



**AGENDA**

***Business Services Committee***

John Benbow, Jr., Chairman  
Katherine Bielski-Medina, Member  
Julie Timm, Member  
John A. Krings, President

**July 10, 2023**

LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494  
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

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

- III. Actionable Items
  - A. Insurance Premium Summary - Approval
  - B. East Junior Water Heaters Replacement - Approval
  - C. Food Service Blast Chiller Equipment Request - Approval
- IV. Updates and Reports
  - A. Purchases - Update
  - B. River Cities - Sign Replacement - Update
  - C. Auditor Engagement Letter to the Board of Education - Update
  - D. CESA 5 Contract Amendment - 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  
Julie Timm, Member  
John A. Krings, President

**July 10, 2023**

LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494  
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. Insurance Premium Summary – Approval

The District’s 2023-24 annual insurance premium is estimated to be \$373,389.00. This is a \$17,105.00 decrease when compared to the prior school year. The insurance policies include property, liability, workers’ compensation, crime, stop it program, and employee identity recovery coverage. Our District is part of the Wisconsin Educators Risk Management Cooperative (WERMC) along with approximately 55 other school districts. WERMC obtains the best cost through group insurance purchasing and provides risk management services to school districts (see Attachment A).

The Administration recommends approval of the annual insurance premium payment in the amount of \$373,389.00 for the 2023-24 school year to be funded with District’s insurance budgets.

B. East Junior Water Heaters Replacement - Approval

The water heaters at East Junior High are over 30 years old and have failed and are needing to be replaced. The new water heaters will be relocated to the old football storage room instead of the boiler room, which will make them more accessible and allow the use of two high efficiency water heaters. The District received two proposals to replace the water heaters, run necessary piping, and reinsulate with the low bid from Tweet-Garot at \$77,542.00 (see Attachment B).

The Administration recommends approval to enter into a contract with Tweet-Garot to replace the water heaters at East Junior High at a cost of \$77,542.00 to be funded from the 2023-2024 Buildings and Grounds budget.

C. Food Service Blast Chiller Equipment Request – Approval

The School Nutrition Department is seeking approval to purchase a blast chiller for Lincoln High School. This unit would help the department with their goals of making more recipes from scratch using fresh, whole ingredients as it would allow staff to quickly cool and freeze scratch cooked recipes for distribution to our satellite schools (Woodside, Grove, and Washington). The meals would then be shipped to District satellite schools cold the day before service, rather than being sent over hot the day of service as they are currently. This type of distribution will improve meal quality and safety as the meals will not have to be held at a warm temperature all morning

while being shipped to satellite schools. The goal would be to install this unit over the summer. The District received three proposals with the low bid from Boelter at \$37,015.85 (see Attachment C).

The Administration recommends approval of the purchase of a blast chiller at a cost of \$37,015.85 from Boelter, LLC funded from the 2023-2024 Food Service budget.

#### IV. Updates and Reports

##### A. Purchases – Update

Copies of the following invoices, bid specs, and purchase orders will be reviewed:

- Altman Construction - \$109,981.80 - Pay App #1 - Woodside Playground
- American Asphalt - \$18,805 – Asphalt THINK Academy
- Boland Recreation - \$147,603 - Woodside Playground Equipment
- Miron - \$10,359.96 - Grant, Howe and Washington - Referendum
- Miron - \$18,595.98 - THINK & Mead - Referendum
- Miron - \$15,264.93 - THINK & Mead - Referendum - Final
- Miron - \$31,886.39 - PAC - Auto Damage Insurance Claim
- Miron - \$32,030.00 - Lincoln - Referendum
- Miron - \$249,963.89 - Lincoln - Referendum - Final
- Old Hickory Buildings - \$11,814.72 - WRAMS, Mead and Pitsch - Referendum
- School Specialty - \$10,079.35 - Library Furniture - Howe

##### B. River Cities - Sign Replacement - Update

The Wood County Highway Department will be reimbursing the District an additional \$7,337.53 when purchasing the parcel of land at River Cities High School. This additional reimbursement is for the replacement of the building sign that had to be moved as a result of the road construction project (see Attachment D).

