



**AGENDA**

***Business Services Committee***

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Troy Bier, Member  
John A. Krings, President

**September 7, 2021**

LOCATION: Board of Education, 510 Peach Street, Wisconsin Rapids, WI  
Conference Room C

TIME: Immediately following the Educational Services Committee Meeting, but not  
before 6:15 p.m.

- I. Call to Order
- II. Public Comment
- III. Actionable Items
  - A. Use of School Facilities Policy Change – Approval
  - B. WoodTrust Loan Agreement & Resolution – Approval
- IV. Updates and Reports
  - A. Purchases – Update
  - B. Accident and Damage to SE Corner of PAC – Update
- V. Agenda Items
- VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda **however, no deliberation or action will be taken by other Committees or the full Board of Education.**





**BACKGROUND**

***Business Services Committee***

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Troy Bier, Member  
John A Krings, President

**September 7, 2021**

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TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

- I. Call to Order
- II. Public Comment
- III. Actionable Items

A. Use of School Facilities Policy Change – Approval

In order to make the East Junior High (EJH) School kitchen more accessible to the community as a rental space, the WRPS Food Services Department is recommending that the kitchen rental fee in Board Policy 830 be changed to \$50 per day regardless of the group category. This will allow members of our community to access this commercial kitchen space to operate their food service businesses and support our local economy. The Food Services Department also developed an EJH Kitchen Rental and Policy Agreement that explains all expectations of the renters using the EJH kitchen facility (see Attachment A).

The Administration recommends the newly developed EJH rental and policy agreement and changes to Board Policy 830 for first reading.

B. WoodTrust Loan Agreement & Resolution – Approval

On June 14, 2021 the Board approved a 5-year loan agreement with WoodTrust Bank with a principal balance of \$385,945 at an interest rate of 2.25% for the purchase of a Daktronics video display board. After consulting with Quarles & Brady and WoodTrust Bank representatives, it has been determined that it would be in the District's best financial interest to enter into a taxable loan versus a non-taxable loan as was originally approved. The cost of issuance of the non-taxable loan originally approved would be approximately \$15,000 due to the additional paperwork and attorney fees required. The interest on the taxable 5-year loan is still quite low at 2.8%, and would equate to an additional \$5,475 cost over the life of the loan (see Attachment B).

The administration recommends approval of a change to the original proposed loan type from WoodTrust Bank approved by the Board on June 14, 2021 to be a taxable, 5-year loan of \$385,945 at an interest rate of 2.8% for the purchase of a Daktronics video display board to be installed at Lincoln High School and the affiliated Exhibit A Resolution.

## IV. Updates and Reports

## A. Purchases – Update

- Altmann Construction Inc. – \$145,306.08 - Pay App 4 – Quadplex
- Altmann Construction Inc. – \$13,800 – Masonry Wall Replacement at Washington Elementary – Buildings & Grounds
- Blocks Inc. - \$12,000 – One-year teacher licenses – Technology
- Cegielski, Jeff - \$10,671.50 – Concrete work at Mead – Buildings & Grounds
- Current Technologies Inc. - \$13,500 – Pay App 1 – Quadplex
- Daktronics - \$73,992 – Quadplex
- Hawkins Ash - \$11,000 – Audit – Business Office
- Integrity Grading & Excavating –\$70,283.83 - Pay App 4 – Quadplex
- Lucid Software - \$10,614 – K-12 Online Subscriptions – Common School Library Funds
- Marzofka, Marvin - \$10,500 – Special Ed Van
- McMillian Electric - \$25,840.80 – Pay App 2 – Quadplex
- Midwest Netting Solutions - \$29,340 – Pay App 2 – Quadplex
- Midwest Netting Solutions - \$54,053.10 – Pay App 3 – Quadplex
- Miron Construction - \$153,488.26 – Pay App 2 – Quadplex
- Moving Equipment Sales, Inc. - \$10,000 – Book Carts – Referendum
- Musco Sports Lighting - \$37,800 – Pay App 1 – Stadium
- Musco Sports Lighting - \$512,910 – Pay App 1 – Quadplex
- PDS - \$15,756 – Laptops – Technology
- Plunkett Raysich Architects, LLP - \$284,348.24 - Referendum
- Point of Beginning, Inc. – \$38,288.73 – Quadplex
- School Maskpack - \$39,048.84 – Masks – ESSER & Legacy Funds
- Spinturf, LLC – \$71,635.13 - Pay App 2 – Stadium
- True Pitch - \$75,368.24 – Baseball/Softball Mounds - Quadplex
- Zopali - \$21,330 – Masks – ESSER Funds

## B. Accident and Damage to Southeast Corner of PAC - Update

On July 30, 2021, at 11:55 p.m. a car ran into the southeast corner of the Performing Arts Center (PAC) which caused structural damage to that corner of the building. The administration is working with the District's property insurance company and they have been in contact with the individual responsible for the accident and his auto insurance. Quotes are being gathered from vendors to repair the damage.

## V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

## VI. Future Agenda Items

No future agenda items of the Business Services Committee were identified.

## **830 USE OF SCHOOL FACILITIES**

### **Community Relations**

The Board of Education recognizes that the school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social, and civic purposes within legal limitations.

Requests for use of facilities may originate with groups including, but not limited to non-profit or civic organizations, school district residents, or businesses located within the school district. Political, partisan, or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

School facilities shall not be used for non-school organizations at any time that will interfere with the curricular or co-curricular program of the school. The right to authorize the use of school facilities shall be retained by the Board and/or Superintendent through their designated coordinator.

Authorization for use of school facilities shall not be considered as an endorsement of or approval of the activity group or organization nor the purpose they represent. Promotional materials developed to advertise events and/or activities shall contain a disclaimer that clearly indicates that the event and/or activity is neither endorsed or promoted by the Wisconsin Rapids School District. Sample promotional materials shall be provided by the lessee upon request.

