

Wisconsin Indianhead Technical College  
Board Proceedings  
November 16, 2020

The regular meeting of the Wisconsin Indianhead Technical College Board was held on Monday, November 16, 2020, at 8:30 a.m., at the WITC-Administrative Office, located at 505 Pine Ridge Drive, Shell Lake, WI 54871. The use of technology to access the meeting was available to Board members as needed.

**CALL TO ORDER/ROLL CALL/DETERMINATION OF QUORUM**

Chairperson Josh Robinson called the meeting to order at 8:32 a.m. with the following Board members present at the WITC Administrative Office in Shell Lake: James Beistle and Josh Robinson. Andy Albarado, Carol De Young, Brett Gerber, Janelle Gruetzmacher, Lori Laberee, and Troy Lambert attended the meeting via BlueJeans technology. A quorum was established. Chris Fitzgerald joined the meeting via BlueJeans technology at 9:31 a.m.

The following WITC employees were in attendance during the meeting at the WITC Administrative Office in Shell Lake: Steve Decker, Kim Olson, and John Will. Anita Hacker, Hayley Bauer, and Susan Yohnk Lockwood joined the meeting via BlueJeans technology for a portion of the meeting.

**OPEN MEETING**

Kim Olson, Executive Assistant to the President and Board, read the following open-meeting statement: "The November 16, 2020, meeting of the Wisconsin Indianhead Technical College Board, and all other meetings of this Board, are open to the public and in compliance with state statutes. Notice of the meeting was sent to the press on November 13, 2020, in an attempt to make the general public of Wisconsin aware of the time, place, and agenda of the meeting."

**APPROVAL OF AGENDA**

Chairperson Robinson reserved the right to modify the order of the agenda to accommodate persons making presentations, live or via technology.

Carol De Young moved, seconded by Andy Albarado, to approve the agenda and authorize the use of electronic signatures for all Board documents. Upon a unanimous vote of all members present, motion carried.

**AUDIENCE RECOGNITION ANNOUNCEMENT**

Time was reserved for Chair Robinson to recognize people in the audience if needed. The Audience Recognition Board policy (II.L.) was included in the Board book as a reference.

**EXECUTIVE SESSION**

Chairperson Josh Robinson requested a motion for the Board to convene into Executive Session under the provisions of Wisconsin Statutes §19.85(1)(c)(e)(f) for the purposes of considering Bargaining Environment and Strategies, Performance Evaluations and Considering Approval of 2020-2021 Compensation of Non-Represented Employees, and Considering Approval of Select Employees' Compensation Eligibility.

James Beistle moved, seconded by Janelle Gruetzmacher, to convene into Executive Session in accordance with Wisconsin Statutes §19.85(1)(c)(e)(f) for the purposes noted in the preceding paragraph. Chair Robinson announced the motion. Upon a roll-call vote, all members present voted yes; motion carried (8-0).

Chairperson Robinson called the executive session to order at 8:34 a.m. with the following Board members present at the WITC Administrative Office in Shell Lake: James Beistle and Josh Robinson. Andy Albarado, Carol De Young, Brett Gerber, Janelle Gruetzmacher, Lori Laberee, and Troy Lambert attended the meeting via BlueJeans technology. Chris Fitzgerald was not present for Executive Session but joined the meeting at 9:31 a.m. via BlueJeans technology

during open session.

The following WITC employees were in attendance during the executive session: Steve Decker, Kim Olson, and John Will.

1. Approval of the October 19, 2020, Executive Meeting Minutes

James Beistle moved, seconded by Brett Gerber, to approve the executive meeting minutes as printed. Upon a unanimous vote of all members present, motion carried.

*Note: Mr. Decker was excused at 8:58 a.m.*

2. Motion to Reconvene into Open Session

A motion was needed to reconvene into open session. Any action to be taken on matters discussed in Executive Session will be considered in open session under "Other Items Requiring Board Action."

James Beistle moved, seconded by Janelle Gruetzmacher, to adjourn the Executive Session and reconvene back into the regular Board meeting. Upon a roll-call vote, all members present voted yes; motion carried (8-0) and the executive session adjourned at 9:23 a.m.

**OPEN SESSION RECONVENED**

*The Board Chair recessed the meeting at 9:23 a.m. and reconvened the meeting at 9:30 a.m.*

**MEETING MINUTES**

1. Approval of the October 19, 2020, Regular Meeting Minutes

Brett Gerber moved, seconded by Carol De Young, to approve the regular meeting minutes as printed. Upon a unanimous vote of all members present, motion carried. The signed contract listing and resolutions from the October meeting were attached to the official minutes.