##### C. Auditor Engagement Letter to the Board of Education – Update

Auditor engagement letter to the Board of Education (see Attachment E).

##### D. CESA 5 Lease Amendment – Update

CESA 5 will be leasing rooms 130-131, the old music wing at East Junior High, due to the sale of Vesper Elementary. An amendment has been made to the lease agreement changing the address to the East Junior High location. All other language stays in place with the original lease agreement including an annual lease amount of \$25,000.00 (see Attachment F).

#### 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

## School District of Wisconsin Rapids

### PREMIUM SUMMARY

<u>Coverage</u>	<u>Insurance Company</u>	<u>22-23 WERMC Program</u>	<u>23-24 WERMC Program</u>
Property Total Insurable Value	CM Regent	\$95,022 \$291,491,745	\$103,493 \$319,314,469
General Liability	CIC	\$18,879	\$18,753
School Board Legal Liability (\$1,000 Deductible)	CIC	\$5,627	\$5,612
Automobile Liability	CIC	\$8,342	\$9,412
Automobile Physical Damage (\$1,000 Deductible)	CIC	\$6,307	\$7,327
Cyber Solutions	CIC	Included	Included
Crime	F&D	\$6,866	\$6,897
Workers Compensation Experience Modification	Acuity	\$240,644 0.76	\$221,895 0.74
<b>Annual Premium</b>		<b>\$381,687</b>	<b>\$373,389</b>

*\*Dividends by law cannot be guaranteed and must be declared by the Board of Directors.*

#### Optional Quotes:

Auto Medical Payments \$1,000	\$320
Violent Acts \$25,000/\$100,000	\$465
STOP IT Program	\$4,141
Identity Recovery Coverage	\$4,674
\$2,500 APD Deductible	\$6,069

---

5/5/2023

Dave Klingforth  
WRPS  
2510 Industrial St.  
Wisconsin Rapids, WI 54495

**Re: East Junior High Water Heater Replacement**

**Proposal #: JSL – 05/05/2023 - B**

Dear Mr. Klingforth:

We are pleased to submit our scope of work for the above-referenced project as indicated below.

Our Plumbing scope of work Lump Sum Price: **\$77,542.00 (Seventy Seven thousand Five hundred Forty Two dollars).**

**Included in our Proposal:**

1. Core (6) holes
  - a. Cold water pipe
  - b. Hot pipe
  - c. Hot water return pipe
  - d. Gas pipe
  - e. (2) concentric water heater vents
2. Reroute cold, hot, hot water return and natural gas to empty space north of the mechanical room
3. Water pipe insulation
4. Label water piping
5. Install condensate to existing floor drain
6. Supply and install (2) condensate neutralizing kits one for each water heater
7. Supply and install (2) concentric vent kits, one for each water heater

8. Supply and install (140') 3" "L" copper with pro press fittings
9. Supply and install (40') 2-1/2" "L" copper with pro press fittings
10. Supply and install (40') 1-1/2" "L" copper with pro press fittings
11. Supply and install (140') 1" "L" copper with pro press fittings
12. Supply and install (60') 1-1/4" gas pipe threaded
13. Supply and install (20') 1" gas pipe threaded
14. Supply and install gas regulators with vent limiters
15. Supply and install (200') Sch40 PVC for exhaust and intake for both water heaters
16. Supply and install new necessary water and gas control valves
17. Fire stopping all cored holes

#### Proposal clarifications:

1. Demo excess pipe, leave in basement
2. Leave existing storage tanks in place
3. Leave existing gas water heater in place
4. Reuse existing hot water recirculation pumps
5. Use gas piping from existing water heater
6. Vent water heaters out East exterior wall

