WAUKESHA COUNTY TECHNICAL COLLEGE













URE THRIVING ACADEMIC ATION MISSION CULTIVATE INCLUSIVE EXPERIENCES

VITAL COLLABORATIVE ALLIANCES

PREMIER REGIONAL HUB

SLEEK, SIMPLE, INTUITIVE

WCTC District Board Regular Meeting

Tuesday, February 11, 2025, 5:00 p.m. Waukesha County Technical College Richard T. Anderson Education Center (RTA), C051/C057

UPCOMING MEETINGS

Regular Board Meeting	Tuesday, March 11, 2025	5:00 p.m.	RTA, C051/C057
Regular Board Meeting	Tuesday, April 8, 2025	5:00 p.m.	RTA, C051/C057
Public Hearing and Regular Board Meeting	Tuesday, May 13, 2025	5:00 p.m.	RTA, C051/C057

The modern comprehensive regional college that ignites people to thrive in a changing world.



10365/23

Waukesha County Area Technical College District Board Meeting February 11, 2025 - 5:00 PM Richard T. Anderson Education Center, C051/C057

AGENDA

I. Call to Order – Brian Baumgartner

A. Pledge of Allegiance

II. Public/Staff Remarks*

III. Delegates to be Heard

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A. Student Government Association – Pierson Barnes

IV. President's Report – Dr. Richard G. Barnhouse

V. Approval of Consent Agenda Items

- 5-6 A. Minutes Dated January 14, 2025
- 7-9 B. Accounts Payable Summary for January 2025
- 10 C. 38.14 Contract Report for January 2025
- 11-25 D. WCTC Foundation Memorandum of Understanding
- 26-35 E. Boards End Monitoring: 2024/25 First Quarter Financial

VI. Action Items

- 36-44 A. Resolution Awarding the Sale of \$2,600,000 General Obligation Promissory Notes, Series 2025A Jane Kittel
- 45-46 B. Contribution Recognition Executive Limitation 3.15 Jane Kittel and Robyn Ludtke
- 47-55 C. Presentation and Approval of S Building AJN Lobby Renovation Rich Haen

VII. Presentation/Discussion

A. Esports Update – Ian Sheeley

VIII. Adjournment – Brian Baumgartner

Dr. Richard G. Barnhouse, President

* Board Meeting Rules of Conduct

District Board meetings are to be conducted in accordance with the published agenda. Public remarks are allowed but must be made during the "public/staff remarks" section of the agenda and are limited to three (3) minutes per person and fifteen (15) minutes in total. This is not a public hearing. Persons who wish to address the district Board may make a statement as long as it pertains to a specific current agenda item. The District Board Chairperson may or may not respond to statements made.

Public/Staff Remarks Procedure:

- 1. Public Comments must pertain to a current agenda item.
- 2. Comment request forms must be completed and submitted to the District Board Executive Assistant prior to the meeting.
- 3. The Board Chairperson will ask the requesting speaker to come forward to present their comments to the District Board.
- 4. Speakers must adhere to the three (3) minute limit per individual.
- 5. Total time allotted for all public remarks shall not exceed fifteen (15) minutes.
- 6. The Board Chairperson reserves the right to stop unprofessional discussion or discussion targeted toward a specific individual.

Unless requested by the Board Chairperson from the audience regarding a specific agenda topic, public comments or dialogue are not allowed during other portions of the board meeting and/or discussion. Interruptions or disruptive behavior may result in security being notified. Public comments or communications may also be directed to the Board through the President's office in Room C211.

Attention Individuals with Disabilities:

Every reasonable effort will be made for special accommodations for individuals with disabilities for public board meetings. Please contact the District Board Executive Assistant at 262/691-5211 at least 72 hours prior to the meeting if you require special accommodations.



BOARD REPORT



February 1st, 2025 | Student Government Association | Waukesha County Technical College

Upcoming Events

02/12 Valentine's Craft Day **Q**(WAUKESHA)

SGA will be hosting a Valentine's crafting day on the **Waukesha** Campus. Students can enjoy Crumbl Cookies while creating Valentine's Day cards and bracelets.

02/13 Valentine's Craft Day **9**(PEWAUKEE)

SGA will be hosting a Valentine's crafting day on the **Pewaukee** Campus. Students will be able to choose from a variety of creative projects, with the collaborative opportunity to upcycle discarded library books and create heart-shaped creations.

02/24 Blood Drive

SGA will be hosting a blood drive in the RTA, inviting students, staff, and faculty to donate blood and make a difference in the community.

02/27 WCTC Spring Open House

SGA will have a table at the Spring Open House. This will present an opportunity for SGA members to engage with prospective students to share insights on what Student Life has to offer to enhance their experience at WCTC.



SGA members & Student Life staff posing for first place at Blessings in a Backpack.

RACE TO FEED

On Thursday, January 9th, WCTC's SGA members and Student Life staff joined forces to make a meaningful impact at the Blessings in a Backpack event, packing 10,000 meals for Waukesha County kids to take home for the weekend.

The team participated in six rounds of packing, with each round consisting of 72 meals. Starting strong but steady,

the first round took 5 minutes and 42 seconds, and by the final round, the team had sharpened their teamwork to finish in just over 2 minutes! The event brought together around 30 teams across three divisions, all striving toward the shared goal of fighting food insecurity. The WCTC team not only claimed first place in their division but also earned the title of Grand Champion! In the end, the whole event was a powerful reminder of what we can achieve when we all come together for a greater cause.

EMERGING OPPORTUNITIES AT THE CAPITOL

SGA looks forward to attending the annual Wisconsin Student Government Legislative Seminar in Madison between February 16th and the 18th. This dynamic event offers incredible opportunities to network with students and leaders from colleges across the state, fostering collaboration and the exchange of ideas.

One key highlight of the seminar that SGA is looking forward to is the chance to meet with elected representatives and senators at the State Capitol. During these meetings, SGA members will introduce themselves, share their perspectives as students, and advocate for initiatives and issues that support the success and growth of WCTC's community.

This seminar is not only a valuable learning experience but also an opportunity to make a meaningful impression. SGA looks forward to representing the college and connecting with other student leaders to help shape the future of education in Wisconsin.



Waukesha campus Welcome Week giveaway.

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WARM WELCOMES

To kick off the Spring Semester, SGA hosted a mini welcome week. These daily events were smaller in scale compared to the Fall Welcome Week events. However, they still brought plenty of excitement and opportunities for students to connect and enjoy treats. SGA also brought the celebration to the Waukesha campus on Wednesday with a pizza and a "Hip Pack" giveaway, ensuring that students at both campuses had the chance to join the festivities.

Waukesha County Technical College District Board Meeting Minutes January 14, 2025 - 5:00 PM Richard T. Anderson Education Center, C051/C057

Present:	Absent
Brian Baumgartner, Chairperson	Stephanie Reisner, Board Member
Courtney Bauer, Vice Chairperson	
Ryan Clark, Secretary/Treasurer	
Rob Ewing, Board Member	
Jim Zaiser, Board Member	
Michael Cady, Board Member	
Jamie Stahulak, Board Member (virtual)	
Also Present:	

Richard Barnhouse

11 guests

REGULAR MEETING

I. Call to Order – Brian Baumgartner 5:00 pm

II. Public/Staff Remarks*

A. None

III. President's Report – Dr. Richard G. Barnhouse

- A. Dr. Barnhouse welcomed everyone to the January WCTC District Board meeting.
- **B.** Dr. Barnhouse and Mike Shiels met with WTCS System Board Member Dan Kleckler regarding insights on working with the community and auto industry.
- **C.** Dr. Barnhouse, Dr. Frazier Arthur, and Dr. Piazza met with Lakeland University. Dr. Barnhouse reports 128 WCTC graduates have transitioned to Lakeland to obtain their baccalaureate degree on the WCTC campus.
- **D.** Dr. Barnhouse presented to the WCBA Small Business group to discuss AI.
- **E.** Dr. Barnhouse met with the WCBA Policy Board to discuss a 3-year degree. The group was supportive.
- F. Dr. Barnhouse will meet with MMAC and Wisconsin Legislators to discuss a 3-year degree.
- **G.** The annual Board Member appointment process has begun. The four positions up for renewal are in the categories Elected Official, Additional Member, Employer, and Employee.
- **H.** The WCTC employee retirement group Wise Old Owls group met on campus last week and Rich spoke with them at their luncheon about the work going on at WCTC.
- I. Dr. Barnhouse thanked those Board members who participated in the Fall Commencement last month.

IV. Approval of Consent Agenda Items

- A. Minutes dated December 10, 2024
- B. Accounts Payable Summaries December 2024
- C. 38.14 Contract Report December 2024
- **D.** Approval of Hire Report

Dr. Cady motioned to approve the Consent Agenda Items, receiving a second from Mr. Zaiser. Approved, carried unanimously.

V. Action Items

- A. Resolution Authorizing the Issuance of \$2,600,000 General Obligation Promissory Notes, Series 2025A, of Waukesha County Area Technical College District, Wisconsin, and Setting the Sale of the Notes – Kristine Golz
 - Ms. Golz requested the issuance for remodeling projects including bathrooms in C building and concrete burn building, and Waukesha Campus renovations. and capital equipment in academics and operations.

Mr. Ewing motioned to approve the issuance of \$2,600,00 general obligation promissory notes, receiving a second from Mr. Clark. Approved, carried unanimously.

- **B.** Approval of Fire Training Concrete Burn Building Repairs Rich Haen
 - Mr. Haen discussed this project and the need for repair of the fire training concrete burn building.

Ms. Bauer motioned to approve the repair project, receiving a second from Mr. Zaiser. Approved, carried unanimously.

VI. Presentation/Discussion

- A. Graduate Follow-up Report Ryan Paulus
 - Mr. Paulus discussed the results of the Graduate Follow-up Report. This is a survey of WCTC students 6 months after they graduated.
 - 96% of graduates were employed in Wisconsin, 86% were employed in Milwaukee-Waukesha area.
 - 2. 94% of graduates are either working or continuing their education.
 - 3. Median salary of graduates is \$51,980.
 - 4. 15.3% of students have student loan debt, compared to 39% nationally.
 - 5. 98.2% of satisfaction rate, the second highest in the WTCS system.
 - 6. 40% response rate for this survey.