**CONSENT AGENDA**

Chairperson Robinson asked if there were any items to be pulled off the Consent Agenda and acted on separately; however, there were none.

*Note: Chris Fitzgerald joined the meeting at 9:31 a.m.*

Andy Albarado moved, seconded by Lori Laberee, to approve the Consent Agenda. Upon a roll-call vote, eight members present voted yes, zero members voted no, and one member (Ms. Gruetzmacher) abstained; motion carried (8-0-1).

1. Personnel:

- A. **New Hire:** Andrew Boso, General Studies-Mathematics Instructor; Faculty; annual salary \$61,528, Ashland, effective December 1, 2020.
- B. **New Hire:** Sarah Taylor Mayhak, General Studies-Communications Instructor; Faculty; annual salary \$61,528, Rice Lake, effective January 1, 2021.
- C. **Resignation:** Mila Halvorson, Associate Degree Nursing Instructor; Ashland, effective December 31, 2020.
- D. **Resignation:** Kelly Thompson, Human Resources Technician; Shell Lake, effective November 12, 2020.
- E. **Resignation:** Gary Turnipseed, Maintenance Custodian; New Richmond, effective May 3, 2021.

*There were a total of 11 years of service from those who resigned (will retire/leave the College); Ms. Halvorson served 6.5 years and Mr. Turnipseed served 4 years. The Board expressed its appreciation for this service to the College.*

2. Contracts  
The contract listing was approved (see attached list).
3. Financial/Cash Position Report  
The College's Financial and Cash Position Report, as of last month, was approved.
4. Approval of Bills  
Expenditures and revenue from the budget, covering check numbers 254821 through 255360 and electronic transfer payments totaling \$7,017,948.85 were approved.
5. Bids/Purchases
  - A. **Impact Study – Collegewide:** The Board gave approval of a partnership for program gap analysis study and program development opportunities by campus in the total amount of \$15,000 from Hanover Research of New York, NY, under RFP #21-96801-CW-IMPACTSTUDY. The agreement was for an initial 1-year contract with the option to exercise six (6) additional 1-year renewals.

#### **OTHER ITEMS REQUIRING BOARD ACTION**

1. Action to be Considered on Matters Discussed in Executive Session  
Time was reserved for the Board to consider action to be taken on matters discussed in Executive Session.
  - A. **Considering Approval of 2020-2021 Faculty Union Tentative Agreement, (Local 395, AFT-Wisconsin, AFL-CIO)**  
Board approval was requested for the faculty union one-year collective bargaining tentative agreement.  
  
James Beistle moved, seconded by Janelle Gruetzmacher, to approve the 2020-2021 Faculty Union Tentative Agreement (Local 395, AFT-Wisconsin, AFL-CIO), providing a table adjustment of 1.355% and \$323 or prorated share increase over base year wages for employees within minimum and maximum placement on the wage range table. Staff placed at or above maximum placement will receive a wage adjustment of 1.355% and a lump sum payment of .455%.  
  
Upon a roll-call vote, all members present voted yes; motion carried (9-0).
  - B. **Considering Approval of 2020-2021 Office and Technical Support (OTS) Union Tentative Agreement, (Local 395, AFT-Wisconsin, AFL-CIO)**  
Board approval was requested for the OTS union one-year collective bargaining tentative agreement.  
  
Carol De Young moved, seconded by Andy Albarado, to approve the 2020-2021 Office and Technical Support (OTS) Union Tentative Agreement (Local 395, AFT-Wisconsin, AFL-CIO), providing a table adjustment of 1.355% and \$271.60 or prorated share increase over base year wages for employees within minimum and maximum placement on the wage range table. Staff placed at or above maximum placement will receive a wage adjustment of 1.355% and a lump sum payment of .455%.  
  
Upon a roll-call vote, all members present voted yes; motion carried (9-0).
  - C. **Considering Approval of 2020-2021 Compensation for Non-Represented Employees**  
Board approval was requested for non-represented employees' compensation and discretionary adjustments for all employees.  
  
Brett Gerber moved, seconded by Troy Lambert, to approve the 2020-2021 Compensation for Non-Represented Employees at a schedule increase of 1.355% for all

non-represented groups, and discretionary adjustments for all employees based on performance and completion of professional development plans as follows:

- A 1.81% minimum compensation increase over the base year in base wage and/or lump sum payment for all employees in good standing as determined by administration or the Board.
- Discretionary compensation adjustments not to exceed 1.46% of January 1, 2020, total base payroll for all employees for performance and successful completion of professional development plans.