#### Excluded from our Proposal:

1. Sales tax
2. Plumbing permit
3. Overtime/premium pay
4. Hot water recirculation pumps
5. Removal or patching of concrete
6. Electrical (by owner)
7. Removal of demoed pipe (by owner)

ERON & GEE/HERMAN'S PLBG & HTG INC  
1111 ALTON STREET  
WIS RAPIDS WI 54495  
715-423-7430

February 15, 2023

Wisconsin Rapids Public Scholls  
Attn: Ed Allison  
2510 Industrial Street  
Wisconsin Rapids WI 54495

Dear Ed:

Eron & Gee/Herman's is pleased to present our estimate for the installation of water heaters at East Junior High. We include:

Concrete housekeeping pad; supply and install two A.O. Smith BTH-300 high efficiency water heaters; venting of heaters in PVC to outside wall; gas piping to run from the existing outside generator feed, up wall under existing cover, up high across face of building and enter room. A gas regulator (up to 5 PSI gas pressure) will feed both heaters pipe with valves, unions and dirt legs; hot and cold water piping to each heater in 2" copper; 2-1/2 copper mains will run across room, through wall into air handling room and into corridor at ceiling; piping will run down the wall and penetrate wall into the boiler house; tees to be cut into 4" hot and cold mains for 2-1/2" feeds to and from water heaters; hot water return piping will be connected to the cold water going to the heaters with check valves to prevent back feed of hot water; pipe insulation with 1" thick fiberglass (\$4,000.00 allowance); heaters condensate will go into a condensate pump and empty into an 1-1/2" PVC drain line to existing floor drain; purge water heaters and start up along with combustion analysis; pipe identification.

All wall penetrations will be core drilled, sleeved and fire caulked and/or weather sealed. All necessary hangers and supports are included.

We have not included demo and site removal of the existing storage tanks, water heater and associated piping. We have not included the rerouting of the hot water return piping and pumps. We have included piping from where the three pumps come together, to the new cold water connection in the boiler house. Electrical connections to water heater and power for connection to water heater and power for condensate pump are not included. Thermal expansion tank is not included.

For this we submit the estimate of \$91,914.00.

Please call with any questions you may have.

Thank you for this opportunity to serve you.

Sincerely,

James P. Eron

Eron & Gee/Herman's Plbg. & Htg. Inc.



<b>Blast Chiller for LHS</b>	
<b>Alto-Shaam Model No. QC3-100R</b>	
<b>Company</b>	<b>Quote Price</b>
Boelter	\$37,015.85
Streich	\$38,310.00
Central Restaurant Supply	\$39,921.10

**ADMINISTRATIVE REVISION**

RE 1592 11/2018

Property Type Commercial	Property Net Size 10.057	Fee Acquired 0.319 Acres	Other Interests School Sign
-----------------------------	-----------------------------	-----------------------------	--------------------------------

Brief description of size, shape, effect of acquisition on property:

This property is 10.057 acres with a school. The owner will need to move their school sign.

COMPARISON OF DAMAGES			
Item	Offering Price	Owner Appraisal	
Appraiser Name	Market Study Offer		
Before Value			
After Value			
Land	\$3,190.00		\$3,190.00
Moving Sign	\$7,337.53		\$7,337.53
TOTAL DAMAGES			\$10,527.53

Justification for administrative increase (attach additional pages if necessary)

The school sign was on the owners property outside of the old ROW but will be in the new ROW. It needs to be moved to a location outside of the new ROW.

Administrative Revision \$10,527.53	
Approved Offering Price \$3,190.00	
Variance Amount \$7,337.53	Percent Increase 330%

*Keith Frank* 5/18/23  
Negotiator Date

*T. D. ...* 5-25-23  
Approving Authority Date  
Commissioner

County W School Dist. of WI Rapids 4  
Project ID Owner(s) Parcel No.

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL  
RECOMMENDATION AND APPROVAL**

lpa1897 04/2010 (Replaces LPA3041) Ch. 32 Wis. Stats.