VII. Adjournment – Brian Baumgartner

A. Mr. Ewing motioned to adjourn the meeting, receiving a second from Mr. Zaiser. Meeting adjourned at 5:29 pm.

Respectfully Submitted by Jennifer Hagen Sr. Executive Assistant to the Board Signed:

Ryan Clark, Board Secretary/Treasurer

Check Register Report Accounts Payable account code "WA". Dated 1/31/25 Database instance PROD-Native

Number	Date	Payee	Amount
C0799866	1/7/2025	ABM Industries Inc	\$ 61,437.02
C0800327	1/30/2025	ABM Industries Inc	\$ 61,437.02
C0800060	1/14/2025	American Program Bureau Inc	\$ 6,600.00
10039540	1/28/2025	Badger Laundry Machinery Inc	\$ 7,102.59
C0800222	1/23/2025	Bibliotheca LLC	\$ 24,000.00
C0799955	1/9/2025	Burmax	\$ 17,971.63
10039395	1/7/2025	Camera Corner	\$ 107,348.82
10039541	1/28/2025	Canto Inc	\$ 8,240.00
C0799956	1/9/2025	Careismatic Brands Inc	\$ 9,491.71
10039513	1/23/2025	CC&N Communications Cabling & Networking	\$ 16,934.78
10039514	1/23/2025	CDW-G Computer Discount Warehouse	\$ 6.978.00
10039572	1/30/2025	Connect Search LLC	\$ 11,850.00
10039516	1/23/2025	Connect Search LLC	\$ 5,005.00
C0800064	1/14/2025	Constellation NewEnergy Gas Division LLC	\$ 22,101.24
C0800165	1/21/2025	D & H Distributing	\$ 11,830.35
C0800332	1/30/2025	D & H Distributing	\$ 10,017.95
C0800266	1/28/2025	D & H Distributing	\$ 8,254.55
C0800116	1/16/2025	D & H Distributing	\$ 5,641.00
10039517	1/23/2025	Dell Marketing L P	\$ 364,104.32
10039518	1/23/2025	Duet Resource Group	\$ 99.829.29
10039400	1/7/2025	Duet Resource Group	\$ 78,899.90
10039544	1/28/2025	Duet Resource Group	\$ 6,641.10
10039402	1/7/2025	Elevate Healthcare Inc	\$ 11,568.72
C0800120	1/16/2025	Ellucian Company LLC	\$ 637,418.00
C0800167	1/21/2025	Ellucian Company LLC	\$ 35,002.00
10039473	1/16/2025	Emmons Business Interiors	\$ 30,209.37
10039403	1/7/2025	Emmons Business Interiors	\$ 9,982.00
C0800225	1/23/2025	Ferguson Enterprises Inc	\$ 17,092.66
10039405	1/7/2025	Filtration Concepts Inc	\$ 7,354.58
C0799872	1/7/2025	Four Winds Interactive LLC	\$ 43,976.00
10039453	1/14/2025	Gannett Wisconsin LocaliQ	\$ 32,982.60
10039474	1/16/2025	Gardner Builders Milwaukee LLC	\$ 207,021.63
10039546	1/28/2025	Hein Electric Supply Co	\$ 9,325.96
C0800170	1/21/2025	Henry Schein Inc	\$ 33,476.00
C0800339	1/30/2025	Hyland Software Inc	\$ 47,733.36
10039407	1/7/2025	IdentiSys	\$ 18,960.00
C0800270	1/28/2025	IGrad LLC	\$ 5,000.00
10039575	1/30/2025	Imperial Dade	\$ 9,509.39
C0799965	1/9/2025	Independence Painting LLC	\$ 17,235.87
C0800123	1/16/2025	Independence Painting LLC	\$ 9,262.48
C0799874	1/7/2025	J J Keller & Associates Inc	\$ 8,650.55
C0800341	1/30/2025	Jill P Wohlfeil MD SC	\$ 10,000,00
C0799875	1/7/2025	John E Reid & Associates, Inc	\$ 9,600.00
10039547	1/28/2025	Kwalu LLC	\$ 31,146.08
C0800171	1/21/2025	Lab Midwest Corp	\$ 163,500.96
10039495	1/21/2025	Madison National Life Insurance Co	\$ 9,382.79
C0800069	1/14/2025	Master Z's	\$ 16,370.34 Voided and reissued - Vendor damaged during of
C0800271	1/28/2025	Master Z's	\$ 16,370.34
10039457	1/14/2025	McGraw Hill Education Inc	\$ 8,012.30
C0799877	1/7/2025	Midwest Defense Solutions LLC	\$ 14,100.00
C0799878	1/7/2025	MIT Rental LLC	\$ 21,350.00
C0799878 C0800127	1/16/2025	MIT Rental EEC MSC Industrial Supply	\$ 20,342.12
C0800127 C0800350	1/30/2025	PBBS Equipment Corporation	\$ 10,590.03
10039458	1/14/2025	PFM Asset Management LLC	\$ 12,844.27
C0800172	1/21/2025	Praesidium	\$ 16,000.00
10039550	1/28/2025	Quarles & Brady LLP	\$ 28,846.50
C0799978	1/9/2025	Refractory Service Inc	\$ 20,160.00
C0799978 C0799881	1/7/2025	Revere Electric Supply Co	\$ 20,100.00 \$ 8,886.33
10039577	1/30/2025	Revere Electric Supply Co	\$ 8,610.57
C0800352	1/30/2025	Shadow Soft LLC	\$ 8,010.37 \$ 17,620.16
			\$ 8,637.68
!0039411 !0039552	1/7/2025	Simons Electrical Systems	
	1/28/2025	Symetra Life Insurance Company	
	1/7/2025	Village of Derroulize	\$ 28.560.17
C0799885 C0800174	1/7/2025 1/21/2025	Village of Pewaukee Village of Pewaukee	\$ 28,560.17 \$ 25,281.68

Number	Date	Payee	Amount
C0799886	1/7/2025	Waukesha County	\$ 56,909.58
C0799892	1/7/2025	WE Energies	\$ 64,474.68
C0800360	1/30/2025	WE Energies	\$ 6,229.95
C0800078	1/14/2025	WE Energies	\$ 5,353.32
10039434	1/9/2025	Weatherproofing Technologies Inc	\$ 11,099.05
C0800280	1/28/2025	West Coast Beauty	\$ 9,636.03
C0800132	1/16/2025	Wil-Surge Electric	\$ 742,071.30
C0800133	1/16/2025	Zimmerman Design Group	\$ 64,182.51
C0800178	1/21/2025	Zimmerman Design Group	\$ 9,056.96
		•	
		74 Payments TOTAL:	\$ 3,690,970.94

ACCOUNTS PAYABLE SUMMARY January 2025

To the Secretary/Treasurer of the Waukesha County Area Technical College District Board:

The Chief Financial Officer - Finance submits for approval the attached claims for payment, which include payroll deductions, of \$3,690,970.94

The Waukesha County Area Technical College District Board and President have examined these claims and approve their payment this 11th day of February, 2025

Chair

Secretary/Treasurer

President

WAUKESHA COUNTY TECHNICAL COLLEGE CORPORATE TRAINING CENTER CONTRACT APPROVAL REPORT **JANUARY, 2025**

								Informational		
Year	# Customer	Start Date	Туре	Service Description	Number of Participants	Total Revenue	Est. Direct Cost	Variance (1)	Est. Full Cost	Variance (2)
In-Stat	te Contracts									
2025	8131 Berco of America Inc	8/31/2024	I	Foundational Leadership	16	6,249	2,658	3,591	2,798	3,451
2025	8220 GE Healthcare Technologies	12/11/2024	Т	Learning Days IT - AI	N/A	1,560	500	1,060	637	923
2025	8237 GE Healthcare Technologies	11/18/2024	Т	Learning Days IT - AI	N/A	2,880	960	1,920	1,222	1,658
2025	8265 Eaton Corporation	1/9/2025	I	Train the Trainer	5	3,880	1,481	2,399	1,970	1,910
2025	8266 Prolec - GE Waukesha Inc.	1/1/2025	Т	Bootcamp Cohort 4	N/A	9,148	3,432	5,716	4,555	4,593
2025	8270 Eaton Corporation	1/2/2025	I	Coil Winding/Welding	6	23,511	9,140	14,371	11,822	11,689
2025	8288 Triple Canopy	12/19/2024	Ι	Firearms Training	5	600	316	284	425	175
Center	r for Early College Opportunities (High Scl	hool Transcripte	d Cre	dit)						
(CTC collaborates with the Center for Early Colle	ege Opportunities (orovid	ing 38.14 contracts for High School Trans	scripted Credit (HS	TC)				
2025	8065 Multiple Recipient	7/1/2024	Ι	DEA School of Health DEA School of Applied	189	151,457	151,457	-	151,457	-
2025	8066 Multiple Recipient	7/1/2024	Ι	Technologies DEA School of Protective &	1,133	437,976	437,976	-	437,976	-
2025	8067 Multiple Recipient	7/1/2024	I	Human Services	702	368,240	368,240	-	368,240	-
2025	8068 Multiple Recipient	7/1/2024	I	DEA School of Business	260	97,630	97,630	-	97,630	-
2025	8136 Johnson Creek School District	8/26/2024	I	Intro to Psychology	17	7,710	2,842	4,868	3,618	4,092
2025	8206 Kettle Moraine School District	1/3/2025	I	Kettle Moraine Nursing Assistant	10	7,500	5,286	2,214	5,654	1,846
ALL CO	DNTRACTS				2,343	1,118,341	1,081,918	36,422	1,088,004	30,337

N/A* denotes technical assistance contract. These are non-instructional activities provided to a company, no enrollment #s are available.

COLUMN DEFINITIONS:

Type of Service: I=Instruction T= Technical Assistance F=Fiscal and Management Service

Total Revenue: Contract Amount (Agreed upon selling price based on Board's pricing structure) + any related revenue from grants.

Estimated Direct Cost: Salary and Benefits plus all Direct Expenses

Estimated Full Cost calculation: [Salary & Benefits + (Salary & Benefits x the appropriate State Indirect Cost Factor)]

Variance: (1) The difference between Total Revenue and Estimated Direct Cost

Variance: (2) The difference between Total Revenue and Estimated Full Cost

Comments: While the college is not required to recover full cost for 38.14 contracts, the WTCS mandates that the Board be made aware of contracts where estimated full cost is not recovered.

Rationale is provided for those contracts. WCTC Adm. Policy FIN-550 reflects that transcripted credit 38.14 contracts will not provide for full cost recovery.

FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

(An Agreement between Waukesha County Technical College and WCTC Foundation, Inc.)

This First Amended and Restated Memorandum of Understanding (this "Agreement") is made between Waukesha County Technical College (hereinafter referred to as the "College") and WCTC Foundation, Inc. (hereinafter referred to as the "Foundation") effective March 1, 2025 (the "Effective Date"). The College and the Foundation may be referred to herein individually as a "Party" and collectively as the "Parties." This Agreement amends and restates in its entirety that certain Memorandum of Understanding between the College and the Foundation dated October 22, 2019, as amended by that certain Memorandum of Understanding – Extension dated June 14, 2023, and as amended by that certain First Amendment to Memorandum of Understanding, dated effective January 1, 2025 (collectively and as amended, the "2019 MOU").

Introduction

WHEREAS, the Foundation was organized and incorporated in 1977 as a Wisconsin non-stock corporation and is organized and operated exclusively for the maintenance and benefit of the College;

WHEREAS, the Foundation is a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code") that supports the College, is exempt from federal income taxation under Code Section 501(a), and qualifies as a public charity under Code Section 509(a)(3);

WHEREAS, the College is a postsecondary public education institution created pursuant to Chapter 38 of the Wisconsin Statutes exempt from federal income tax as an organization described in Code Section 509(a)(1);

WHEREAS, the College recognizes that the Foundation's development and fundraising efforts will financially benefit and support the College and its students, and ultimately will allow the Foundation to self-sufficiently operate without the need for financial support from the College; and

WHEREAS, the College and the Foundation desire to formalize a new Memorandum of Understanding to govern their relationship and to be effective on March 1, 2025.