Upon a roll-call vote, all members present voted yes; motion carried (9-0).

*Note: The Board Chair moved to Correspondence and Information and returned to Other Items Requiring Board Action (item number 2) at 10:38 a.m.*

2. Approval of Resolution 21-05, Awarding the Sale of the \$4,075,000 in GO Promissory Notes for Series 2020B of the Wisconsin Indianhead Technical College District, Wisconsin  
The sale of the \$4,075,000 promissory notes closed at 10:00 a.m. on Monday, November 16, 2020. Administration presented Resolution 21-05 (attached) and the results of the bid to the Board at the meeting. Based on the bid results received from five (5) bidders, administration recommended the lowest bid from BOK Financial Securities, Inc. of Dallas, TX, at 0.640934%, for the Board's approval. The borrowing will be used for movable equipment and remodeling throughout the district. An Official Statement was also provided for the Board's information.

Lori Laberee moved, seconded by Carol De Young, to approve the Resolution 21-05, Awarding the Sale of the \$4,075,000 in GO Promissory Notes for Series 2020B of the Wisconsin Indianhead Technical College District, Wisconsin as presented. Upon a roll-call vote, all members present voted yes; motion carried (8-0). *Note: Mr. Fitzgerald was not present for this vote.*

## **CORRESPONDENCE AND INFORMATION**

### 1. Meeting Information Sharing

Time was reserved for Board members to report on any meetings they attended.

#### A. **Wisconsin Technical College District Boards Association Meeting Update**

Time was reserved for those who attended the virtual District Boards Association meeting on Friday, October 23, 2020, to give an update.

Mr. Beistle reviewed a written summary of meeting highlights for both the regular meeting and the Board of Directors meeting. Ms. Laberee also attended the meeting.

### 2. Travel Sign Up

#### A. **Board Events Schedule**

Time was reserved for Board members to update administration on their plans for upcoming Board events. A copy of the *Board Events Schedule* was included in the Board book, and Board members were requested to notify the Executive Assistant as soon as plans are confirmed. Links to state and national Board meetings and events were included in the Board book.

Ms. Olson noted it was just announced on the National Legislative Summit web page that the conference will be virtual and registration will be open in mid-December.

### 3. Monitoring Schedule Review and Updates

#### A. **Monitoring Schedule**

Time was reserved to review and update *the Board Monitoring Schedule* as needed. Administration updated the schedule to reflect the Board Forward date change to

December for FY21 and a March 2021 District Boards Association Update. There were no objections.

4. President's Updates:

A. **Enrollment Update**

President Will provided a brief update on the most recent enrollment information. A Cognos report was provided.

B. **Rebranding Update**

President Will provided a rebranding update related to public reporting being done on WITC's rebranding efforts. Several articles from various news outlets were shared. The first Rebranding Leadership Task Force meeting took place on Friday, November 13.

Chair Robinson thanked administration for the consistent messaging, which is a key point in walking through this process.

5. Legislative Updates

Time was reserved for legislative updates. *Note: District legislators have an open invitation to attend WITC Board meetings to provide legislative updates.*

6. Audited Annual Financial Statements Draft

The annual financial audit report for year ending June 30, 2020, will be presented virtually by the College's financial auditing firm at the December 2020 Board meeting. In an effort to provide the Board information on the audit in draft format earlier, the draft audit cover letter and draft audited annual financial statements were provided for the Board's information.

Mr. Decker gave kudos to Anita Hacker for her work in getting us through the audit. On behalf of the Board, Chair Robinson thanked Ms. Hacker for her work on the audit.

7. District Boards Association 2021 Media Award Call for Nominations

The District Boards Association encourages each district to consider providing a nomination for the District Boards Association's annual Media Award competition. This is an excellent opportunity to recognize media coverage of our district's service to its communities and learners.

For the Board's consideration, the *WITC Program Calls in the Marines* article by writer/reporter Rick Olivo of the *Ashland Daily Press* was recommended for the 2021 Media Award nomination. The 2021 Media Award nominations must be received by February 1, 2021. The award will be made during the Association's spring meeting (virtual or location to be determined). The Media Award submission requirements and award criteria were provided for the Board's review.

Janelle Gruetzmacher moved, seconded by James Beistle, to nominate Rick Olivo of the *Ashland Daily Press* for the *WITC Program Calls in the Marines* article as presented. Upon a unanimous vote of all members present, motion carried.