All applications for use of school buildings and facilities by organizations and individuals outside of school must be made in writing or on-line ([www.wrps.org](http://www.wrps.org)) to the Superintendent of Schools or designee. The application must state the time, give the purpose of the use and describe the activity.

The applicant shall assume responsibility for, and compensate for, any damages done to the building, equipment, or property during the period of usage; Lessee shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost (including attorney's fees), damages, expenses and liability (including statutory and liability under workmen's compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by lessee, its employees, and all other persons, which arise from or in any manner grow out of an act of neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents, employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a showing of financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility. A Certificate of Insurance in the amount of \$1,000,000 general liability coverage, and \$100,000 property damage coverage, naming the School District of Wisconsin Rapids as additional insured may be required from the lessee. The cost of the insurance is to be paid by the lessee.

The State of Wisconsin and consequently the Board of Regents of the University of Wisconsin Systems as an agency of the State is self-funded for liability (both public and property) under State Statutes §16.865, §20.865, §895.46(1), §893.82, and §895.46. Such protection as is afforded is applicable to officers, employees, and agents while acting within the scope of their employment. Since this is a statutory indemnification, there is no liability policy as such that can extend protection to any others.

A minimum charge shall be made for all non-school use of school facilities and equipment to cover actual cost of operation. Operating expenses shall include heat, light, and loss or damage of school property and equipment. Charges including, but not limited to, lifeguard, custodial, maintenance, food service, and technology personnel will be billed at the completion of the event. Estimates are available upon request.

The lessee may be required to deposit a check to cover the estimated operating expenses. Operating expenses in excess of said deposit will be determined and shall be paid by the group or persons using the facility.

Applicant must provide sufficient supervisors, chaperones, or crowd control personnel to satisfy the administration that the event will be controlled.

The Board of Education, Superintendent, or any representative thereof, shall have the right to enter and inspect the facility at any time in which the building is being used and require compliance with the regulations and to impose any rule that may be necessary for the safety of such building and occupants therein. Applicant shall comply immediately with such request.

Pianos or other school furniture and/or equipment shall not be moved from other rooms and buildings to the place of the event without the consent of the Superintendent or designee.

The Board of Education reserves the right to utilize a space in fieldhouse areas to store chairs, chair trucks, band/choral risers, gym equipment, gym mats, and wrestling mats or other equipment.

During school days, the stage and/or gym areas shall be free from apparatus and materials used by persons renting the same and regular school apparatus left in its proper place during school hours.

Pre-approval for sale and/or consumption of food and beverages on the premises is necessary, and will only be allowed in designated areas. District clubs and/or organizations shall have first opportunity or right of refusal in providing concessions. The District reserves the right to determine the need for food service personnel for any event.

Parking for vehicles in loading/unloading areas is limited and must be coordinated prior to the event. No vehicle may stay in the loading/unloading area unattended. ALL vehicles must use designated parking areas.

If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to the WRPS.

State law prohibits the use of tobacco products and alcoholic beverages in school facilities or on school grounds. Special officers may be provided by the Board and shall be paid for by the organization or person using the facility to see that this rule is strictly enforced. No individual shall possess or use a dangerous weapon in school buildings, on school premises, in a District-owned vehicle or at any school-sponsored function or event. A dangerous weapon is defined as a firearm (loaded or unloaded), knife, razor, martial arts device, explosive device, metal knuckle, or any other object, which is used or intended to be used to inflict bodily harm.

Any events scheduled during a period in which the building is unoccupied, will require the presence of a custodian whose wages and benefits will be paid by the applicant. Exception to this requirement may be granted at the discretion of the Superintendent or designee.

**FEES**

<b>GROUP A</b>	<b>IN-DISTRICT NON-PROFIT ORGANIZATIONS</b>
<p>The use of school district facilities by non-profit organizations located within the school district may be made available free of rent. Operational costs to the District for such use will be borne by the lessee.</p>	
<p>The following are examples of non-profit organizations. Requests by others will be evaluated on an individual basis.</p> <ul style="list-style-type: none"> <li>- Civic Organizations</li> <li>- Youth Clubs</li> <li>- Adult Recreational Clubs</li> <li>- Wood County Governmental Organizations</li> <li>- Area City/Town Non-Profit Organizations</li> <li>- WRPS Booster Clubs</li> </ul> <p>Rental fee, if any, for general facility usage will be as per the attached "GROUP A" listed on FEE SCHEDULE #1.</p> <p>Educational programs put on by local schools (public &amp; private) shall have consideration for the rental fee to be waived. Local schools are considered to be those within the boundaries of the Wisconsin Rapids Public Schools system. Operational costs will be borne by the lessee (i.e., bleacher inspection fees, orchestra pit cover/acoustic shell removal or installation, custodial expense, etc.)</p>	
<p><b>COLLEGE COURSES</b></p> <p>Rental fees will be waived for universities/colleges conducting classes if 50% or more of the enrollment is staff members or residents of the School District of Wisconsin Rapids.</p>	
<p><b>WIAA EVENTS</b></p> <p>When WRPS hosts regional, sectional, or state WIAA meets at WRPS facilities, rental fees will be waived; however, operational costs will be borne by the organization using the facility.</p> <p>Other districts using WRPS facilities for any WIAA games or meets will be charged the "GROUP B" rate on FEE SCHEDULE #1 as well as all operational costs associated with the event. Assumption High School will be charged operational expense only.</p>	

<b>GROUP B</b>	<b>IN-DISTRICT FOR PROFIT OR OUT-OF-DISTRICT NON-PROFIT ORGANIZATIONS</b>
<p>The following are examples of business/private groups/individuals:</p> <p>- Athletic Camps/Clinics   - Athletic Alumni Clubs   - Central Wisconsin Home Builders Assn.</p> <p>Rental fees plus operational costs will be charged to these groups as per the attached “GROUP B” as listed on FEE SCHEDULE #1.</p>	

**RELIGIOUS ORGANIZATIONS**

The use of school facilities by religious organizations shall be governed by SS.120.13 (17) and the general provisions of the policy. School facilities may be made available on a rental basis with the non-profit rental fees assessed as per the attached schedules. Other non-budgeted costs to the District must be borne by the lessee. Use may be granted for programs of general interest during non-school hours for the single date or specified period of time. Extended dates/use must have the approval of the Board of Education or designee.