NOW THEREFORE, based on the foregoing recitals, and for good and valuable consideration acknowledged by the College and the Foundation and as set forth herein,

IT IS HEREBY AGREED AS FOLLOWS:

- I. Purpose of the Agreement
 - (1) The College and Foundation recognize the importance of voluntary external private support and encourage grants and contributions to support the College, its students, and its programs. The Foundation is intended to be an important means through which external private support to the College shall be raised.
 - (2) Although the Foundation's primary purpose is to exclusively support the College, it is an independent organization, and the Parties desire to agree in writing upon the terms of the Parties' relationship to preserve the privacy and independent status of the Foundation and to convey these terms to the College's alumni, donors, and others.

II. The Foundation's Commitment to the College

- (1) The Foundation agrees that its primary purpose, as stated in its Articles of Incorporation, is to solicit hold, manage, invest and expend endowment funds and other gifts, grants, and bequests, whether consisting of real or personal property, and whether subject to directions or conditions imposed by the donors exclusively for the maintenance and benefit of the College and such of its charitable or educational programs or activities as the Board of Directors of the Foundation from time to time deem to be suitable and appropriate. The Foundation agrees to refrain from any conduct, practice, business, or activity that would harm the College's reputation or be inconsistent with the College's mission.
- (2) The Foundation, with the reasonable recommendations of the College President, affirms that the Foundation's fundraising efforts are intended to (i) provide scholarships to assist students attending the College, (ii) provide funds for capital improvements to the facilities of the College, (iii) provide funds for such other College needs as reasonably identified by the College President, and (iv) provide for the operations of the Foundation consistent with the Foundation's status as a tax-exempt public charity under Section 501(c)(3) of the Code.
- (3) Fundraising efforts by the Foundation will be made in furtherance of the educational goals of the College and the Foundation will solicit contributions to fulfill such educational goals of the College.
- (4) The Foundation agrees to plan, direct, and implement certain phases of private sector fundraising efforts, including but not limited to, special events, direct mail appeals, annual, major, and planned gift solicitations, and corporate and foundation grants and to conduct such other fundraising campaigns as may be deemed necessary and desirable by the Foundation, and the College.
- (5) The Foundation agrees to identify, cultivate, evaluate, and solicit active and prospective donors and contributors for the benefit of the College, in accordance with the reasonable recommendations of the President of the College or the President's Designee (defined below); and to secure, for the benefit of the College's students, faculty, and programs, private monetary resources in the continuing quest for student success.
- (6) The Foundation agrees to keep complete, accurate, and confidential financial records of donors and donor funds; and to establish and enforce policies to protect donor confidentiality and privacy and provide access to data and records on a need-to-know basis in accordance with applicable laws. If the Foundation receives from any third party a request for records pursuant to the Wisconsin Public Records Law (Wisconsin Statute § 19.31-19.39), the Foundation will determine if it is required to provide the records requested, considering applicable laws and regulations that apply to foundations which support Wisconsin public institutions. The Foundation will consult with the College President and if the President so directs, the College's legal counsel, regarding this request and the determination of whether the request should be honored in advance of responding to the request. The Foundation shall honor to the extent possible, its duties of confidentiality and privacy to donors with respect to the request.

- (7) The Foundation's commitment pursuant to this Agreement will align with the overall goals of the College to serve the Waukesha County Area Technical College District¹ and to provide opportunities for educational achievement in the areas covered by the College's curriculum.
- (8) The President of the College, or the President's Designee, will periodically provide the Foundation with updates on the College's plans and needs to ensure the Foundation is aware of financial support the College needs to fulfill these goals. This shall include assessments of needs of the College not otherwise provided by or needs in excess of, the tax revenue and related governmental support received by the College, including bond initiatives. Based on the information provided to the Foundation, the Foundation will annually produce a Foundation budget for the upcoming fiscal year that will include fundraising goals (and if possible specific capital projects and educational programs it plans to support) and expenses it will incur in raising such financial support. The Foundation budget will be delivered to the President of the College for review. After the Foundation budget has been mutually agreed-upon by the Foundation and the College President, the Foundation Executive Director shall present the Foundation budget to the Foundation's Board for final approval in May of each year for the fiscal year beginning July 1. At the Foundation's board of directors meeting at which the budget will be approved, the College President will be provided the opportunity to discuss with the Board (i) the proposed budget and (ii) the College President's role in helping to ensure that budgetary fundraising goals are met.
- (9) Members of the Foundation Board of Directors will be appointed, selected, or elected in a manner consistent with the Foundation's Bylaws, which requires that the College's President submit his prior approval of the election of the Foundation's directors. Before electing new Board members, the Foundation shall provide a written notice to the College President of new Foundation Board members being considered. The College President will provide feedback and approval to the Foundation Executive Director and/or any Foundation Board nominating committee, as applicable, regarding any such candidates.
- (10) The Foundation Board will continue to be responsible for the control, investment, management, and expenditure of all assets of the Foundation in a manner consistent with donor intent and applicable law, including the Uniform Prudent Management of Institutional Funds Act ("UPMIFA"), as applicable, and Section 501(c)(3) of the Code. But in any event, before the Foundation agrees to any restrictions on the use or investment of contributions made to exclusively benefit the College, it shall provide the College President or the President's Designee with such proposed restrictions or conditions to ensure that such restrictions are consistent with the overall mission and academic programs of the College and are not against public policy.
- (11) The Foundation's Board shall continue to abide by its conflict-of-interest policy and each year obtain a report from each Board member of his or her related business, employment, and relationships.
- (12) The Foundation Board will also continue to be responsible for overseeing the performance of all aspects of the Foundation's operations. Such performance and oversight are guided by the Foundation's Bylaws that address the Foundation's fiduciary responsibilities, including

¹ For purposes of this MOU, District shall be defined in accordance with applicable law and regulations as may be amended from time to time. As of the Effective Date, the District is defined as Waukesha County less the portion of the School District of West Allis, West Milwaukee, et al. and the portion of the City of Milwaukee lying within Waukesha County; plus the portion of the Oconomowoc Area School District in Dodge and Jefferson Counties, the Palmyra-Eagle Area School District, and the School District of Kettle Moraine in Jefferson County and the Muskego-Norway School District in Racine County.

expectations of individual board members based upon ethical guidelines and policies. The Foundation's Board shall continue to abide by its conflict-of-interest policy and each year obtain a report from each Board member of his or her related business, employment and relationships.

- (13) The Foundation has authority to hire, remove, evaluate and supervise the Foundation Executive Director; provided that the Foundation shall consult with the College President in an advisory capacity as to (i) hiring and removal of the Executive Director, including discussing the actual process of hiring, the description of attributes needed for the position, and the fundraising and related background experience of applicants, (ii) the expectations and job duties of the Foundation Executive Director, and (iii) the Executive Director's performance, and for purposes of an annual review, as to whether and how the Foundation Executive Director met identified expectations, and how the Foundation Executive Director can improve performance to meet identified expectations. The College and the Foundation further acknowledge that the expenses relating to the Foundation Executive Director, including compensation and benefits, shall be the sole responsibility of the Foundation.
- (14) The Foundation Executive Director, in consultation with the College President, is responsible for hiring, removal, compensating, and evaluating the remaining Foundation staff. The Foundation shall ensure that all compensation it pays (including but not limited to salary, retirement benefits, and retention bonuses) is fair and reasonable within the meaning of Sections 501(c)(3) and 4958 of the Code.
- (15) The Foundation shall use it best efforts to raise funds to enable the Foundation to pay for its own operating costs and to operate efficiently in accordance with its tax-exempt purposes without having to rely on financial support from the College.
- (16) The College agrees to provide the Foundation with various in-kind support, including use of College facilities for offices of the Foundation, and use of financial and accounting support. The Foundation shall keep all donor information separate in the Foundation's network. The Foundation may disclose donor information to the College's Finance Staff; provided that each such College staff person signs a non-disclosure and confidentiality agreement in substantially the form attached as Exhibit B hereto, agreeing to keep all such information confidential to the extent permitted by applicable law.
- (17) The Foundation will provide information relevant to the Parties' obligations under this Agreement and its activities during at least quarterly meetings between the College President or the President's Designee, the Foundation Executive Director, and the College's CFO.
- (18) The Foundation will not share student information with any parties outside of the College, including donors, without the expressed written consent of the student and the College. The Foundation will ensure that management and sharing of student information at all times complies with the requirements of the Family Educational Rights and Privacy Act ("FERPA") and will indemnify the College for any FERPA violations caused by the Foundation or its agents.
- (19) The Foundation will comply with all cyber-security measures of the College as provided in the College's cyber-security policy, which policy will be made available to Foundation personnel, and protect student/staff data in part by not transferring data to a flash drive, using an external backup, and by maintaining all security requirements such as shutting down computers every night, not allowing individuals to see screens, completing password changes, and not allowing another individual to utilize their work computer. The College sends all individuals on the College network "spam emails" to identify individuals who may not be appropriately following protocols to protect the College network. If individuals affiliated with the Foundation do not follow the

established protocols per the cyber-security policy, the Foundation will require such individuals to attend additional training provided by the College's Information Technology Department.

- (20) The Foundation will use the Foundation's logo in all Foundation publications and activities rather than the College's logo to avoid confusion for donors, community members, and students. The Foundation agrees that all its promotional and advertising material shall clearly and conspicuously disclose that the donations are being provided to the Foundation in order to benefit the College.
- III. The College's Commitment to the Foundation
 - (1) The College President is responsible for communicating the College's priorities and strategic plans, as approved by the College Board of Trustees, to the Foundation. The College President will provide annually to the Foundation, the College's plans, institutional priorities, projects, and resource requirements so that the Foundation Board may represent the direction and needs of the College to donor prospects. The College President may designate another College employee, and will provide written notice of such designation to the Foundation (the "President's Designee"), to provide information or perform responsibilities of the College or the College President as stated in this Agreement.
 - (2) The College recognizes the Foundation is a private and independent corporation and values the Foundation's ability to carry out a variety of community-related activities that advance the mission and vision of the College and the Foundation.
 - (3) The College recognizes that the Foundation shall have substantial responsibility for private fundraising that benefits the College. The College agrees to be transparent with the Foundation on the College's fundraising activities that do not directly involve the Foundation, and the College shall disclose to the Foundation any of its own fundraising activities. College administrators, faculty, and staff shall seek guidance and communicate fundraising activities for their respective program areas with the Foundation.
 - (4) The College will provide the following services to the Foundation under this Agreement, in each case subject to the College's approved budget and adjustments thereto ("Services"):
 - (a) Contribution of In-Kind Support for use of certain real and personal property and other services as described in Exhibit A ("In-Kind Support").
 - (b) Access to Records. Subject to FERPA, the College shall provide the Foundation with access to students' educational records reasonably necessary to support the Foundation's purposes, including, but not limited to, the names and contact information for students (except for those who have requested that their records remain confidential), alumni (except for those alumni who indicate to the College that they optout of communication, solicitation and event programs), and current and retired faculty and staff. The data will be transferred on a regular basis electronically to the scholarship management system, Academic Works, or through other electronic means the Parties mutually agree upon. Under FERPA, the College will consider the Foundation as having a legitimate educational interest in student information that enables the Foundation to disburse and record student scholarships and emergency grants for which the student has applied and/or received.
 - (c) The College will invite and encourage Foundation staff to attend standard College meetings, including but not limited to, Board meetings, staff meetings, Monday PEC

(defined below) meetings and other such meetings in which topics meaningful to Foundation activities may be discussed, to learn about activities, state and federal updates, and new initiatives at the College.