*Note: Chris Fitzgerald was excused at 10:15 a.m.*

8. SWOT Analysis Activity

Susan Yohnk Lockwood, Vice President, Institutional Effectiveness and New Richmond Campus Administrator, and Hayley Bauer, Institutional Research Analyst, presented the Environmental Scanning Report as part of the Strategic Planning process for the 2021-2023 Strategic Plan. Additionally, the 2021-2023 Strategic Planning Timeline was reviewed. A summary of a SWOT analysis was sent via an online link for the Board to have an opportunity to give input electronically within the next 7 - 10 days.

9. Student Updates and News

Time is reserved for the following updates:

A. **WITC Earns National Rankings**

WITC was named the 16<sup>th</sup> best community college in the United States and the 13<sup>th</sup> best online college in the United States by Niche. Niche is a resource site for prospective students to research U.S. colleges, schools, neighborhoods and companies. Rankings are based on key statistics and student reviews using data from the U.S. Department of Education. A *Niche* reference was provided.

President Will thanked the Board members for their leadership.

Chair Robinson gave a big thank you and congratulations from the WITC Board to everyone in the college system that makes these things happen.

B. **WITC Instructor Earns National Certification**

Kirsten Dieckman, Cumberland, passed the National Certified Nurse Educator® (CNE) exam. Dieckman is the program director and Nursing – Associate Degree instructor at WITC. A *Drydenwire* article was provided.

President Will thanked Kirsten for her leadership in our nursing program. On behalf of the Board, Chair Robinson congratulated and commended Ms. Dieckman on her accomplishment for passing the certification.

President Will noted that we are pursuing clinical opportunities where we can, but now have simulation as an alternative when needed.

10. Capital Equipment Purchases

- A. **Logo Facemasks – Collegewide:** A purchase was made of 9,600 reusable, cloth WITC logo facemasks in the amount of \$25,000 from Gator Garb in Altoona, WI, under Q21-91902-CW-001-FACEMASKS. These masks are for students and staff to protect against the COVID-19 virus.

*Note: at 10:38 a.m., the Board Chair moved back to Other Items Requiring Board Action (item number 2) and then returned to the items below.*

**ESTABLISH BOARD AGENDA ITEMS FOR FUTURE MEETINGS**

1. Review Meeting Dates, Locations, and Start Times

Time was reserved for the Board to confirm its plans for the regular meeting scheduled on Monday, December 21, 2020, beginning 8:30 a.m., at the WITC-Administrative Office in Shell Lake. In addition, the Board Forward meeting will follow the regular meeting on December 21, 2020. The Board meeting schedule was provided for the Board's information.

President Will requested that the Board still have the option to join the December meetings via BlueJeans. There were no objections.

2. Review/Add Agenda Items

Time was reserved for the Board to add or review agenda items for the next Board meeting. Board agenda items for the next meeting were listed on the Board's Monitoring Schedule. Additional agenda items for this meeting were discussed.

*Note: Board members may add additional items to next month's Board agenda by contacting the Chair before Thursday, November 19, 2020. This request does not obligate the Chair to include these items on the agenda. The Chair will notify administration of agenda items before the Board book is prepared.*

## MEETING EVALUATION

### PLUS +/-DELTA ^

- + Jim Beistle's notes on DBA meeting were excellent.
- + Exceptional leadership (again) from our Chairperson, Josh Robinson.
- + FY21 Salary Calculations and Compensation Reports were very well done.
- + Thank you to Jim Beistle (and Lori) for the great report on the District Boards update and information.
- + Rebranding efforts have been great and I am looking forward to the next steps and announcements.
- + Anita Hacker, Hayley Bauer, and Susan Yohnk Lockwood presented great reports and are doing amazing work on our behalf!
- + SWOT presentation
- + DBA update
- + Financial Report/update
- + National Recognition of college
- + Kristin Dieckman national certification
- ^ None

James Beistle moved, seconded by Carol De Young, to adjourn the meeting at 10:47 a.m.