<b>GROUP C</b>	<b>OUT-OF-DISTRICT FOR PROFIT ORGANIZATIONS</b>
<p>Rental fees plus operational costs will be charged to these groups as per the attached “GROUP C” as listed on FEE SCHEDULE #1.</p>	

The Board of Education, Superintendent, or designee shall have the right to use their discretion to determine rates in small group incidental usage or in unique situations.



**FEE SCHEDULE # 1    Effective ~~March 12, 2012~~ September 7, 2021**

FACILITY	GROUP A <i>IN-DISTRICT NON-PROFIT</i>	GROUP B <i>IN-DISTRICT FOR PROFIT OR OUT-OF- DISTRICT NON- PROFIT</i>	GROUP C <i>OUT-OF-DISTRICT FOR PROFIT</i>
	<i>All Day</i>	<i>All Day</i>	<i>All Day</i>
EAST                      Fieldhouse Cafeteria Kitchen Other Rooms	\$250.00 \$ 75.00 <del>\$ 75.00</del> <b><u>\$50.00</u></b> \$ 75.00 per room	\$500.00 \$100.00 each <del>\$100.00</del> <b><u>\$50.00</u></b> each \$100.00 per room	\$750.00 \$125.00 <del>\$125.00</del> <b><u>\$50.00</u></b> \$125.00 per room
LINCOLN                      Fieldhouse Cafeteria Kitchen Other Rooms Bleacher Inspection Fee Football Stadium/Track Pool	\$350.00 \$150.00 \$ 75.00 \$ 75.00 per room \$120.00 \$350.00 \$100.00	\$700.00 \$200.00 \$100.00 \$100.00 per room \$120.00 \$700.00 \$200.00	\$1000.00 \$ 250.00 \$ 125.00 \$ 125.00 per rm \$ 120.00 \$1000.00 \$ 300.00
MIDDLE SCHOOL              Auditorium Rehearsal Gym Cafeteria Kitchen Other Rooms	\$250.00 \$ 75.00 \$200.00 \$ 75.00 \$ 75.00 \$ 75.00 per room	\$450.00 \$100.00 \$400.00 \$100.00 \$100.00 \$100.00 per room	\$600.00 \$125.00 \$600.00 \$125.00 \$125.00 \$125.00 per room
GRADE SCHOOLS                      Gym Cafeteria Other Rooms	\$ 75.00 \$ 75.00 \$ 75.00 each	\$100.00 \$100.00 \$100.00 per room	\$125.00 \$125.00 \$125.00 per room
OTHER EQUIPMENT AV Equipment Gym Equipment Risers Spotlight Delivery Cost	\$ 30.00 per piece \$ 30.00 per piece \$ 15.00 per piece \$ 35.00 per day \$ 50.00 round trip	\$ 30.00 per piece \$ 30.00 per piece \$ 15.00 per piece \$ 35.00 per day \$ 50.00 round trip	\$ 30.00 per piece \$ 30.00 per piece \$ 15.00 per piece \$ 35.00 per day \$ 50.00 round trip

Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.

In addition to the pool rental expense, operational expenses, including the hiring of lifeguards and custodial fees will be billed to the lessee.

In addition to the room rental expense, operational expenses, including custodial fees, will be billed to the lessee.

In addition to the room rental expense, operational expenses (including custodial fees) and food service fees (including food service staffing fees) will be billed to the lessee.

In addition to the Stadium/Track rental expense, equipment rental will be billed as follows:

\$250.00 – Track Equipment (*hurdles, high jump equipment, and pole vaulting equipment*)

\$ 50.00 – Football Equipment (*down markers, goal post padding, yardage markers, and end zone pylons*)

## **Rules Governing Use of School Facilities**

1. All applications for use of school buildings and facilities by organizations and individuals outside the school must be made in writing or on-line to the Superintendent of Schools or designee. The application must state the time, give the purpose of the use and describe the activity.
2. The name of a supervisor must be provided to the principal of the school.
3. Activity is to be confined to the area reserved. If participants in a group are found to be in areas of the building not reserved, they will be asked to leave. If a group continues to have participants wandering into areas not reserved, use of facility privileges may be revoked. All groups must vacate by 11:00 p.m. unless otherwise approved by the Superintendent or designee.
4. The group supervisor must be with the group on entry to the facility. The supervisor must be on duty with his/her group at all times.
5. All groups must furnish their own equipment. If District equipment is requested and available, there may be an applicable charge (see fee schedule).
6. All equipment and clothing must be picked up following the building usage. Schools are not responsible for lost items.
7. The group or organization using the facility is responsible for supervision of participants and spectators at all times.
8. Notice must be provided to the WRPS Buildings & Grounds office to cancel an event or contract.
9. Facilities will not be open on holidays. Facilities will not be available if school is cancelled due to inclement weather, or for other cases of emergency or unusual circumstances. Certain facilities may not be available during periods of time when school is not in session for reasons such as planned facility maintenance. These periods of time will be determined by the Superintendent or designee.