- (5) The College will provide to the Foundation a bi-monthly statement outlining the cost to the College of the In-Kind Support provided by the College to the Foundation. The Foundation agrees to reflect the cost of the In-Kind Support as a contribution from the College on the Foundation's Form 990 and the Foundation's audited annual financial statements. The College CFO will share the In-Kind Support statement with the College President and the Foundation Executive Director and then share the information with the College Board of Trustees.
- (6) The College will invoice the Foundation at least bi-monthly the costs for services related to materials and supplies.

IV. Operational Guidelines

- (1) The College and the Foundation are independent entities, and neither will be liable for the other's contracts, torts, or other actions or omissions, or those of the other's trustees, directors, officers, employees, or agents. This Agreement shall not be construed to constitute either Party as a partner, agent, joint venture, or representative of the other Party. The Parties shall not make any contract or representation, nor incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.
- (2) Neither Party shall, by entering into this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts directly or indirectly attributable to the other Party, except as otherwise expressly provided by this Agreement.
- (3) The College and the Foundation will develop a raffle license procedure for events in which a state raffle license is required (a "Raffle License Procedure"). The College and the Foundation shall abide by such Raffle License Procedure, including but not limited to adhering to all respective reporting obligations as described in the Raffle License Procedure.
- (4) Foundation funds will be kept in separate accounts from College funds.
- (5) The College and Foundation will each separately prepare their respective annual financial statements. The College and Foundation will each separately manage and oversee their respective annual financial audits.
- (6) The Foundation is the primary depository of private gifts and will transfer funds to the designated entity or division within the College in compliance with the Foundation's exempt purpose, applicable laws, College policies, and gift agreements.
- (7) The Foundation's investment policy is the sole responsibility of and is approved by the Foundation Board of Directors.
- V. Term
 - (1) The term of this Agreement shall commence on March 1, 2025 and end December 31, 2030. If either Party believes that the Agreement should be amended or modified during this term, that Party may give written notice to the other Party of such belief and the Parties then agree to meet within thirty (30) working days of the date of such notice to discuss amending this Agreement.

- (2) Upon the termination of this Agreement, the Parties agree to promptly return any tangible or intangible property in their possession, custody, or control to the owner thereof.
- (3) Upon dissolution of the Foundation all assets and monies and items of value received by or held by the Foundation (Foundation Assets), shall be distributed consistent with such restrictions as may have been imposed by donors in accordance with the Foundation's governing documents. Upon such dissolution, the Foundation Assets shall be transferred to the College, provided that the College at the time qualifies as an exempt organization under Code section 501(c)(3).

VI. Notices

- (1) Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a Party at the earlier of (i) when actually delivered to such Party; (ii) when facsimile or email transmitted to such Party to the facsimile number or email address indicated for such Party below (or to such other facsimile number or email for a Party as such Party may have substituted by notice pursuant to this Section); or (iii) when mailed to such Party by registered or certified U.S. Mail (return receipt requested) or sent by overnight courier, confirmed by receipt, and addressed to such Party at the address designated below for such Party (or to such other address for such Party as such Party may have substituted by notice pursuant to this Section). However, notice sent by email is not valid if sent to an email address when the person had actual knowledge that the person at the email address was no longer employed by the Foundation or the College.
 - If to Foundation:
 WCTC Foundation, Inc.
 800 Main Street, C-209
 Pewaukee, WI 53072
 Fax: 262-691-5593
 Email: rludtke@wctc.edu
 - (b) If to College: Waukesha County Technical College 800 Main Street, C-213 Pewaukee, WI 53072 Fax: 262-691-5592 Email: rbarnhouse@wctc.edu

VII. Miscellaneous Provisions

- (1) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and terminates all prior discussions, agreements and understandings of every kind and nature between them including without limitation, the 2019 MOU. Modifications, amendments, or additions to this Agreement must be made in writing and signed by both Parties to be effective.
- (2) Inaction or failure to demand performance of the terms hereof shall not be deemed a waiver of any provision of this Agreement.
- (3) This Agreement shall be binding upon and inure to the benefit of the College and the Foundation and their respective permitted successors and assigns. Neither Party shall assign any of the duties, rights, or obligations of this Agreement without the written consent of the other Party.

- (4) If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and every other provision hereof shall continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Agreement, shall continue in full force and effect.
- (5) This Agreement shall be construed pursuant to the internal laws of the State of Wisconsin and the requirements of the Wisconsin Technical College System Board policies.
- (6) This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and both of which taken together shall constitute one and the same agreement. Original signatures of the Parties on copies of this Agreement transmitted by facsimile or an electronic method that permits an image of the original signed document to be displayed (such as an email attachment in "portable document format"/PDF) shall be deemed originals for all purposes and shall be binding on the Parties. -
- (7) Paragraph and section headings in this Agreement are for convenience only and shall not be relied upon in construing the intent of this agreement.

IN WITNESS WHEREOF, the undersigned Parties, through their authorized representative, have executed this Agreement.

Chairperson Waukesha County Technical College District Board (Date)

Chairperson WCTC Foundation, Inc. Foundation Board (Date)

EXHIBIT A IN-KIND SUPPORT

The College will provide to the Foundation an annual contribution of the following itemized services and support:

Use of the following Facilities:

Address	Campus	Square Footage	Description
800 Main St.	Pewaukee Campus		Foundation Office
Pewaukee, WI			Space, furniture
Various			Conference/Event
			Space, as needed.

Conference and event space at the College will be provided free of charge, along with the cost of applicable event liability insurance. The Foundation is responsible for obtaining and paying all expenses associated with insurance for its office space.

Use of Furniture, Equipment, and Similar Items:

- The Foundation will have access to the College's standard software (e.g., Microsoft365, Adobe, etc.). If upgrades or changes to College software are made, the Foundation will adopt the upgrades and changes. Training is available to Foundation staff through the College when this occurs.
- The Foundation may not purchase software to be placed on College networks without the approval of the College.
- The College will provide Internet/network/portal access to the Foundation
- One computer per employee
- Office chairs and furniture (including desks)

General Services:

- Administrative services of the College President and his or her Executive Cabinet ("PEC") including but not limited to, the CFO, VP of Human Resource Services/Legal Affairs, and Chief External Relations and Marketing Officer.
- The Financial Accounting Services department will provide:
 - Bookkeeping and financial reporting services
 - Assistance with the annual audit process
 - Assistance with budgeting and forecasting
 - Internal control and policy development
 - Bi-Monthly financial updates (i.e., 6 financial updates per annum) for the Foundation Board
- Technology support
- Design of special publications, designs, PowerPoint presentations for the Foundation will be included as part of In-Kind costs
- Assistance in the strategic aspects promoting donor investment and recognition

Personnel:

- Use of College staff as approved by the appropriate Vice President of the area and as needed to perform the activities listed in this Exhibit A or to otherwise assist the Foundation in carrying out its mission and tax-exempt purposes, or as reasonably directed by the College President.
- If the College cannot devote adequate time and resources to these activities for the Foundation, the Foundation may hire an independent contractor to perform any services listed herein.
- The Foundation Executive Director must consult with the VP of Human Resource Services/Legal Affairs before planning to hire a current College employee to ensure compliance with the Federal Labor and Standards Act (FSLA). If a College employee is hired without consultation with the VP of Human Resource

Services/Legal Affairs, all overtime costs or penalties will be the responsibility of the Foundation. The College can deny the hiring of a College employee in its sole discretion.

• If a College employee is hired in a part-time capacity to support the work of the Foundation, the employer is the College and the employee's work hours are established by a College supervisor.

<u>EXHIBIT B</u>

FORM OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

See Attached.

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement is made effective as of the date listed below on the signature page, by and between the person or business entity described on the last page (the "**Undersigned**"), having its principal address listed below on the Signature Page, and WCTC Foundation, Inc., a Wisconsin non-stock corporation ("**Disclosing Party**") (together, the "**Parties**").

Disclosing Party may disclose to Undersigned certain information related to Disclosing Party's relationship with Waukesha County Technical College (the "**Purpose**"). Related to the Purpose, the Disclosing Party may disclose to the Undersigned certain confidential and proprietary information relating to, among other things, its actual or potential donors, financial information or records, activities, services, plans, know-how, or other confidential aspects of Disclosing Party's business or finances, which the Undersigned understands and agrees the Disclosing Party maintains and protects as confidential or proprietary (the "**Confidential Information**").

Therefore, the Parties, intending to be legally bound, agree, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of Disclosing Party's disclosure of the Confidential Information to the Undersigned, such disclosure is subject to the following terms and conditions:

Confidential Information.

This Agreement applies to all Confidential Information disclosed by Disclosing Party to the Undersigned, whether disclosed orally, in writing or by any other media and including without limitation, all of the following to the extent disclosed to or received by the Undersigned: actual or potential donors, financial information or records, computer software and programs, information in any form that concern or relate to any aspect of the actual or contemplated business or finances of the Disclosing Party, current and future plans and operations, marketing strategies, techniques, data base contents, business plans and proprietary business models, product specifications, memoranda, drawings, models, samples, pricing information, trade secrets, operational information, vendors, customers, prospective members, internal management control information, know-how, and any other information of a technical or economic nature that the Disclosing Party maintains as confidential or proprietary or that is clearly identified as confidential or proprietary at the time of its disclosure, or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature.

Confidential Information does not include information which (i) is known to the Undersigned on a non-confidential basis prior to disclosure by Disclosing Party; (ii) is or hereafter becomes known to the general public without breach or fault on the part of the Undersigned; or (iii) is disclosed to the Undersigned by a third party without restriction on disclosure and without breach of any nondisclosure obligation. If the Undersigned is required by a government body or court of law to disclose Confidential Information, the Undersigned will give Disclosing Party reasonable advance written notice so that Disclosing Party may contest the disclosure or seek a protective order.

<u>Limitation on Disclosure.</u> The Undersigned agrees to hold the Confidential Information in strict confidence and, except as permitted herein, not to disclose any Confidential Information to

any third party or use any Confidential Information for any purpose other than in furtherance of the Purpose. Any evaluation or analysis of the Confidential Information, and any information generated or supplied in response to the Confidential Information or otherwise revealed or discovered during the course of the Undersigned's examination of the Confidential Information, whether created by or for either the Undersigned or Disclosing Party, is also part of the Confidential Information and protected as such. Tangible copies of any Confidential Information may not be removed from the Disclosing Party's premises without express written permission of the Disclosing Party.

<u>No License Grant.</u> The Undersigned recognizes and agrees that nothing contained in this Agreement shall be construed as granting to it any ownership rights or rights by license, or otherwise, to any Confidential Information disclosed pursuant to this Agreement or any intellectual property contained or referenced in the Confidential Information, which is and shall remain the sole and exclusive property of Disclosing Party. In the event that discussions between the parties result in any modifications or improvements to the Confidential Information, the Undersigned agrees to assign and hereby assigns to Disclosing Party all right, title and interest in and to such modifications and improvements.

<u>No Representations or Warranties</u>. THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT (a) THE DISCLOSING PARTY MAKES NO WARRANTIES OF ANY KIND TO THE UNDERSIGNED REGARDING THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER; AND (b) NEITHER THE DISCLOSING PARTY NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY TO THE UNDERSIGNED RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION SUPPLIED BY THE DISCLOSING PARTY.