Respectfully submitted,



Board Secretary

ko

Wisconsin Indianhead Technical College  
Contract Estimated Full Cost Report

Fiscal Year:  
2021

11/2/20  
9:38 15 am

State Designated Indirect Cost Factors:  
Off Campus = 36.51 %  
On Campus = 43.25%

The Board is requested to ratify the President's action in entering into a contractual arrangement with the following agencies:

\*-----ESTIMATED-----\*


Contract Number	Account Name	Location of Training	On/Off	Contract Revenue	Est.Salary/Fringe	+	Indirect Cost	+	Other Direct Cost Total	=	Full Cost	Difference
<b>Approval Date: October 2020 (12 records)</b>												
721368	K-Tek Wisconsin Fire Extinguisher Training for up to 20 employees. The employees will be split into two groups for a one-hour session.	Baldwin	Off	\$ 504.00	\$ 138.60	\$	50.60	\$	122.00	\$	311.20	\$ 192.80
721370	Barron Care & Rehab Provide 2 CPR for Healthcare Recert classes and 1 CPR for Healthcare Provider course.	Barron	Off	\$ 1,826.00	\$ 580.80	\$	212.05	\$	112.00	\$	904.85	\$ 921.15
721373	Bayfield County Jail 20 hours of Essential Employee Skills for up to 6 Bayfield County Jail inmates. There will be 10, 2 hour modules. Thursdays & Fridays 6:30-8:30 p.m. Each inmate will have 1 hour of individual 1:1 coaching and will be scheduled after the last module is completed on Dec. 11th. A 2.5 hour True Colors class will also be included along with an online, individual personality assessment on Dec. 17. The contract total will not exceed \$5,213.00. * All of the above classes including the 1:1 coaching sessions will be rescheduled before 12/30/2020 if a cancellation is necessary due to a technology issue or any other unforeseen conflict.	Online	Off	\$ 5,213.00	\$ 2,466.20	\$	900.41	\$	430.00	\$	3,796.61	\$ 1,416.39
721367	Ashland Health & Rehab Center CPR for Healthcare recertification for up to 16 students. Contract will be adjusted if there are less than 16 students.	WITC Ashlnad	On	\$ 1,268.00	\$ 387.20	\$	167.46	\$	113.00	\$	667.66	\$ 600.34
721375	Town of Iron River - Public Works Up to 10 participants will receive American Safety & Health Institute Basic First Aid instruction. Upon successful completion, participants will receive documentation. This Service Agreement cost would increase if more than 10 students participated	Off Campus	Off	\$ 784.00	\$ 387.20	\$	141.37	\$	115.00	\$	643.57	\$ 140.43
721372	Turtle Lake PD Annual DOJ required firearms qualification course for 4 officers.	Turtle Lake	Off	\$ 115.00	\$ 167.20	\$	61.04	\$	-	\$	228.24	\$ (113.24)
721223	Chippewa Valley Technical Clg CVTC to offer 45 hours of Plumbing Repair course for plumbers. WITC instructor, Tony Allen will teach course. CVTC will register students. WITC will pay Tony Allen for hours of instruction.	Barron Plumbing and Heating	Off	\$ 2,880.00	\$ 2,227.50	\$	813.26	\$	-	\$	3,040.76	\$ (160.76)
721371	Christian Community Homes Provide CBRF classes - Standard Precautions, Fire Safety, 1st aid & choking and Medications	Osceola	Off	\$ 4,241.00	\$ 1,171.50	\$	427.71	\$	527.00	\$	2,126.21	\$ 2,114.79
721369	ACI Asphalt & Concrete, Inc CDL Training for 1 employee. The contract is set up for 45 hours and the exam. ACI will only be charged for the hours utilized for the employee. This quote does include one exam. ACI will provide the power unit and WITC will provide the trailer. Instead of exchanging checks for fuel, ACI will allow WITC to fill the training truck at their location.	Roberts	Off	\$ 3,625.00	\$ 1,881.00	\$	686.75	\$	250.00	\$	2,817.75	\$ 807.25
721376	Unity High School Nursing Assistant Training for 8 students from Unity High School.	Unity	Off	\$ 3,014.00	\$ 387.20	\$	141.37	\$	80.00	\$	608.57	\$ 2,405.43
721377	ABC 123 Daycare Up to 10 employees of ABC123 Daycare will receive Adult & Pediatric CPR Heartsaver renewal training. Upon successful completion, participants will receive documentation.	Off Campus	Off	\$ 963.00	\$ 193.60	\$	70.68	\$	309.00	\$	573.28	\$ 389.72
721374	Cumberland Police Dept	Turtle Lake	Off	\$ 202.00	\$ 292.60	\$	106.83	\$	-	\$	399.43	\$ (197.43)



Annual DOJ required firearms qualification course for 7 officers from the Cumberland Police Department.