Owner School District of Wisconsin Rapids	Area and Interest Required 0.319 acre Fee
--	--

**Allocation**

Land	0.319 acre FEE	acres	X	\$ 10,000.00	/ac	=	\$ 3,190.00
		acres	X	\$	/ac	=	\$
Permanent Limited Easement		acres	X	\$	/ac	=	\$
Temporary Limited Easement		acres	X	\$	/ac	=	\$
Fencing						=	\$
Landscaping						=	\$
Improvements						=	\$
Other	Moving Sign					=	\$ 7,337.53
						Total Damages	= \$ 10,527.53
						Rounded To	\$ 10,527.53

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X <u>6/2/23</u> Owner Signature Date	X _____ Owner Signature Date
X _____ Owner Signature Date	X _____ Owner Signature Date

**For Office Use Only**

**APPROVED FOR: Wood County**

X \_\_\_\_\_  
Date

Project ID <b>5876-005-01</b>	County <b>Wood</b>	Parcel No.: <b>4</b>
----------------------------------	-----------------------	-------------------------



One East Waldo Boulevard, Suite 5  
Manitowoc, WI 54220-2912  
920.684.7128 | fax: 920.684.3709  
[www.HawkinsAsh.CPA](http://www.HawkinsAsh.CPA)

May 23, 2023

Mr. Aaron Nelson, Director of Business Services  
Wisconsin Rapids Public Schools  
510 Peach Street  
Wisconsin Rapids, WI 54494

Dear Mr. Nelson and the Board of Education,

You have requested that we audit the financial statement of the governmental activities, each major fund, and the aggregate remaining fund information of the Wisconsin Rapids Public Schools, as of June 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise the Wisconsin Rapids Public Schools' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), in accordance with *Government Auditing Standards*, and *State Single Audit Guidelines* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule for the General Fund - Budget and Actual
- 3) Wisconsin Retirement System Pension Schedules
- 4) Wisconsin Retirement System Local Retiree Life Insurance Fund Schedules
- 5) OPEB Healthcare Defined Benefit Plan Schedules

Supplementary information other than RSI will accompany the Wisconsin Rapids Public Schools' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining Balance Sheets - Nonmajor Governmental Funds
- 2) Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Nonmajor Governmental Funds
- 3) Schedule of Charter School Authorizer Operating Costs
- 4) Schedule of Expenditures of Federal Awards
- 5) Schedule of State Financial Assistance

We will also prepare the following items:

- 1) Attestation Report For Wisconsin School District Aid Certification Data Independent Accountants' Report and PI-1506-AC
- 2) Data Collection Form

#### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

#### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

#### **Audit of Financial Statements**

We will conduct our audit in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and in accordance with any state regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS, in accordance with *Government Auditing Standards*, and any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Wisconsin Rapids Public Schools's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, and in accordance with any state regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Wisconsin Rapids Public Schools' basic financial statements. Our report will be addressed to the governing body of the Wisconsin Rapids Public Schools. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Audit of Major Program Compliance**

Our audit of the Wisconsin Rapids Public Schools' major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and any state regulatory audit requirements, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant

agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, in accordance with *Government Auditing Standards*, and any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- 1) For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 3) For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received;
- 4) For maintaining records that adequately identify the source and application of funds for federally and state funded activities;
- 5) For preparing the schedule of expenditures of federal awards and schedule of state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and state regulatory audit requirements;

- 6) For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with statutes, regulations, and the terms and conditions of the awards;
- 7) For identifying and ensuring that the entity complies with federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable statutes, regulations, and the terms and conditions of award programs;
- 8) For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
- 9) For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 10) For taking prompt action when instances of noncompliance are identified;
- 11) For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 12) For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13) For submitting the reporting package and data collection form to the appropriate parties;
- 14) For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- 15) To provide us with:
  - a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
  - b) Additional information that we may request from management for the purpose of the audit;
  - c) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d) A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e) A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- 16) For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- 17) For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 18) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 19) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 20) For the accuracy and completeness of all information provided;
- 21) For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 22) For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards and schedule of state financial assistance referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedules in accordance with the Uniform Guidance and state regulatory audit requirements, (b) to provide us with the appropriate written representations regarding the schedules, (c) to include our report on the schedules in any document that contains the schedules and that indicates that we have reported on such schedule, and (d) to present the schedules with the audited financial statements, or if the schedules will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedules no later than the date of issuance by you of the schedule and our report thereon.