## **Rules For Use of Food Service Areas**

The District will determine whether a qualified employee of the food service department must be present in the kitchen, cafeteria, or area where food is being served of the school being used at the time of the function. Any labor or other costs associated with the use of this area will be paid by the lessee.

The organization will be billed for all operational expenses incurred, and payment will be made to the District. No direct payment can be made to WRPS employees for services rendered.

## Rules For Use of Shop Facilities

A qualified instructor of the School District must be present in shops being used at the time of the function. Any labor or other costs associated with the use of this area will be paid by the lessee.

The organization will be billed for all operational expenses incurred, and payment will be made to the District. No direct payment can be made to WRPS employees for services rendered.

## Rules For Use of School Equipment

School equipment may be loaned out on a limited basis to outside parties within the school district for education purposes at the discretion of the building principal. It shall not cause interruption to the school program. Certain equipment may require a fee as listed in the fee schedules.

The responsible party shall thoroughly understand the operation of the equipment and shall be liable for any damage, which may occur during the loan of the equipment.

Policy Adopted:  
November, 1974

Policy Revised:  
February, 1981  
September, 1985  
March, 1991  
December, 1995  
November, 1997

February, 2000  
May, 2001  
January, 2002  
June 17, 2002  
July 14, 2003

October 12, 2009  
March 12, 2012  
October 14, 2019  
**TBD**



## **EAST JR HIGH SCHOOL KITCHEN FACILITY RENTAL AGREEMENT AND POLICY GUIDE**

### **Introduction**

Thank you for your interest in the East Jr High (EJH) kitchen. We are happy to share this place with the community. This policy guide will assist you throughout your process as a renter.

### **Steps to Become a Renter**

1. Review the WRPS School Board Policy 830.
2. Complete a consultation (if applicable, see below)
3. Submit liability insurance as outlined in Board Policy 830.
4. Sign the EJH Kitchen Facility Rental Agreement and Policy Guide
5. Reserve your date(s) of use online
6. Pay rental fees

### **EJH Commercial Kitchen Rental Rates**

- \$50 per day

### **Kitchen Consultation**

Prior to working in the EJH kitchen, a one-hour meeting will be allotted free of charge to inform a commercial renter of WRPS kitchen policies, available dates and times, food licensing contacts, equipment availability, and facility procedures.

### **Equipment Use**

Kitchen equipment is included in the rental. Renters will be given proper instruction on how to safely operate all major equipment. Some specialized equipment belonging to other renters is not available for general use, watch for signage. If a renter damages equipment due to negligence, they may be responsible for the cost to repair it. We understand that equipment fails on occasion so please let WRPS Food Services know immediately in the event of equipment damage or dysfunction. Prior to leaving, make sure all equipment is cleaned and shut off and put back in its proper place.

### **Personal Equipment**

Based on the state's rules for shared use kitchen's, a licensee must store all equipment between uses at the processing location. Therefore, renters must seek approval from the Director of Food Services before bringing in their own equipment to ensure it is appropriate and space can be accommodated within the facility.

## **Access to Facility**

Arrangements will be made for the EJH custodian to unlock the kitchen door during the scheduled rental time. Renter is responsible for checking each door and ensuring the entire facility is locked before leaving. Long-term renters may work with WRPS Food Service Director to borrow a key on a case-by-case basis when needed for non-business hours.

## **Dishwashing**

1. Three compartment sink is for dishwashing only
  - a. The first basin is for soap only
  - b. The second basin is for rinse only
  - c. The third basin is for sanitizing
2. If any compartment becomes dirty, please drain and refill.
3. Drain, wash, and rinse all sinks before leaving the facility.
4. Renters may use the dishwasher in the dish room once they have been trained to properly use the equipment.
5. If dishwasher is used, the renter is responsible for properly draining and cleaning the dishwasher.

## **Other Sinks**

- A handwashing sink is located on the prep table closest to the ovens.
- A food preparation sink is located at the end of stainless table along the north wall and can be used for vegetable and meat preparation. It must be sanitized between each use.

## **Pets**

Animals are not permitted in the EJH kitchen.

## **Guns/ Weapons**

No guns or weapons are allowed on the premises or inside the facility.

## **Smoking/ Tobacco**

No smoking or use of tobacco products is allowed on the premises or inside the facility.

## **Age restrictions**

Anyone under the age of 18 must be accompanied by the supervision of an adult at all times.

## **Community Kitchen Usage**

The EJH Kitchen is a communal space shared by renters, community members and the WRPS staff. This means that it is imperative to keep the facility clean and well maintained to ensure a safe and satisfactory cooking/food preparation environment for all to use. Healthy persons who are thoroughly trained in safe food-handling procedures and who practice good personal hygiene are also key to a successful kitchen.

# **EJH KITCHEN RENTAL PROCEDURES**

## **All Kitchen Tenants Will Observe the Following Procedures**

### **Parking**

Users must park on 6<sup>th</sup> Street South or in the parking lot on the corner of 6<sup>th</sup> St S and Apple St. Users may pull their vehicles up to the kitchen entrance to unload but then must move their vehicles to one of the allowable parking areas listed previously.

### **Use of Kitchen Space**

The rental agreement only includes the use of the kitchen space, dish room and dry storage area. The kitchen has its own bathroom facilities (across from the dish room). Renters are not to enter any other area of the EJH or Central Office building. Areas outside of the kitchen use alarm systems for security so it is important that renters do not wander into other areas of the building as they could set off the alarms.

If you are renting the space during normal business hours, there may be meetings taking place in the EJH Cafeteria that is adjacent to the kitchen. Please keep all doors between the kitchen and the cafeteria closed and keep noise to a minimum when a meeting is taking place.

### **Equipment Use Guidelines**

All equipment, utensils, and dishes will be returned to their respective places.