<u>Remedies.</u> The Undersigned agrees that it would be difficult to measure the damage to Disclosing Party from any breach of the covenants set forth herein, that injury to Disclosing Party from any such breach would be irreparable, and that money damages alone would therefore be an inadequate remedy for any such breach. Therefore, in the event of such breach, the Undersigned agrees that Disclosing Party, in addition to and without limitation of all other remedies it may have, shall be entitled to seek injunctions or other appropriate equitable relief to restrain or prevent any such breach, without showing or proving any actual damage to Disclosing Party and without posting of a bond or other restriction.

<u>Term.</u> This Agreement shall apply to all Confidential Information disclosed by Disclosing Party. The terms of this Agreement and the restrictions and the limitations on the use and disclosure of Confidential Information shall remain effective for the greater of two (2) years or as to any particular piece of Confidential Information as long as Disclosing Party itself maintains the confidentiality or proprietary nature of that particular piece of Confidential Information.

<u>Waiver, Severability, Entire Agreement.</u> No right under this Agreement may be waived except by an instrument in writing executed by the party alleged to have waived a right contained herein. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the court shall then modify the provision to the minimum extent necessary in order to make such provision enforceable. However, if it cannot do so, then the invalid or unenforceable provision shall be severed, and the remaining provisions of this Agreement shall be enforced to the maximum extent under the law. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

<u>Non-Assignable.</u> Neither this Agreement nor any obligations under this Agreement may be assigned by the Undersigned in whole or in part.

<u>Governing Law.</u> This Agreement will be governed by the laws of the State of Wisconsin without regard to its conflict of laws provision. Any suit brought in connection with this Agreement shall be proper in the courts located in the State of Wisconsin.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, each of the Parties to this Agreement has caused this Agreement to be signed on its behalf by its duly authorized representative as of the date indicated below.

WCTC FOUNDATION, INC. UNDERSIGNED

By:	By:
(signature)	(signature)
Date:	Date:
Printed Name:	Printed Name of Person or Business Entity:
	Brian Baumgartner
Title:	Title (if applicable): WCTC District Board Chairperson
	Full Business Name (if applicable):
	Waukesha County Technical College
	Address: 800 Main Street
	City, State, Zip: Pewaukee, WI 53072
	Phone Number: 262-691-5211
	Email Address: brian.baumgartner@wctc.edu

- To: WCTC Board
- From: Kristine Golz, Chief Financial Officer
- Date: February 3, 2025

Re: Financial Summary Report as of December 31, 2024

Attached are fund summaries for the six months ended December 31, 2024 and 2023, with comments identifying the significant variances.

General Fund

Enrollments were budgeted at 3,350 and current projections are 3,542. This projection represents an approximate increase of 5.7% from FY24

Special Revenue Fund - Operating

Info Revenue and expenditures are in line with expectations. Fluctuations noted relate to timing.

Special Revenue Fund - Non-aidable

Info Revenue and expenditures are in line with expectations. Increases in student enrollment and awarded financial aid are impacting revenues and expenses.

Capital Projects Fund

Info Timing of projects impacts when spending occurs.

Debt Service Fund

Info Revenue and expenditures are in line with expectations.

Enterprise Fund

Info Revenue and expenditures are in line with expectations.

Internal Service Fund

Info Revenue and expenditures are in line with expectations.

OPEB Trust

Info The OPEB trust is a blend of fixed income and equity investments. Investment performance mirrors the overall market.

		2025				2024			2024 Final		
	Adopted	Modified	YTD	Percent	Adopted	Modified	YTD	Percent	Year-end	Amount	
	Budget	Budget	Actual	of Budget	Budget	Budget	Actual	of Budget	Actual	Variance	
REVENUES											
Local government	22.658.900	22,607,597	8.236	0.04%	20.909.719	21,200,117	2.690	0.01%	21,212,951	12,834	
State	56,890,585	56,891,139	4,588,910	8.07%	55,075,228	55,069,139	4,375,326	7.95%	55,575,160	506,021	
Program fees	12,441,000	12,441,000	13,565,879	109.04%	12,115,000	12,115,000	12,414,646	102.47%	13,006,595	891,595	
Materials fees	749,440	749,440	772,277	103.05%	758,655	758,655	741,738	97.77%	779,071	20,416	
Other student fees	1,786,100	1,786,100	1,562,887	87.50%	1,345,000	1,345,000	1,436,961	106.84%	1,944,748	599,748	
Institutional fees	13,262,155	13,262,155	5,768,370	43.49%	8,791,200	8,791,200	4,732,456	53.83%	11,700,015	2,908,815	
Federal	5,792,470	5,792,470	3,200,074	55.25%	5,736,000	5,736,000	2,415,514	42.11%	4,903,931	(832,069)	
Total Revenues	113,580,650	113,529,901	29,466,633	25.95%	104,730,802	105,015,111	26,119,331	24.87%	109,122,471	4,107,360	
EXPENDITURES											
Instruction	54,785,589	55,254,069	24,739,241	44.77%	52.322.680	51,484,510	22,965,786	44.61%	49,466,449	2,018,061	
Instructional resources	1.334.736	1.346.186	720.399	53.51%	1.523.228	1.531.968	718.502	46.90%	1.238.731	293,237	
Student services	17,603,692	17,711,162	8,349,705	47.14%	17,132,909	17,384,809	7,478,474	43.02%	15,125,060	2,259,749	
General institutional	19,304,411	19,360,342	11,015,622	56.90%	19,536,454	19,382,518	9,487,753	48.95%	17,043,984	2,338,534	
Physical plant	29,089,492	36,990,412	16,382,763	44.29%	22,747,131	24,237,906	6,553,828	27.04%	23,548,595	689,311	
Auxiliary services	4,228,590	4,228,590	2,028,762	47.98%	4,383,095	4,383,095	2,037,537	46.49%	3,751,229	631,866	
Total Expenditures	126,346,510	134,890,761	63,236,491	46.88%	117,645,497	118,404,806	49,241,879	41.59%	110,174,048	8,230,758	
Excess (Deficiency) of Reven											
Over Expenditures	(12,765,860)	(21,360,860)	(33,769,858)	<u>158.09%</u>	(12,914,695)	(13,389,695)	(23,122,549)	<u>172.69%</u>	(1,051,577)	12,338,118	
OTHER SOURCES (USES)											
Transfer in	150,000	290,000	-	0.00%	150,000	150,000	-	0.00%	4,150,000	4,000,000	
Transfer out	(150,000)	(290,000)	-	0.00%	(150,000)	(150,000)	-	0.00%	(4,150,000)	(4,000,000)	
Proceeds of debt issuance	11,500,000	11,500,000	5,750,000	50.00%	11,500,000	11,500,000	3,700,000	32.17%	11,500,000	-	
Total Other Sources (Uses)	11,500,000	11,500,000	5,750,000	50.00%	11,500,000	11,500,000	3,700,000	32.17%	11,500,000		
Net Change	(1,265,860)	(9,860,860)	(28,019,858)		(1,414,695)	(1,889,695)	(19,422,549)		10,448,423	12,338,118	
Beginning Fund Balance	75,528,309	85,781,920	85,781,920		69,083,225	75,333,498	75,333,498		75,333,497		
Ending Fund Balance	74,262,449	75,921,060	57,762,062		67,668,530	73,443,803	55,910,949		85,781,920		

All Funds Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

Revenues are comprised of tax levy and TID dissolutiuon distributions less rescinded taxes from overlapping jurisdictions. Tax levies received between January and August of each year.

increases in year to date expenditures from FY24 primarily relate to timing of capital projects and purchases. Increases in enrollment are driving revenues ahead of YTD FY24

General Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

		2025)			2024			2024 Final		
	Adopted	Modified	YTD	Percent	Adopted	Modified	YTD	Percent	Year-end	Amount	
	Budget	Budget	Actual	of Budget	Budget	Budget	Actual	of Budget	Actual	Variance	
REVENUES											
Local government	11,850,000	11,298,697	8,236	0.07%	10,800,819	11,091,217	2,690	0.02%	11,104,051	12,834	
State	52,631,535	52,632,089	3,542,670	6.73%	52,527,628	52,521,539	3,306,368	6.30%	52,571,776	50,237	
Program fees	12,441,000	12,441,000	13,565,879	109.04%	12,115,000	12,115,000	12,414,646	102.47%	13,006,595	891,595	
Materials fees	745,340	745,340	772,277	103.61%	755,655	755,655	741,738	98.16%	777,343	21,688	
Other student fees	807,500	807,500	567,812	70.32%	756,000	756,000	537,720	71.13%	985,389	229,389	
Institutional fees	3,324,000	3,324,000	2,078,697	62.54%	3,318,300	3,318,300	707,468	21.32%	3,999,561	681,261	
Federal			11,692	100.00%			14,352	100.00%	18,177	18,177	
Total Revenues	81,799,375	81,248,626	20,547,263	<u>25.29%</u>	80,273,402	80,557,711	17,724,983	<u>22.00%</u>	82,462,892	1,905,181	
EXPENDITURES											
Instruction	48,298,884	48,267,364	20,053,206	41.55%	47,814,705	47,876,535	20,787,091	43.42%	44,485,919	3,390,616	
Instructional resources	1,334,736	1,346,186	718,451	53.37%	1,523,228	1,531,968	718,141	46.88%	1,236,844	295,124	
Student services	9,465,892	9,553,362	4,236,530	44.35%	9,067,809	9,079,709	3,980,234	43.84%	8,444,301	635,408	
General institutional	16,586,311	16,642,242	9,572,028	57.52%	15,989,754	16,191,593	7,965,674	49.20%	14,007,586	2,184,007	
Physical plant	6,263,552	6,289,472	3,683,754	58.57%	6,027,906	6,027,906	3,779,148	62.69%	5,588,704	439,202	
Total Expenditures	81,949,375	82,098,626	38,263,969	46.61%	80,423,402	80,707,711	37,230,287	46.13%	73,763,354	6,944,357	
Excess (Deficiency) of Revenues											
Over Expenditures	(150,000)	(850,000)	(17,716,707)	<u>2084.3%</u>	(150,000)	(150,000)	(19,505,304)	<u>13003.5%</u>	8,699,538	8,849,538	
OTHER SOURCES (USES)											
Transfer in	150,000	150,000	-	0.00%	150,000	150,000	-	0.00%	150,000	-	
Transfer out				0.00%				0.00%	(4,000,000)	(4,000,000)	
Total Other Sources (Uses)	150,000	150,000		0.00%	150,000	150,000		0.00%	(3,850,000)	(4,000,000)	
Net Change	-	(700,000)	(17,716,707)		-	-	(19,505,304)		4,849,538	4,849,538	
Beginning Fund Balance	46,517,776	47,788,006	47,788,006		43,930,384	42,938,468	42,938,468		42,938,468		
Ending Fund Balance	46,517,776	47,088,006	30,071,299		43,930,384	42,938,468	23,433,164		47,788,006		

Revenues are comprised of tax levy and TID dissolution distributions less rescinded taxes from overlapping jurisdictions. Tax levies received between January and August of each year. Increases in enrollment are driving revenues ahead of YTD FY24