Mr. Aaron Nelson, Director of Business Services  
Wisconsin Rapids Public Schools  
May 23, 2023  
Page 6

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all work papers requested, confirmations we request, and will locate any documentation or invoices selected by us for testing.

### **Nonattest Services**

With respect to any nonattest services we perform, at the end of the year, we agree to perform the following:

- If applicable, maintain the subscription-based information technology arrangement schedules.
- Assist in preparing the financial statements and related notes.
- Assist in preparing the Data Collection Form

We will not assume management responsibilities on behalf of the Wisconsin Rapids Public Schools. However, we will provide advice and recommendations to assist management of the Wisconsin Rapids Public Schools in performing its responsibilities.

The Wisconsin Rapids Public Schools' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards
- The nonattest services are limited to the *services* previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

### **Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules before fieldwork begins, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Randall L. Miller is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Hawkins Ash CPAs, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

### **Provisions of Engagement Administration, Timing and Fees**

We expect to begin our audit in June and to issue our reports no later than December 15, 2023. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We estimate our fees for these services to be \$23,175. The fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement.

Mr. Aaron Nelson, Director of Business Services  
Wisconsin Rapids Public Schools  
May 23, 2023  
Page 7

If applicable, there will be a \$100 charge for each lease and subscription-based information technology arrangement we maintain on LeaseCrunch. Maintaining the lease schedules and subscription-based information technology arrangement schedules will be billed at our standard hourly rates.

Our charges for services, plus out-of-pocket expenses, will be billed as work progresses and are payable on presentation. The out-of-pocket expenses will be separately stated on the invoice, and you will be responsible for any Section 274(n) limitations relating to meals and entertainment. Our services will be invoiced at our current billing rates. Work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. A service charge at the rate of 1% per month will accrue on any balance not paid within 30 days of the invoice date with a minimum charge of \$1.00 per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the engagement. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Routine questions throughout the year are included in the above fees. Meetings and research/consultation (which is substantial in nature) and accounting services (including, but not limited to reconciliation of accounts and preparation of requested schedules not completed at the start of fieldwork) will be billed at our standard rates. The above fees do not include additional services which may occur from bank confirmation fees, grants, construction projects, debt, changes in personnel, changes imposed by regulators, implementation of Governmental Accounting Standards Board statements or revisions to generally accepted governmental auditing standards.

Should you offer a position to our staff assigned to this project, and our staff accepts employment with you or any of your subsidiaries, you agree to pay a finder's fee to Hawkins Ash CPAs, LLP an amount equal to 40% of the greater of a) our staff's annual compensation with Hawkins Ash CPAs, LLP or b) the annual compensation offered to our employee by you or any of your subsidiaries.

With respect to any services, work product, or other deliverables hereunder, or this engagement generally, our liability to the client will in no event exceed the fees that we receive for the portion of the work giving rise to the liability. The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. All mediations initiated as a result of this engagement shall be administered by the American Arbitration Association ("AAA"). The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by both parties.