1. All equipment will be washed and returned to storage (if applicable).
2. No stacking of boxes or food supplies is allowed on floors.
3. Any equipment damaged will be reported promptly to the person who authorized kitchen use.

### **Clean Up**

1. All surfaces will be cleaned first and then sanitized prior and after kitchen use. Cleaning is wiping with hot soapy water. Sanitizing is washing with a diluted sanitizing solution. Correct sanitizer solution titration is 50-100 ppm, testing strips are in the bin above the sink.
2. Ovens and stove must be kept clean. If something is spilled in the ovens, cool the oven and wipe up the spill
3. Sinks must be cleaned and wiped dry after use.
4. Floors are to be swept and mopped. WRPS will furnish a broom, dustpan, mop, water pail, and cleaning detergent. All other cleaning supplies are the responsibility of the renter. Dirty water should be drained down the mop basin in the custodial close that is in the kitchen (to the right of the walk-in freezer/cooler).
5. Trash and recycling are to be bagged, tied, and removed to the dumpsters on the south side of the facility (drive south on 6<sup>th</sup> St S toward Apple Street, take a right onto Apple Street and you will see the dumpsters). Bags will be provided by WRPS.

## **Kitchen Sanitation, Safety and Storage of Food**

1. All food in cooler and freezer must be labeled with the owner's name, product, and date. Shallow containers (4 maximum) are used to cool potentially hazardous foods.
2. Keep all detergents or chemicals out of the food production area.
3. Wipe up spills right away and clean workstations periodically during rental time.
4. Clean used equipment by following cleaning instructions.
5. Be sure all equipment has been turned off before leaving. Turn out lights, and lock the doors before leaving.

## **Personal Health and Cleanliness**

1. All tenants shall be clean and well groomed. Clothing should be made of a washable fabric. No open-toed shoes are to be worn. A clean or disposable apron is to be worn.
2. Hair should be worn back and out of the way and covered with a hair net or hat (males and females). Beards should also be covered.
3. Clean hands and fingernails are important in food handling. Hands should be thoroughly washed before starting work, after handling food, after smoking, after using the restroom, and after using a handkerchief or tissue.
4. The hand sink located in the production area should be used for hand washing. Hands should be washed with hot soapy water for a minimum of 20 seconds and dried with a paper towel.
5. Hands should be kept away from the face and mouth.
6. No smoking or vaping is permitted in or near the kitchen area.
7. Personal belongings should be kept out of food preparation areas.
8. All cuts should be bandaged with waterproof protectors, and watertight disposable gloves should be worn.
9. Tenants with open lesions, infected wounds, sore throats, or any communicable disease shall not be permitted to work in the kitchen.
10. Remove all insecure jewelry that might fall into food or equipment. Remove hand jewelry when manipulating food by hand.

# DISCLOSURES

## Liability

Whereas, the below named individual/organization/group desires to use Wisconsin Rapids Public School's facility at 510 Peach Street, Wisconsin Rapids, WI, 54494 and Wisconsin Rapids Public Schools (WRPS) has approved the use of these facilities, the renter does hereby agree as follows:

- To assume full legal and financial responsibility for any and all damages to WRPS facilities and/or equipment/parts used while conducting this activity, and to be responsible for the removal of all personal materials prior to leaving the building or facility at the completion of each activity. Charges will be assessed to the undersigned for restoration and property removable if applicable;
- To conform to all applicable policies, rules, regulations and standards of conduct as established by WRPS;
- To grant WRPS, its employees, agents and representatives the authority to act in any attempt to safeguard and preserve the health and safety of participants during the use of these facilities including authorizing medical treatment on behalf of participants at the participant's expense and of returning the participant to their home;
- To indemnify and save harmless WRPS from and against any and all loss, damage claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result or in connection with the facility, and hereby agrees to reimburse WRPS for any and all costs to repair all damage that may be caused directly or indirectly to the facilities during the time period of occupancy and/or use of said premises
- To provide proof of liability insurance.
- To accept full responsibility for all legal claims resulting from the use of the facility;
- To acknowledge reading this document and understanding and accepting the terms stated;



**WRPS Kitchen Agreement Signature Page**

Renter shall abide by all the terms of the WRPS Rental Agreement and Policy Guide.

Renter Signature: \_\_\_\_\_

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

**Renter**

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

WRPS Signature: \_\_\_\_\_

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

*Boxes checked are applicable.  
Boxes not checked are inapplicable.*

**CERTIFICATE**

*Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.*

STATE OF WISCONSIN }  
County of Wood } **ss.**

I, Larry Davis, do hereby certify to WoodTrust Bank (NAME OF LENDER) and any other owner or owners of the note(s) as follows:

1. That I am the duly qualified and acting District Clerk of School District of Wisconsin Rapids Wisconsin (hereinafter called the "School District") and that I was such at all of the times mentioned in this certificate.

2. That the following are all members-elect of the School Board of the School District, and were duly qualified and acting as such at all times mentioned in this certificate:  
See Attached

3. That the following named persons, whose authentic signatures are hereto subscribed, are the duly qualified and acting officers of the School District presently holding the offices set forth opposite their respective names below:

NAME	OFFICE	MANUAL SIGNATURE
<u>John A. Krings</u>	President	_____
<u>Larry Davis</u>	District Clerk	_____
<u>Katie Bielski-Medina</u>	Treasurer	_____

4. That there is no controversy or litigation pending or threatened affecting the corporate existence of the School District, its boundaries, the right or title to office of any of its officers, or in any manner affecting the due authorization or validity of the borrowings by the School District. The School District has corporate seal.