Special Revenue - Operating Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

		202	5			202	24		2024 F	inal
			VTD	D. (VTD			A
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance
	Dudget	Duuget	Actual	of Budget	Budget	Dudget	Netual	of Budget		Variance
REVENUES										
Local government	757,400	757,400	-	0.00%	757,400	757,400	-	0.00%	757,400	-
State	1,302,260	1,302,260	450,638	34.60%	1,147,100	1,147,100	586,680	51.14%	1,554,844	407,744
Materials fees	4,100	4,100	-	0.00%	3,000	3,000	-	0.00%	1,728	(1,272)
Other student fees	78,600	78,600	44,325	56.39%	57,000	57,000	29,791	52.27%	55,318	(1,682)
Institutional fees	785,515	785,515	122,800	15.63%	305,200	305,200	1,131,500	370.74%	1,137,151	831,951
Federal	858,800	858,800	371,493	43.26%	808,200	808,200	406,963	<u>50.35</u> %	1,059,810	251,610
Total Revenues	3,786,675	3,786,675	989,256	<u>26.12%</u>	3,077,900	3,077,900	2,154,933	<u>70.01%</u>	4,566,251	1,488,351
EXPENDITURES										
Instruction	2,375,575	2,375,575	1,205,586	50.75%	1,672,700	1,672,700	1,146,813	68.56%	2,780,798	(1,108,098)
Instructional resources	2,575,575	2,373,373	1,948	100.00%	1,072,700	1,072,700	361	0.00%	1,887	(1,100,090) (1,887)
Student services	1,083,000	1,083,000	481,493	44.46%	1,078,300	1,078,300	602,548	55.88%	1,246,215	(167,915)
General institutional	178,100	178,100	156,745	88.01%	176,900	176,900	97,696	55.23%	276,318	(99,418)
Total Expenditures	3,636,675	3,636,675	1,845,771	<u>50.75</u> %	2,927,900	2,927,900	1,847,418	<u>63.10%</u>	4,305,218	(1,377,318)
		0,000,010	.,	00.1070				00.1070		(.,e.,e.e)
Excess (Deficiency) of Revenues										
Over Expenditures	150,000	150,000	(856,515)	<u>-571.01%</u>	150,000	150,000	307,515	<u>205.01%</u>	261,033	111,033
OTHER SOURCES (USES)										
Transfer in	-	-	-	0.00%	-	-	-	0.00%	-	-
Transfer out	(150,000)	(150,000)	-	0.00%	(150,000)	(150,000)	-	0.00%	(150,000)	-
Total Other Sources (Uses)	(150,000)	(150,000)	-	0.00%	(150,000)	(150,000)	-	0.00%	(150,000)	-
, , , , , , , , , , , , , , , , , , ,	/								<u> </u>	
Net Change	-	-	(856,515)		-	-	307,515		111,033	111,033
Beginning Fund Balance	883,470	894,003	894,003		582,244	782,971	782,971		782,970	
	883,470	894,003	27 /00		582,244	782,971	1,090,486		894,003	
Ending Fund Balance	003,470	094,003	37,488		302,244	102,911	1,090,480		094,003	

Tax levies received between January and August of each year Variance on this line relates to timing of billing for dual enrollment academies.

Special Revenue - Non-aidable Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

		2025				202	24		2024 Final		
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance	
REVENUES											
Local government	151,500	151,500	-	0.00%	151,500	151,500	-	0.00%	151,500	-	
State	1,385,500	1,385,500	482,188	34.80%	1,400,500	1,400,500	445,122	31.78%	1,209,820	(190,680)	
Other student fees	900,000	900,000	950,750	105.64%	532,000	532,000	869,449	163.43%	904,041	372,041	
Institutional fees	10,000	10,000	17,427	174.27%	10,000	10,000	4,293	42.93%	9,841	(159)	
Federal	4,908,670	4,908,670	2,786,177	<u>56.76%</u>	4,907,800	4,907,800	1,960,426	<u>39.95%</u>	3,730,974	(1,176,826)	
Total Revenues	7,355,670	7,355,670	4,236,542	<u>57.60%</u>	7,001,800	7,001,800	3,279,290	<u>46.83%</u>	6,006,176	(995,624)	
EXPENDITURES	005 070	005 070	0.407	4.400/	00.000	00.000	0.004	45 400/	000.014	(000.04.4)	
Instruction	305,870	305,870	3,467	1.13%	20,000	20,000	3,091	15.46%	302,914	(282,914)	
Student services	7,054,800	7,054,800	3,631,682	51.48%	6,986,800	6,986,800	2,658,089	38.04%	5,196,941	1,789,859	
General institutional		-	1,316	<u>100.00%</u>		-	69	<u>0.00%</u>	1,260	(1,260)	
Total Expenditures	7,360,670	7,360,670	3,636,465	<u>49.40%</u>	7,006,800	7,006,800	2,661,249	<u>37.98%</u>	5,501,115	1,505,685	
Excess (Deficiency) of Reve	enues										
Over Expenditures	(5,000)	(5,000)	600,078	-12001.55%	(5,000)	(5,000)	618,041	-12360.81%	505,061	510,061	
	(0,000)	(0,000)		12001.0070		(0,000)		12000.0170			
OTHER SOURCES (USES)											
Transfer in	-	-	-	0.00%	-	-	-	0.00%	-	-	
Transfer out		(140,000)		0.00%				0.00%			
Total Other Sources (Uses		(140,000)		<u>0.00%</u>				<u>#DIV/0!</u>			
Net Change	(5,000)	(145,000)	600,078		(5,000)	(5,000)	618,041		505,061	510,061	
Beginning Fund Balance	1,194,274	1,232,306	1,232,306		1,153,403	727,245	727,245		727,245		
Ending Fund Balance	1,189,274	1,087,306	1,832,384		1,148,403	722,245	1,345,286		1,232,306		

Tax levies received between January and August of each year

Increases in enrollment have increased financial aid revenues and distributions. Additionally WCTC has seen a significant increase in students with Pell funding.

Capital Projects Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

	-	2025				2024			2024 Fi	nal
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance
REVENUES										
Local government	-	500,000	-	0.00%	-	-	-	0.00%	-	-
State	1,571,290	1,571,290	113,414	7.22%	-	-	37,156	100.00%	238,720	238,720
Institutional fees	4,788,640	4,788,640	1,219,878	25.47%	650,000	650,000	567,222	87.26%	1,996,996	1,346,996
Federal				<u>0.00%</u>	-			<u>0.00%</u>	17,774	17,774
Total Revenues	6,359,930	6,859,930	1,333,292	<u>19.44%</u>	650,000	650,000	604,378	92.98%	2,253,490	1,603,490
EXPENDITURES										
Instruction	3,805,260	4,305,260	3,476,982	80.76%	2,815,275	1,915,275	1,028,791	53.72%	1,896,818	18,457
Student services	-	20,000		0.00%		240,000	237,603	99.00%	237,603	2,397
General institutional	2,540,000	2,540,000	1,285,533	50.61%	3,369,800	3,014,025	1,424,314	47.26%	2,758,820	255,205
Physical plant	12,598,940	20,473,940	12,318,805	60.17%	7,209,225	8,700,000	2,522,515	28.99%	8,654,982	45,018
Total Expenditures	18,944,200	27,339,200	17,081,320	62.48%	13,394,300	13,869,300	5,213,223	37.59%	13,548,223	321,077
Excess (Deficiency) of Revenue		(20.470.270)	(15 749 009)	70.000/	(12 744 200)	(12 210 200)	(1 609 945)	04.000/	(11 204 722)	1 004 567
Over Expenditures	(12,584,270)	(20,479,270)	(15,748,028)	<u>76.90%</u>	(12,744,300)	(13,219,300)	(4,608,845)	<u>34.86%</u>	(11,294,733)	1,924,567
OTHER SOURCES (USES)										
Transfer in	-	140,000	-	0.00%	-	-	-	0.00%	4,000,000	4,000,000
Proceeds of debt issuance	11,500,000	11,500,000	5,750,000	<u>50.00%</u>	11,500,000	11,500,000	3,700,000	<u>32.17%</u>	11,500,000	
Total Other Sources (Uses)	11,500,000	11,640,000	5,750,000	49.40%	11,500,000	11,500,000	3,700,000	<u>32.17%</u>	15,500,000	4,000,000
Net Change	(1,084,270)	(8,839,270)	(9,998,028)		(1,244,300)	(1,719,300)	(908,845)		4,205,267	5,924,567
Beginning Fund Balance	20,645,095	29,038,162	29,038,162		17,883,611	24,832,895	24,832,895		24,832,895	
Ending Fund Balance	19,560,825	20,198,892	19,040,134		16,639,311	23,113,595	23,924,050		29,038,162	

Tax levies received between January and August of each year

Adopted budget includes significant capital related grants. YTD revenues exceed prior year mainly due to better investment performance.

Debt Service Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

		2025				20	2024 Final			
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance
REVENUES										
Local government	9,900,000	9,900,000	-	0.00%	9,200,000	9,200,000	-	0.00%	9,200,000	-
Institutional fees	175,000	175,000	204,182	<u>116.68</u> %	175,000	175,000	126,959	<u>72.55</u> %	592,178	417,178
Total Revenues	10,075,000	10,075,000	204,182	<u>2.03%</u>	9,375,000	9,375,000	126,959	<u>1.35%</u>	9,792,178	417,178
EXPENDITURES	40.007.000	40.007.000	200 204	0.700/	0 540 000	0 540 000	050 405	0.05%	0.004.000	205 004
Physical plant	10,227,000	10,227,000	380,204	<u>3.72%</u>	9,510,000	9,510,000	252,165	<u>2.65%</u>	9,304,909	205,091
Total Expenditures	10,227,000	10,227,000	380,204	<u>3.72%</u>	9,510,000	9,510,000	252,165	<u>2.65%</u>	9,304,909	205,091
Excess (Deficiency) of Revenu	les									
Over Expenditures	(152,000)	(152,000)	(176,022)	115.80%	(135,000)	(135,000)	(125,206)	92.74%	487,269	622,269
OTHER SOURCES (USES)										
Transfer in	-	-	-	0.00%	-	-	-	0.00%	-	-
Transfer out				<u>0.00%</u>				<u>0.00%</u>		
Total Other Sources (Uses)			-	<u>0.00%</u>				<u>0.00%</u>	<u> </u>	
Net Change	(152,000)	(152,000)	(176,022)		(135,000)	(135,000)	(125,206)		487,269	622,269
Beginning Fund Balance	1,286,800	1,577,164	1,577,164		936,460	1,089,895	1,089,895		1,089,895	
Ending Fund Balance	1,134,800	1,425,164	1,401,142		801,460	954,895	964,689		1,577,164	

Variance primarily related to the premium received on debt issuance. Tax levies received between January and August of each year