Grand Totals (12 records)

\*indicates an amended contract

  
\_\_\_\_\_  
Board Secretary

11-16-20  
Date

## RESOLUTION NO. 21-05

RESOLUTION AWARDING THE SALE OF  
\$4,075,000.00 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2020B

WHEREAS, the District Board of Wisconsin Indianhead Technical College District, Wisconsin (the "District") has, by a resolution adopted on September 21, 2020 (the "Authorizing Resolution"), authorized the issuance of General Obligation Promissory Notes, Series 2020B (the "Notes"), pursuant to Section 67.12(12) of the Wisconsin Statutes in the aggregate principal amount of \$4,075,000 for the public purposes of: (a) financing \$825,000.00 of building remodeling and improvement projects at the District's campuses; (b) financing \$3,250,000.00 of movable equipment at the District's campuses; and (c) paying related closing costs (the "Public Purpose"); and

WHEREAS, the Secretary of the District caused Notices to Electors to be published in the Ashland Daily Press on September 25, 2020 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 the Public Purposes;

WHEREAS, no petition for referendum was filed with the Secretary and the time to file such a petition expired on October 26, 2020;

WHEREAS, the District has directed PMA Securities, Inc. ("PMA") to take the steps necessary to sell the Notes authorized by the Authorizing Resolution, assuming the petition period expires;

WHEREAS, PMA, in consultation with the officials of the District, prepared Official Bid Form (Open Internet Auction) (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, the "Official Bid Form") setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on November 16, 2020, subject to the petition rights which may cause the issuance to be terminated;

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

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

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

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

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

Section 1B. Award of the Notes. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and Secretary or other appropriate officers of the District are authorized and directed to execute an acceptance of the Proposal on behalf of the District. The good faith deposit of the Purchaser shall be retained by the District Treasurer and applied in accordance with the Official Bid Form, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2020B"; shall be issued in the aggregate principal amount of \$4,075,000; shall be dated December 7, 2020; 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 October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021. 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.

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

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 2020 through 2027 for the payments due in the years 2020 through 2028 in the amounts set forth on the Schedule.

(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.

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

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,075,000 General Obligation Promissory Notes, Series 2020B, dated December 7, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The District Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the District at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the District above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

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

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

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the District by the manual, electronic 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 electronic or 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. 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. The District authorizes, agrees and acknowledges that all documents associated with the 2020B issuance may be executed electronically.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by U.S. Bank National Association, St. Paul, Minnesota, 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 Fiscal Agency Agreement between the District and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 13. 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 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the District at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the District and on file in the District office.

Section 16. Official Statement. The District Board hereby approves the Official Statement with respect to the Notes and deems the 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 Official Statement and any addenda to it or Addendum are hereby ratified and approved. In connection with the Closing, the appropriate District official shall certify the Official Statement and any addenda or Addendum. The Secretary shall cause copies of the Official Statement and any addenda or Addendum to be distributed to the Purchaser.

Section 17. 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.

Section 18. Record Book. The Secretary shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. 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 20. 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.

[signature page to follow]



Adopted, approved and recorded November 16, 2020.



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Josh Robinson, Chairperson

ATTEST:



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Brett Gerber, Secretary

EXHIBIT A

Official Bid Form

To be provided by PMA Securities and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by PMA Securities and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by PMA Securities and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by PMA Securities and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
WISCONSIN INDIANHEAD TECHNICAL COLLEGE DISTRICT  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES \_\_\_\_\_

<u>Number</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
R-__	_____	_____	_____	97671K__

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

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

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

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

This Note is one of an issue of Notes aggregating the principal amount of \$ \_\_\_\_\_, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the District pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of \_\_\_\_\_ all as authorized by resolutions of the District Board duly adopted by said governing body at meetings held on \_\_\_\_\_. Said resolutions are recorded in the official minutes of the District Board for said dates.

**This Note is not subject to optional redemption. OR**

**[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to optional redemption by lot, in integral multiples of \$5,000, as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]**

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

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

This Note has been designated by the District Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the District kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the District appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the District for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with



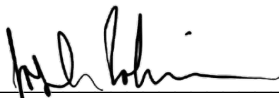
respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and District may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

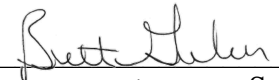
This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

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

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

WISCONSIN INDIANHEAD TECHNICAL  
COLLEGE DISTRICT, WISCONSIN

By:   
Josh Robinson, Chairperson

By:   
Brett Gerber, Secretary

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of Wisconsin Indianhead Technical College District, Wisconsin.

U.S. BANK NATIONAL ASSOCIATION,  
ST. PAUL, MINNESOTA

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

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

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

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

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

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

Signature Guaranteed:

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

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

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

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