5. That at a duly-convened meeting of the School Board of the School District, which is the governing body, held in open session at 311 Lincoln St. Wis. Rapids, Wisconsin, at 6:00 o'clock, P.M., on the 13th day of September 2021 at which \_\_\_\_\_ of the members-elect were present in person, a resolution authorizing the School District to borrow the sum of three hundred eighty five thousand nine hundred forty five Dollars (\$ 385 945.00 ) from WoodTrust Bank, Wisconsin pursuant to Section 67.12(12), Wisconsin Statutes, was duly adopted by the affirmative vote of \_\_\_\_\_ of the members present at the meeting; that said resolution has been duly recorded in the minutes and proceedings of said meeting and is in full force and effect on the date of this certificate; and that a true and correct copy of said resolution is attached hereto, marked Exhibit A and made a part hereof.

6.  That the issuance of the note was approved by a majority of the electors of the School District voting at a referendum held on \_\_\_\_\_.(1)

7. That there is attached hereto, marked Exhibit B and made a part hereof, a certificate of the Treasurer of the School District certifying that the aggregate indebtedness and obligations of all kinds of the School District outstanding on the date affixed to said certificate, including the note issue in support of which this certificate is executed, total \$ 45 952 079.00 (2); that I know said officer and saw him/her execute said certificate; and that the matters stated therein are true and complete.

8. That the value of all of the taxable property in the School District, as equalized for state purposes by the Wisconsin Department of Revenue, is \$ 2,572,440,503.00 (3)

IN WITNESS WHEREOF, I have executed this certificate in my official capacity to be effective this \_\_\_\_\_ day of \_\_\_\_\_(4).

Approved as correct:

\_\_\_\_\_  
DISTRICT CLERK Larry Davis

\_\_\_\_\_  
PRESIDENT John A. Krings

\_\_\_\_\_  
TREASURER Katie Bielski-Medina

- (1) Do not check box if statement is inapplicable. Note that school districts generally can issue promissory notes only if approved at a referendum or issued for refunding purposes. If no referendum has been held, Lender should obtain a legal opinion from the school district that a referendum is not required.
- (2) This aggregate indebtedness must not exceed the restrictions described in paragraph (8) of instruction sheet.
- (3) See Certificate of Full Equalized Value (WBA 202E).
- (4) This certificate should be dated on the date payment for the note is actually received.

EXHIBIT A
RESOLUTION

(Adopted at an Open Meeting held September 13, 2021 )

WHEREAS School District of Wisconsin Rapids, Wisconsin ("School District"), is presently in need of funds aggregating \$ 385,945.00 for public purpose(s) of:(1)

Purchase and installation of electronic scoreboard from Daktronics.

; and

WHEREAS, the School Board deems it necessary and in the best interests of the School District that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of three hundred eighty five thousand nine hundred forty five Dollars (\$ 385,945.00) be borrowed for such purposes(s) upon the terms and conditions hereinafter set forth: and

WHEREAS, the issuance of general obligation promissory notes for such purpose(s) was approved by a majority of the electors of the School District voting at a referendum held on ; (2)

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the School District, by its President, and District Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from WoodTrust Bank ("Lender"), the sum of \$ 385,945.00, and, to evidence such indebtedness, said President and District Clerk shall make, execute and deliver to the Lender for and on behalf of the School District the promissory note of the School District to be dated 09/15/2021, in said principal amount with interest at the rate of 2.80 percent ( 2.80 )% per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on n/a, plus interest payable as set forth below.
(b) Installments of Principal and Interest. (3) In n/a equal payments of \$ n/a due on n/a, and on the same days(s) of each n/a month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on n/a. All payments include principal and interest.
(c) Installments of Principal. In 4 equal payments of principal of \$77,189.00 due on April 1, 2022, and on the same day(s) of each 12th month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid principal due on April 1, 2026, PLUS interest payable as set forth below.
(d) Other. n/a

Interest is payable on April 1, 2022, and on the same day of each 6th month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated.

Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. (3)

Said interest to be payable on the dates set forth above on the outstanding principal balance, with no prepayment privileges prepayment privileges on any principal or interest payment date on or after 09/15/2021. A copy of the promissory note shall be attached to this resolution.

- (1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligations of the School District, so specify.
(2) Do not check box if statement is inapplicable. Note that school districts generally can issue promissory notes only if approved at a referendum or issued for refunding purpose. If no referendum has been held, Lender should obtain a legal opinion from the School District that a referendum is not required.
(3) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the School District, a direct annual irrepealable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: (4)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ <u>87,527.18</u>	<u>4/1/2022; 10/1/2022</u>	For the year <u>2022</u>
\$ <u>84,855.58</u>	<u>4/1/2023; 10/1/2023</u>	For the year <u>2023</u>
\$ <u>82,682.28</u>	<u>4/1/2024; 10/1/2024</u>	For the year <u>2024</u>
\$ <u>80,472.96</u>	<u>4/1/2025; 10/1/2025</u>	For the year <u>2025</u>
\$ <u>78,281.65</u>	<u>4/1/2026</u>	For the year <u>2026</u>
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____

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 note when due, the requisite amount shall be paid from other funds of the School District then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the School District exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the School District for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the School District, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the School District may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory Note dated 09/15/2021," which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the School District, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, Pursuant to Section 67.12(12)(e)(2), Wisconsin Statutes, the District Clerk shall, within ten (10) days of adoption of this Resolution, cause public notice of such adoption to be given to the electors of the District by publishing a notice in the Wisconsin Rapids Daily Tribune.

BE IT FURTHER RESOLVED, that the District clerk shall keep records for the registration and for the transfer of the note. The person in whose name the 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 the 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. The note may be transferred by the registered owner thereof by presentation of the note at the office of the District clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the District clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the School District officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

(4) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.