Enterprise Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

	2025					202		2024 Final		
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance
REVENUES Institutional fees	3,539,000	3,539,000	1,788,901	50.55%	3,707,700	3,707,700	1,866,179	50.33%	3,277,587	(430,113)
Federal	25,000	25,000	30,711	<u>122.85</u> %	20,000	20,000	33,773	<u>168.87</u> %	77,196	57,196
Total Revenues	3,564,000	3,564,000	1,819,612	<u>51.06%</u>	3,727,700	3,727,700	1,899,953	<u>50.97%</u>	3,354,783	(372,917)
EXPENDITURES Auxiliary services	3,563,210	3,563,210	1,815,926	<u>50.96%</u>	3,726,595	3,726,595	1,812,591	<u>48.64%</u>	3,178,833	547,762
Total Expenditures	3,563,210	3,563,210	1,815,926	<u>50.96%</u>	3,726,595	3,726,595	1,812,591	<u>48.64%</u>	3,178,833	547,762
Excess (Deficiency) of Re										
Over Expenditures	790	790	3,687	466.66%	1,105	1,105	87,362	<u>7906.07%</u>	175,950	174,845
OTHER SOURCES (USE Transfer in Transfer out	S) - -	-	-	0.00% <u>0.00%</u>	-	-	-	0.00% <u>0.00%</u>	-	-
Total Other Sources (Use				<u>0.00%</u>				<u>0.00%</u>		
Total Other Sources (Use				0.00 %				0.00 /0		
Net Change	790	790	3,687		1,105	1,105	87,362		175,950	174,845
Beginning Fund Balance	2,023,271	2,170,951	2,170,951		1,660,336	1,995,001	1,995,001		1,995,001	
Ending Fund Balance	2,024,061	2,171,741	2,174,638		1,661,441	1,996,106	2,082,363		2,170,951	

Internal Service Fund Comparative Statement of Revenues and Expenditures For the Months Ended December 30, 2024 and 2023

	2025					2024		2024 Final		
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance
REVENUES										
Institutional fees	640,000	640,000	336,486	52.58%	625,000	625,000	328,836	52.61%	686,701	61,701
Federal	- 0+0,000		- 000,400	<u>0.00%</u>	- 020,000	- 020,000	- 520,000	<u>0.00%</u>		-
Total Revenues	640,000	640,000	336,486	<u>52.58%</u>	625,000	625,000	328,836	<u>52.61%</u>	686,701	61,701
EXPENDITURES										
Auxiliary services	665,380	665,380	212,836	31.99%	656,500	656,500	224,947	34.26%	572,396	84,104
Total Expenditures	665,380	665,380	212,836	<u>31.99%</u>	656,500	656,500	224,947	<u>34.26%</u>	572,396	84,104
Excess (Deficiency) of Re	evenues									
Over Expenditures	(25,380)	(25,380)	123,650	<u>-487.19%</u>	(31,500)	(31,500)	103,889	<u>-329.81%</u>	114,305	145,805
OTHER SOURCES (USE	ES)									
Transfer in	-	-	-	0.00%	-	-	-	0.00%	-	-
Transfer out		-	-	<u>0.00%</u>			-	<u>0.00%</u>		
Total Other Sources (Use	<u> </u>	-	-	<u>0.00%</u>	<u> </u>		-	<u>0.00%</u>	<u> </u>	
Net Change	(25,380)	(25,380)	123,650		(31,500)	(31,500)	103,889		114,305	145,805
Beginning Fund Balance	2,977,623	3,081,328	3,081,328		2,936,787	2,967,023	2,967,023		2,967,023	
Ending Fund Balance	2,952,243	3,055,948	3,204,978		2,905,287	2,935,523	3,070,912		3,081,328	

OPEB Trust
Comparative Statement of Revenues and Expenditures
For the Months Ended December 30, 2024 and 2023

	2025					2024	2024 Final			
	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Adopted Budget	Modified Budget	YTD Actual	Percent of Budget	Year-end Actual	Amount Variance
REVENUES		_								
Institutional fees	1,500,000	1,500,000	2,190,464	<u>146.03</u> %	750,000	750,000	912,411	<u>121.65</u> %	3,309,776	2,559,776
Total Revenues	1,500,000	1,500,000	2,190,464	146.03%	750,000	750,000	912,411	121.65%	3,309,776	2,559,776
EXPENDITURES General institutional Total Expenditures	<u>3,570,000</u> <u>3,570,000</u>	3,570,000 3,570,000	770,642 770,642	<u>21.59%</u> 21.59%	<u>3,570,000</u> <u>3,570,000</u>	<u>3,570,000</u> <u>3,570,000</u>	793,580 793,580	<u>22.23%</u> 22.23%	<u>3,100,514</u> <u>3,100,514</u>	<u>469,486</u> 469,486
Change in Plan Assets	(2,070,000)	(2,070,000)	1,419,822		(2,820,000)	(2,820,000)	118,831		209,262	2,090,290
Beginning Plan Assets	59,420,262	61,629,524	61,629,524		60,911,998	61,420,262	61,420,262		61,420,262	
Ending Plan Assets	57,350,262	59,559,524	63,049,346		58,091,998	58,600,262	61,539,093		61,629,524	

Investment performance for FY25 start has been more favorable than experienced in the beginning of FY24.

NOTE: OPEB Trust is not part of adopted budget. Budget provided for informational purposes only.



MEMORANDUM

TO:	WCTC District Board of Trustees
FROM:	Dr. Jane L. Kittel, Vice President of Administration
DATE: RE:	February 11, 2025 Resolution Awarding the Sale of \$2,600,000 General Obligation Promissory Notes, Series 2025A

At the June Board meeting, the WCTC Board adopted the 2024/25 budget. Included in the budget was a plan to issue \$11,500,000 general obligation promissory notes to fund capital expenditures for 2024/25. At the January Board meeting, the WCTC Board authorized the borrowing of \$2,600,000 General Obligation Promissory Notes. The public sale of these G.O. Promissory Notes is scheduled for 9:30 am on Tuesday, February 11, 2025.

Action Requested:

We request the WCTC Board to award the sale for the issuance of \$2,600,000 general obligation promissory notes for this fiscal year for building remodeling projects and equipment.

- \$1,120,000 for building remodeling and improvement projects to include renovations on the Waukesha Campus for the dental program expansion, offices, faculty spaces, restrooms and the renovation of C Building restrooms on the Pewaukee Campus.
- \$1,480,000 for movable capital equipment in academics and operations

Resolutions and documents will be distributed at the February 11, 2025, Board meeting and a presentation will explain the results of the public sale that is scheduled to be held that same morning.

The draft legal resolution follows this memo for informational purposes only. Updated information related to this debt issue will be distributed at the Board meeting.

This is the second of three borrowings planned for this fiscal year.

Staff will be available at the board meeting to answer any questions you may have regarding this request.

RESOLUTION NO.

RESOLUTION AWARDING THE SALE OF \$2,600,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025A

WHEREAS, on January 14, 2025, the District Board of the Waukesha County Area Technical College District, Waukesha, Jefferson, Dodge and Racine Counties, Wisconsin (the "District") adopted a resolution (the "Authorizing Resolution") which authorized the issuance of general obligation promissory notes in the amount of \$1,120,000 for the public purpose of financing building remodeling and improvement projects; and in the amount of \$1,480,000 for the public purpose of financing the acquisition of movable equipment (collectively, the "Project");

WHEREAS, the District caused Notices to Electors to be published in <u>The Freeman</u> on January 22, 2025 giving notice of adoption of the Authorizing Resolution, identifying where and when the Authorizing Resolution could be inspected, and advising electors of their right to petition for a referendum on the question of the issuance of general obligation promissory notes to finance building remodeling and improvement projects and the acquisition of movable equipment;

WHEREAS, no petition for referendum has been filed with the District and the time to file such a petition expires on February 21, 2025;

WHEREAS, the District has directed Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the District's general obligation promissory notes (the "Notes") to pay the cost of the Project;

WHEREAS, Baird, in consultation with the officials of the District, prepared an Official Notice of Sale (a copy of which is attached hereto as <u>Exhibit A</u> and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on February 11, 2025;

WHEREAS, the Secretary (in consultation with Baird) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on February 11, 2025;

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

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid

requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the District. Baird has recommended that the District accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as <u>Exhibit C</u> and incorporated herein by this reference.

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

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

<u>Section 1A. Award of the Notes</u>. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the

date of delivery, resulting in a true interest cost as set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated

herein), is hereby accepted (subject to the condition that no valid petition for referendum is filed by February 21, 2025 with respect to the Notes). The Chairperson and Secretary or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025A"; shall be issued in the aggregate principal amount of 2,600,000; shall be dated March 6, 2025; shall be in the denomination of 5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes are not subject to optional redemption.

[The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as <u>Exhibit MRP</u> and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in <u>Exhibit MRP</u> for such Notes in such manner as the District shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the District are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the District a direct annual irrepealable tax in the years 2025 through 2029 for the payments due in the years 2025 through 2030 in the amounts set forth on the Schedule. The amount of tax levied in the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2025.

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

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

(D) Appropriation. The District hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the District on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2025 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2025A, dated March 6, 2025" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the District above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

Section 9. Compliance with Federal Tax Laws. (a) The District represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The District further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The District further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Secretary or other officer of the District charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the District certifying that the District can and covenanting that it will comply with the provisions of the Code and Regulations.

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

<u>Section 10.</u> Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the District by the manual or facsimile signatures of

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

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the District's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The District hereby authorizes the Chairperson and Secretary or other appropriate officers of the District to enter into a Fiscal Agency Agreement between the District and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The District shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of

interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the District at the close of business on the Record Date.

<u>Section 14. Utilization of The Depository Trust Company Book-Entry-Only System</u>. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Secretary or other authorized representative of the District is authorized and directed to execute and deliver to DTC on behalf of the District to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the District office.

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

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

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

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

<u>Section 18. Bond Insurance</u>. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the District are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and Secretary are

authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and Secretary including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

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

Adopted, approved and recorded February 11, 2025.

Brian K. Baumgartner

Chairperson

ATTEST:

Ryan J. Clark Secretary

(SEAL)



M E M O R A N D U M

WCTC District Board of Trustees
Jane Kittel – Vice President of Administration
Robyn Ludtke – Executive Director of WCTC Foundation
February 11, 2025
Contribution Recognition - Executive Limitation 3.15

Executive Limitation 3.15 – Contribution Recognition outlines the Board's limitations, or directions, to the College President related to facility naming rights related to donations. The recommendations for change on the attached document are based on the premise that the College owns the facilities, and thus the naming rights to those facilities, and the Foundation facilitates the donor's contribution and wishes with the College.

Action Requested: We request the WCTC District Board of Trustees approve the attached revised Executive Limitation 3.15 – Contribution Recognition.



EXECUTIVE LIMITATIONS POLICY 3.15 CONTRIBUTION RECOGNITION

Buildings or portions of buildings, grounds, or facilities may be named after prospective donors. All areas of the organization are subject to naming rights, which will be consistent with internal graphics and signage procedures of the College. Areas, rooms, or buildings may be named after distinguished individuals or institutions whose monetary donation(s) and/or service to the organization and its mission merits such honor and recognition. When naming is accorded to a specific building or area of the College, it will remain for a pre-determined number of years agreed to by the donor, the College President, and the District Board, unless deemed inappropriate based on a change in use or if determined to negatively reflect on the College.

The Foundation gratefully acknowledges generous gifts in support of College students and programs. While donation-giving levels will be determined in accordance with each specific College project that provides the opportunity to raise charitable gifts, the College President may not:

- 1. Seek naming-rights approval for in-kind gifts.
- 2. Consider naming rights without reviewing total gift commitment.
- 3. Seek naming rights for a specific room or area on campus for monetary gifts under \$25,000.
- 4. Seek naming rights for buildings for monetary gifts under \$1 million.
- 5. Seek naming rights for a College President who has not been the College President for at least twenty-five (25) years.

