,316.21		\$61,316.21	Bid 1472
Redbird Flight Simulator	\$21,819.00	\$72,728.00	\$94,547.00	RFP 1485
Ricoh USA	\$311,364.10		\$311,364.10	US Communities contract
Riley Construction	\$756,339.26		\$756,339.26	Bid 1490, 1493, 1494, RFP 1412, 1420
Riley Purchasing	\$35,535.75		\$35,535.75	ODP for Riley Construction bids
SHI International	\$256,809.03		\$256,809.03	State contract, E&I contract
SKC Communications	\$179,205.78	\$90,973.00	\$270,178.78	UW contract 13-5174
Snap-On		\$354,659.40	\$354,659.40	Sole source
Standard Insurance Company	\$242,652.91		\$242,652.91	RFP 1351
Symetra Life Insurance Company	\$238,983.45		\$238,983.45	Consortium RFP, employee insurance
Sysco Eastern Wisconsin	\$61,993.58		\$61,993.58	Culinary food purchases, exempt from bidding
Tom Gagliardi Electric	\$113,145.55		\$113,145.55	RFP 1412
Trane	\$22,605.09	\$37,151.96	\$59,757.05	TCPN contract
Union Grove High School	\$108,541.47		\$108,541.47	Instructor fees
Waste Management		\$52,268.17	\$52,268.17	RFP 1339
Waterford High School	\$101,841.96		\$101,841.96	Instructor fees
WCA Group Health Trust	\$12,870,735.38		\$12,870,735.38	RFP 1351
WE Energies	\$1,121,914.40		\$1,121,914.40	Sole source, utilities
Western Technical College	\$51,819.33		\$51,819.33	Instructor fees
Western Waterproofing Company	\$220,583.80		\$220,583.80	Bid 1478
Westosha Central High School	\$56,390.44		\$56,390.44	Transcribed credits
WI Dept of Corrections	\$262,465.86		\$262,465.86	Correctional instructors
Wilmont High School	\$95,804.50		\$95,804.50	Instructor fees
WILS	\$87,830.65		\$87,830.65	WisPals chargebacks
Total	\$40,865,001.47	\$5,114,196.24	\$45,979,197.71	

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _____
Action _____X
Information _____
Discussion _____

NEW APPRENTICE PROGRAM REQUEST 50-XXX-X – PRESS SET-UP OPERATOR APPRENTICE

Summary of Item:

Board approval is requested to submit the Apprentice Related Instruction Action Form for 50-420-X Press Set-Up Operator Apprentice to the Wisconsin Technical College System for consideration. This program is not currently offered within WTCS, and the request is to implement this new offering at Gateway.

Attachments: Summary of Program Description

Staff Liaison: Debbie Davidson, BWS

Program Description – 50-420-X Press Set-up Operator Apprentice

Press Set-up Operators are responsible for setting up and operating power presses to trim, punch, shape, notch, draw, or crimp metal, composite, or plastic stock: Assembles, installs, and align dies in press according to specifications, using feelers, shims, templates, bolts, clamps, and wrenches. Set up Press Operators must:

1. Comprehend basic dimensions while measuring with precision measurement tools.
2. Understand basic shop math.
3. Basic knowledge and understanding of fabrication, hydraulic press and/or punch operations including basic set up is desired.
4. Be able to work with various types of metal forming constraints with guidance.
5. Be able to read and understand blueprints and other shop drawing aids.
6. Practice safety conscious behavior.
7. Be able to visually inspect parts for non-conformance to blue prints.

IX. POLICY GOVERNANCE MONITORING REPORTS

A. End Statement 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.

2) Businesses benefit from a well-trained, educated workforce and access to customized business and workforce solutions that support a positive business climate. WAT Grants – Debbie Davidson and Kate Walker

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

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

POLICY GOVERNANCE MONITORING REPORTS **Ends Statement 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.

- 2) Businesses benefit from a well-trained, educated workforce and access to customized business and workforce solutions that support a positive business climate.**

Staff Liaison: Debbie Davidson and Kate Walker

IX. POLICY GOVERNANCE MONITORING REPORTS

B. Executive Limitations

3.4 Budgeting / Forecasting – Tax Levy and Mill Rate Confirmation – Bill Whyte

GATEWAY TECHNICAL COLLEGE DISTRICT BOARD

Roll Call _X_
 Action ___
 Information ___
 Discussion ___

TAX LEVY AND MILL RATE CONFIRMATION

Summary of Item: The fiscal year 2017 budget, approved by the Board on May 12, 2016, included a total tax levy of \$31,489,031 and a rate of \$.82816. The approved budget was based on the assumption that property values would remain flat. The actual increase in values reported by the WI Department of Revenue is 3.53%.