(5) Do not check box if the School District will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

## School District of Wisconsin Rapids

WoodTrust Bank Loan Dated September 15, 2021

Rate 2.80%

### AMORTIZATION SCHEDULE

	<b>Days</b>	<b>Loan Balance</b>	<b>Payment Date</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Payment</b>
9/15/2021	198	\$385,945.00	4/1/2022	\$77,189.00	\$5,943.55	\$83,132.55
4/1/2022	183	\$308,756.00	10/1/2022		\$4,394.63	\$4,394.63
10/1/2022	182	\$308,756.00	4/1/2023	\$77,189.00	\$4,370.61	\$81,559.61
4/1/2023	183	\$231,567.00	10/1/2023		\$3,295.97	\$3,295.97
10/1/2023	183	\$231,567.00	4/1/2024	\$77,189.00	\$3,295.97	\$80,484.97
4/1/2024	183	\$154,378.00	10/1/2024		\$2,197.31	\$2,197.31
10/1/2024	182	\$154,378.00	4/1/2025	\$77,189.00	\$2,185.31	\$79,374.31
4/1/2025	183	\$77,189.00	10/1/2025		\$1,098.66	\$1,098.66
10/1/2025	182	\$77,189.00	4/1/2026	\$77,189.00	\$1,092.65	\$78,281.65
			<b>Total</b>	\$385,945.00	\$27,874.66	\$413,819.66

<b>Year</b>	<b>Principal and Interest</b>
2022	\$87,527.18
2023	\$84,855.58
2024	\$82,682.28
2025	\$80,472.96
2026	\$78,281.65

EXHIBIT B — CERTIFICATE RESPECTING INDEBTEDNESS AND RECEIPT OF LOAN PROCEEDS

STATE OF WISCONSIN

County of Wood

} ss.

The undersigned Treasurer of School District of Wisconsin Rapids, Wisconsin, hereby certifies that the total aggregate indebtedness and obligations of said School District, howsoever incurred, outstanding on the date hereof, including the Promissory Note dated 10/28/2021, in support of which this certificate is executed, is \$ 45,952,079.00 determined as follows: (1)

The undersigned further certifies that the lender of the borrowed funds evidenced by said note has paid the entire principal amount of said note, plus accrued interest (if any), in accordance with the terms of the resolution authorizing said note.

IN WITNESS WHEREOF, I have executed this certificate in my official capacity this \_\_\_ day of \_\_\_\_\_. (2)

DISTRICT TREASURER Katie Bielski-Medina

(1) Here set forth in detail each item of outstanding indebtedness of the School District, including this note issue.
(2) This certificate should be dated on the date payment for the note is actually received and should be received by the lender simultaneously with its disbursement of funds.

PROMISSORY NOTE

No. \_\_\_\_\_ School District of Wisconsin Rapids \$ 385,945.00
(NAME OF SCHOOL DISTRICT) Dated \_\_\_\_\_

1. Promise to Pay and Payment Schedule. For value received, School District of Wisconsin Rapids, Wisconsin ("School District"), promises to pay to WoodTrust Bank, or registered assigns, ("Lender") the sum of three hundred eighty five thousand nine hundred forty five Dollars (\$ 385,945.00), payable with interest at the rate of two point eight percent ( 2.80 %) per annum as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on n/a, PLUS interest payable as set forth below.
(b) Installments of Principal and Interest. In n/a equal payments of \$ n/a due on n/a, and on the same days(s) of each n/a month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on n/a. All payments include principal and interest.
(c) Installments of Principal. In 4 equal payments of principal of \$ 77,189.00 due on April 1, 2022, and on the same day(s) of each 12th month thereafter every 7th day thereafter every 14th day thereafter, PLUS a final payment of the unpaid principal due on April 1, 2026, PLUS interest payable as set forth below.
(d) Other. n/a

Principal and interest on this note shall be payable only to the Lender in lawful money of the United States of America at the office of the Lender. The final installment of principal on this note shall be payable only upon presentation and surrender of this note to the District Treasurer.

2. Interest Payment. Interest is payable on April 1, 2022, and on the same day of each 6th month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box 1(b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year.

3. Prepayment. Full or partial prepayment of this note is not permitted is permitted on any principal or interest payment date without penalty on or after 09/15/2021. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

4. Other Charges. If any payment (other than the final payment) is not made on or before the 15th day after its due date, Lender may collect a delinquency charge of 5.00 % of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate which would otherwise be applicable plus 2.00 percentage points of n/a % per year, computed on the basis of a 360 day year a 365 day year. School District agrees to pay a charge of \$ 15.00 for each check presented for payment under this note which is returned unsatisfied.

5. Security. For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the School District are hereby irrevocably pledged.

6. Transferability. This note is transferable only upon the records of the School District kept for that purpose at the office of the District Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the District Clerk and upon such transfer being similarly noted hereon. The School District may deem and treat the person 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 interest hereof and for all other purposes.

7. Terms and Purposes; Authorization. This note issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the School Board duly adopted by the School District at its open meeting duly convened on, which resolution is recored in the official book of its minutes pertaining to said date [and was approved by the electors of the School District at a referendum duly held for that purpose on. ] (1)

8. Internal Revenue Code. This note has been designated by the School District as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended. (2)

9. Certifications and Recitations of School District. It is hereby certified and recited that all conditions, things and acts required by law to exist, to be 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 School District, including this note, does not exceed any limitation imposed by law, and that the School District has levied a direct annual irrevocable tax sufficient to pay this note together with interest thereon when and as payable.

THIS NOTE CONTAINS ADDITIONAL PROVISIONS ON PAGE 2

(Impress official or corporate seal, if any, here)

School District of Wisconsin Rapids, Wisconsin
(NAME OF DISTRICT)

By John A. Krings PRESIDENT

By Larry Davis DISTRICT CLERK

(1) Do not check box if parenthetical phrase is inapplicable. Note that school districts generally can issue promissory notes only if approved at a referendum or issued for refunding purposes. If no referendum has been held, Lender should obtain a legal opinion from the School District that a referendum is not required.