Approval will be recommended by the College President, with final approval by the District Board via consent agenda. The College President and the District Board reserve the right to decline any naming opportunity that does not further the mission or goals of the College, business, educational and fiscal practices, or is not in the best interest of the College and its reputation.

RELATED:

• WCTC Foundation Naming Rights Policy

DRAFTED:	MAY 1999
APPROVED:	JUNE 22, 1999
REVIEWED:	FEBRUARY 7, 2002
REVISED:	JUNE 26, 2007
REVISED:	OCTOBER 13, 2009
REVIEWED:	JULY 13, 2015
REVISED:	FEBRUARY 11, 2025



M E M O R A N D U M

TO:	WCTC District Board of Trustees
FROM:	Richard Haen, District Facilities Director
DATE:	February 11, 2025
RE:	Initial approval to consider 5830BH – S Building – AJN Lobby Renovation and
	requesting approval by the Wisconsin Technical College System Board (WTCSB)

We propose the renovation of approximately 6,200 square feet of underutilized space within the S Building, encompassing the lobby, serving kitchen, conference, and storage rooms. This project aims to create a welcoming environment where students, faculty, staff, and the public can gather, socialize, and engage prior to attending events at the Anthony J. Natalizio (AJN) Center. The renovation will include the removal of the glass-enclosed center area, the expansion and transformation of the serving kitchen into a catering kitchen, the creation of a micro-store space, and the renovation of the existing small conference room.

As part of WCTC's strategic initiative to attract and retain students, the AJN Center has become a pivotal venue for hosting both internal and external events that highlight WCTC's contributions to regional economic development. Since its transformation from a gymnasium to a conference center in 2019, the AJN Center has seen a substantial increase in utilization. This heightened demand underscores the necessity for additional pre-function and support spaces to enhance the functionality and capacity of the conference center. These supplementary areas are essential for accommodating the growing number of events and ensuring a seamless experience for all attendees.

By resolution, with initial approval, this project will also need to be amended to WCTC's Five Year Capital plan for the 2024-2025 budget.

Action Requested: We request the WCTC District Board of Trustees approve the attached resolution and submission to the Wisconsin Technical College System Board for review and approval at the WTCS Board Meeting scheduled for March 11-12, 2025.

REQUEST FOR APPROVAL

REMODELING

Wisconsin Technical College System Board

This request for Wisconsin Technical College System Board approval for additional or new facilities is made pursuant to s.38.04(10), <u>Wis. Stats.</u> and Chapter TCS 5, <u>Wis. Adm. Code</u>.

5830BH – S Building – AJN Lobby Renovation.

We propose the renovation of approximately 6,200 square feet of underutilized space within the S Building, encompassing the lobby, serving kitchen, conference, and storage rooms. This project aims to create a welcoming environment where students, faculty, staff, and the public can gather, socialize, and engage prior to attending events at the Anthony J. Natalizio (AJN) Center. The renovation will include the removal of the glass-enclosed center area, the expansion and transformation of the serving kitchen into a catering kitchen, the creation of a micro-store space, and the renovation of the existing small conference room.

District: Waukesha County Technical College

Authorized Representative: Richard Haen, District Facilities Director

Date Submitted: January 29, 2025

Date of Requested WTCSB Action: March 11-12, 2025

3. TCS 5.04(4)(c)

An environmental assessment is not applicable for this remodeling submittal.

4. TCS 5.04(4)(d)

WCTC collaborates with local businesses and industry organizations to drive regional economic success. Through professional development workshops, consulting services, and customized training, WCTC equips students with practical skills for the workforce. Strengthening the relationship between education and industry remains a priority, fostering mutual growth and prosperity.

WCTC has seen a significant increase in enrollment since the fall 2023 semester. Expanded programming and new initiatives have contributed to a projected headcount increase from 18,024 in 2022-23 to 18,650 in 2023-24. As of September 5, 2023, there has been an 11% rise in the total number of credits (full-time equivalency or FTE) taken by students, increasing from 1,289 in fall 2022 to 1,434 in fall 2023. This growth includes nearly 1,600 new program students.

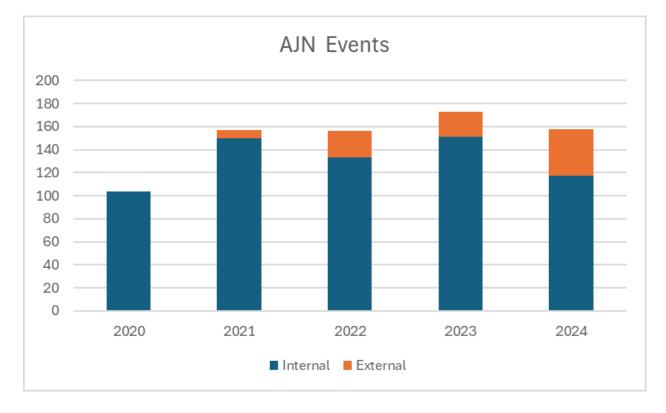
As of August 14, 2024, a year-to-date comparison from August 2023 shows a 6.1% increase in headcount and an 7.8% increase in FTEs. WCTC's commitment to providing a diverse, educated, and talented workforce aligns with its role as an integral part of the community. Additionally, dual enrollment programs such as the Dual Enrollment Academy and the Excelerate initiative continue to contribute to student success and engagement.

Actual and projected full-time equivalent enrollments are shown below for courses taught at the District only.

School Year	Collegiate Transfer	Associate Degree	Technical Diploma	Vocational Adult	Non-Post Secondarv	Community Service	Total
		J				Jeivice	
2024-25*	25	2575	550	100	150	0	3400
2023-24*	12	2558	554	101	175	0	3,400
2022-23	4	2,414	480	114	155	0	3,167
2021-22	0	2,448	444	117	127	0	3,136
2020-21	0	2,556	458	97	116	0	3,227
2019-20	0	2,572	490	90	171	14	3,337
2018-19	0	2,633	486	114	179	27	3,439
2017-18	0	2,707	482	116	186	31	3,522
2016-17	0	2,752	471	116	204	37	3,580
2015-16	0	2,877	495	141	209	38	3,760

*Projections are based on year-to-date information and the District's Research Department's trend analysis and environmental scanning and does not include dual enrollment FTE's. Nationally, college age demographics are declining creating increased competition for the same students and impacting enrollment numbers. WCTC has started several new initiatives to address enrollment decline including adding the Associate of Arts and Associate of Science transfer degrees beginning January 2023, as well as "Excelerate" offerings to high school Juniors and Seniors coordinated with K-12 school districts within the district.

As part of WCTC's strategic initiative to attract and retain students, the AJN Center has become a pivotal venue for hosting both internal and external events that highlight WCTC's contributions to regional economic development. Since its transformation from a gymnasium to a conference center in 2019, the AJN Center has seen a substantial increase in utilization. This heightened demand underscores the necessity for additional pre-function and support spaces to enhance the functionality and capacity of the conference center. These supplementary areas are essential for accommodating the growing number of events and ensuring a seamless experience for all attendees.



5. TCS 5.04(4)(e)

See section TCS 5.04(4)(d)

6. TCS 5.04(4)(f) and TCS 5.05

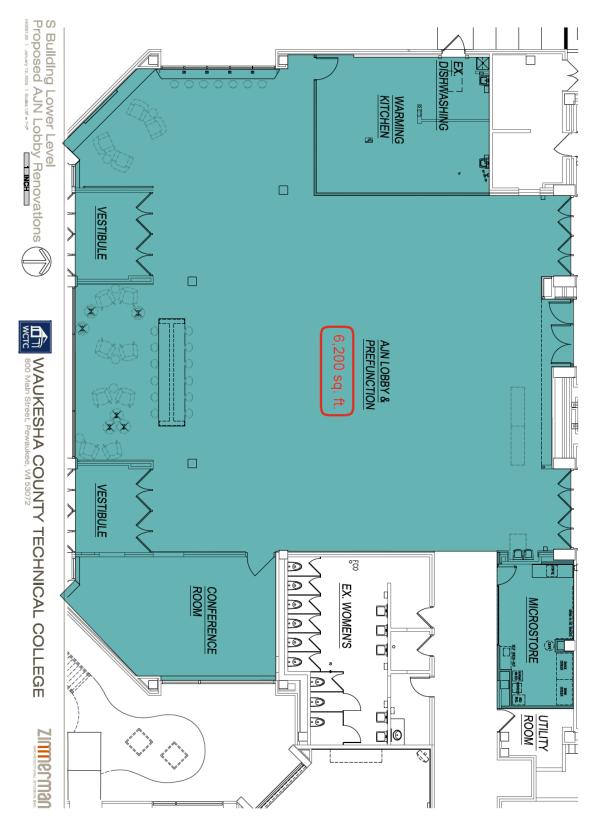
Budget Amount

Increased instruction costs:	\$0
Increased administrative costs:	\$ 0
Increased maintenance costs:	\$ 0
Increased energy costs:	\$ 0
Replacement equipment costs:	\$ 120,000

The following represents the source of funds for the remodel:

(a) Tax levy – FY 25	\$0
(b) Fund transfer or reserve funds	\$ O
(c) Proposed sale of bonds or notes	\$ 720,000
(d) Other funds:	
1. Federal funds	\$ O
2. Gifts or grants	\$ O
(e) Total funds	<u>\$ 720,000</u>

7. TCS 5.04(4)(g)



8. TCS 5.04(4)(h)

1.	General construction	\$	336,000
2.	Heating, ventilating and air conditioning	\$	30,000
3.	Electrical	\$	90,000
4.	Plumbing	\$	42,000
5.	Other contracts (security/card access/BAS)	\$	20,000
	Other contracts (security/card access/BAS) Equipment, both fixed and movable	\$ \$	20,000 100,000
6.		-	

9. TCS 5.04(4)(I)

Heating and cooling for the S-Building is currently being served by underground pipes from a central heating and cooling plant that was originally built in 1971 and near the end of life with failing underground pipes. The campus is currently undergoing a study by Hardwood Engineering looking at the feasibility to utilize high efficiency package boilers and ice based thermal storage cooling systems to replace the outdated plant and underground distribution system.

TCS 5.04(4)(j)

No additional square footage is being added as part of this project. Primary use of the space will stay the same resulting in minimal if any impact to the heating and cooling plant and utility usage.

RESOLUTION APPROVING THE REMODELING OF EXISTING FACILITIES AND REQUESTING APPROVAL BY THE WISCONSIN TECHNICAL COLLEGE SYSTEM BOARD

WHEREAS, the Waukesha County Technical College Board of Trustees is required by Wisconsin Technical College System Board, Directive FBF, dated December 10, 1987 to approve certain remodeling of existing facilities;

AND WHEREAS, Project Number 5830BH was not submitted to the Waukesha County Technical College Board of Trustees for consideration and approval in the FY25 Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Waukesha County Technical College Board of Trustees that the College's Five-Year Capital Plan for FY25 is amended to incorporate the following project:

5830BH - S Building - AJN Lobby Renovation

AND THEREFORE, BE IT FURTHER RESOLVED, the Waukesha County Technical College Board of Trustees requests that the Wisconsin Technical College System Board approve the above-described remodeling.

Board Chair

Brian Baumgartner (Typed or printed name)

<u>February 11, 2025</u> Date