The administration recommends that the FY 2017 rate be established at .80281, an increase of 1.00% over the prior year's rate of .79489. The tax levies and rates for fiscal years 2016 and 2017 proposed are as follows:

	<u>FY 2016 Actual</u>	<u>FY 2017 Budget as Approved May 12, 2016</u>	<u>% Incr (Decr)</u>	<u>FY 2016 Proposed</u>	<u>% Incr (Decr)</u>
<u>Tax Levies</u>					
Operations	\$19,908,031	\$20,408,031	2.51%	\$20,522,276	3.09%
Debt	<u>10,316,000</u>	<u>11,081,000</u>	7.42%	<u>11,081,000</u>	7.42%
Total	<u>\$30,224,031</u>	<u>\$31,489,031</u>	4.19%	<u>\$31,603,276</u>	4.56%
<u>Mill Rates</u>					
Operations	0.52358	0.53673	2.5%	0.52132	(0.4%)
Debt	<u>0.27131</u>	<u>0.29143</u>	7.4%	<u>0.28149</u>	3.8%
Total	<u>0.79489</u>	<u>0.82816</u>	4.19%	<u>0.80281</u>	1.00%

Attachments: Equalized Valuations and Mill Rates

Ends Statements and/or
 Executive Limitations: Executive Limitations
 Budgeting/Forecasting 3.4

Staff Liaison: William Whyte

ROLL CALL

Ram Bhatia	_____	Roger Zacharias	_____
Ronald J. Frederick	_____	Pamela Zenner-Richards	_____
Gary Olsen	_____	William Duncan	_____
Bethany Ormseth	_____		
Kimberly Payne	_____		
Scott Pierce	_____		

Top821.docx 10/12/16

Gateway Technical College Equalized Valuations and Mill Rates

Fund	Actual 2012-13	% Change	Actual 2013-14	% Change	Actual 2014-15	% Change	Actual 2015-16	% Change	Proposed 2016-17	% Change
General	\$48,830,000	0.0%	\$48,830,000	0.0%	\$17,047,925	-65.1%	\$17,813,826	4.5%	\$18,428,071	3.4%
Special Revenue - Operational	2,286,000	0.0%	2,286,000	0.0%	2,086,000	-8.7%	2,049,205	-1.8%	2,049,205	0.0%
Special Revenue - Non Aidable	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Enterprise	45,000	0.0%	45,000	0.0%	45,000	0.0%	45,000	0.0%	45,000	0.0%
Operational Tax Levy	51,161,000	0.00%	51,161,000	0.00%	19,178,925	-62.51%	19,908,031	3.80%	20,522,276	3.09%
Debt Service	8,275,000	7.00%	8,882,000	7.34%	9,600,000	8.08%	10,316,000	7.46%	11,081,000	7.42%
Total Tax Levy	\$59,436,000	0.92%	\$60,043,000	1.02%	\$28,778,925	-52.07%	\$30,224,031	5.02%	\$31,603,276	4.56%
Mill Rates										
Operations	1.33999	7.7%	1.39289	3.9%	0.51335	-63.1%	0.52358	2.0%	0.52132	-0.4%
Debt Service	0.21673	15.2%	0.24182	11.6%	0.25696	6.3%	0.27131	5.6%	0.28149	3.8%
Total Mill Rate	1.55672	8.67%	1.63471	5.01%	0.77031	-52.88%	0.79489	3.19%	0.80281	1.00%
Property Values										
Equalized Valuation - Taxable	\$38,180,224,464	-7.13%	\$36,730,173,803	-3.80%	\$37,360,066,597	1.72%	\$38,022,995,861	1.77%	\$39,366,010,570	3.53%
Value of Tax Exempt Computers ⁽¹⁾	\$103,779,427	-10.2%	\$98,700,900	-4.9%	\$105,064,500	6.4%	\$177,585,500	69.0%	\$146,668,800	-17.4%
State Aid for Exempt Computers	\$161,556	-2.4%	\$161,347	-0.1%	\$80,932	-49.8%	\$141,161	74.4%	\$117,747	-16.6%

⁽¹⁾ Wisconsin Act 237 exempted business computers from being subject to property taxes beginning with the FY 2000 tax levy. The act calls for state aid to offset the loss of property tax revenue.

X. BOARD MEMBER COMMUNITY REPORTS

XI. NEXT MEETING DATE AND ADJOURN

- A. Regular Meeting – Thursday, November 17, 2016, 8:00 am, Kenosha Campus, Room T127
- B. Adjourn