(2) Do not check box if the School District will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, lenders will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

NOTE: Official or corporate seal, if any, to be affixed.

**10. Default and Enforcement.** Upon the occurrence of any one or more of the following events of default: (a) School District fails to pay any amount when due under this note or under any other instrument evidencing any indebtedness of School District to Lender, (b) any representation or warranty made under this note or information provided by School District to Lender in connection with this note is or was false or fraudulent in any material respect, (c) a material adverse change occurs in School District's financial condition, (d) School District fails to timely observe or perform any of the covenants or duties in this note, (e) an event of default occurs under any agreement securing this note, or (f) Lender deems itself insecure, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event School District becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

**11. Venue.** To the extent not prohibited by law, School District consents that venue for any legal proceeding relating to collection of this note shall be, at Lender's option, the county in which Lender has its principal office in this state, the county in which School District is located or the county in which this note was executed by School District.

**12. Obligations and Agreements of School District.** School District agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by School District or incident to any action or proceeding involving School District brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Section 893.80, Wisconsin Statutes, School District agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this note or the activities of School District. This indemnity shall survive payment of this note. School District acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to School District for, the collectability or enforceability of this note or the financial condition of School District. School District has independently determined the collectability and enforceability of this note. School District authorizes Lender to disclose financial and other information about School District to others.

**13. No Waiver; Rights and Remedies of Lender.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of School District, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of School District, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits described in Section 16.12(12), Wisconsin Statutes.

**14. Interpretation.** This note is intended by School District and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may not be supplemented or modified except in writing. This note benefits Lender, its successors and assigns, and binds School District and its successors and assigns. The validity, construction and enforcement of this note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions of this note.

#### REGISTRATION PROVISIONS

This note shall be registered in registration records kept by the District Clerk of School District of Wisconsin Rapids Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this note may thereafter be transferred only upon presentation of a written instrument of transfer satisfactory to the District Clerk duly executed by the Lender or its attorney, such transfer to be made on such records and endorsed hereon.

#### REGISTRATION

Date of Registration	Name of Lender	Signature of District Clerk
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



*Boxes checked are applicable.  
Boxes not checked are inapplicable.  
Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.*

### CERTIFICATE OF FULL EQUALIZED VALUE (1)

I hereby certify that I am Chief of the Local Government Services Section of the Wisconsin Department of Revenue and in such capacity I am authorized to certify the equalized value of the taxable property in school districts in Wisconsin.

I further certify that the equalized value of all the taxable property of \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, as last determined by the Wisconsin Department of Revenue pursuant to Section 67.03, Wisconsin Statutes, is \$ \_\_\_\_\_, said determination being as of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

See Attached letter dated September 30,2020

---

Chief, Local Government Services Section,  
WISCONSIN DEPARTMENT OF REVENUE

---

(1) This certificate should be submitted to the Wisconsin Department of Revenue for completion and return just prior to loan closing so that the most recent equalized valuation is certified.



# State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • BUREAU OF LOCAL GOVERNMENT SERVICES • MADISON, WI

ADDRESS MAIL TO:

Area 6-97

2135 Rimrock Road • P.O. Box 8971  
Madison, WI 53708-8971  
FAX (608) 264-6887

September 30, 2020

DISTRICT ADMINISTRATOR  
SCH D OF WISCONSIN RAPIDS  
510 PEACH ST  
WISC RAPIDS WI 54494 4663

School Code: 716685  
School #: 0442

Re: Certificate of Equalized Value - Wisconsin Rapids

I hereby certify that I am the Director of the Bureau of Local Government Services of the Wisconsin Department of Revenue, and that the equalized value of all taxable property of the School District of Wisconsin Rapids, Wood County, Wisconsin as last determined by the Wisconsin Department of Revenue pursuant to sections 70.57, 67.03, and 121.06 Wisconsin Statutes, is \$2,572,440,503 said equalized value determination being as of January 1, 2020.

This equalized value is certified each October 1st and is effective October 1st, 2020 through September 30th, 2021.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Valeah Foy'.

Valeah Foy, Director  
Local Government Services Bureau  
Valeah.Foy@wisconsin.gov  
(608)261-5360

**INVESTMENT REPRESENTATION\***

(To be prepared and executed by a bank officer  
for retention in bank files)

Prepared and intended for use by com-  
mercial banks in transactions governed  
by Wisconsin Law.

The undersigned officer of WoodTrust Bank, (1) Wisconsin hereby certifies with respect to the purchase of a \$ 385,945.00 Promissory Note dated 9/15/2021 issued by School District of Wisconsin Rapids, Wisconsin, that it is purchasing said note for investment purposes and will not resell said Note, except to another bank or banks which will also make this certification.

(NAME OF SCHOOL DISTRICT)

Dated: \_\_\_\_\_ . (2)

WoodTrust Bank (1)

By: Jeffrey A. Meyers  
Title: Senior Vice President

- (1) Name of bank.
- (2) Date that loan is closed.

\*Section 551.21 of the Wisconsin Statutes, and the regulations thereunder, require that municipal obligations be registered with the Wisconsin Department of Financial Institutions unless there is a basis for an exemption from such registration. In most transactions in which these WBA forms are employed, it is expected that an exemption will apply as the result of the sale of the note(s) to a bank which will resell the note(s), if at all, only to another bank or banks. To document the applicability of this exemption, the bank should sign the investment representation set forth above.

**NOTE:** If this representation cannot be made, other bases of exemption may be available. However, legal assistance should be obtained before proceeding with the loan in such a case.