Notwithstanding anything contained herein both Accountant and the client agree that regardless of where the client is domiciled and regardless of where this Engagement Letter ("Agreement") is physically signed this Agreement shall have been deemed to have been entered into at Accountant's office located in the county of your Accountant's branch location shall be the exclusive jurisdiction for resolving disputes related to this Agreement. This Agreement shall be interpreted and governed in accordance with the Laws of the state of your Accountant's branch location.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

We shall not have any liability to the client for any special, consequential, incidental, punitive or exemplary damages or loss, including, but not limited to any lost profits, savings or business opportunity. We have the right to withdraw from this engagement, in our discretion, if you don't provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will release us from any obligation to complete your return and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

In the unlikely event that circumstances occur which we, in our sole discretion, believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the

Mr. Aaron Nelson, Director of Business Services  
Wisconsin Rapids Public Schools  
May 23, 2023  
Page 8

engagement. We will notify you of such conflict as soon as practicable, and we will discuss with you any possible means of resolving them prior to suspending our services.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Hawkins Ash CPAs, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a state or federal agency and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hawkins Ash CPAs LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

Mr. Aaron Nelson, Director of Business Services  
Wisconsin Rapids Public Schools  
May 23, 2023  
Page 9

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,  
HAWKINS ASH CPAS, LLP

*Randall L. Miller, CPA*

Randall L. Miller, Partner

RESPONSE:

This letter correctly sets forth our understanding.

Wisconsin Rapids Public Schools

Acknowledged and agreed on behalf of the Wisconsin Rapids Public Schools by:

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

*Randall L. Miller*

Title: \_\_\_\_\_

*Director of Bus Services*

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

*5/23/2023*

**LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and effective as of July 1, 2023, by and between the WISCONSIN RAPIDS PUBLIC SCHOOLS ("Landlord") and CESA 5 ("Tenant").

**RECITALS**

Landlord is the owner of the land and improvements commonly known as 510 Peach Street, Wisconsin Rapids, Wisconsin and formally known as East Jr. High School old Music Wing in rooms 130-131 (hereinafter referred to as the "Building" or the "Leased Premises").

Landlord makes available said Building for use by Tenant for the operation of an alternative educational program.

Landlord desires to lease the Building to Tenant, and Tenant desires to lease the Building from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

**AGREEMENT**

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 1, 2023 and ending June 30, 2024.

B. Tenant may renew the Lease for additional one year terms by providing Landlord notice at least ninety (90) days prior to the expiration of the Initial Term and any subsequent terms thereafter.

2. **Rental.**

A. Tenant shall pay to Landlord during the Term rental of Twenty-Five Thousand and 00/100 Dollars (\$25,000) per year. The rental shall be paid in two installments; one by September 1 and one by March 1. The Landlord shall also provide equipment compliant with applicable state standards requested by the Tenant such as a stove, refrigerator, white boards, storage areas, and other agreed upon equipment which shall remain the property of the Landlord but be made available for use by the Tenant.

B. The rental for any renewal lease terms, if created as permitted under this Lease, shall be remain at Twenty-Five Thousand and 00/100 Dollars (\$25,000) per year, except that Landlord, at least One Hundred Twenty (120) days prior to the end of the Initial Term of the Lease and any subsequent renewal term, shall notify Tenant of increased rent, which amount can be accepted by the Tenant by giving Notice of Intent to Renew at the new price or can be renegotiated by the parties so long as the renewal period is exercised by the Tenant within the first described time frame described in Section 1 B.

### 3. Use

The Building shall be used for alternative education programs and for such other related uses as may be necessary to carry out the programming needs for the individuals involved in the program. The Leased Premises are not to be used for any other purpose. Tenant shall inform Landlord in writing if Tenant wishes to adjust its planned use of the Leased Premises for other than a building solely dedicated to an alternative educational program.

If Tenant provides meals as part of its program, Landlord agrees to provide food services and meals to the students in the Tenant's programs. The Landlord will be reimbursed by claiming, as part of their district's free and reduced lunch reimbursement claim, students who are eligible for free and/or reduced lunch. Students, who are not eligible for free lunch or are eligible for reduced price lunch, will directly pay the Landlord the rates for lunches as set for district students in those classifications. Tenant agrees to transport meals from another school building in the district determined by the Landlord to the Leased Premises.

### 4. Sublease and Assignment.

Tenant may not sublease or assign this Lease to any third party without the express written consent of the Landlord. If Tenant should attempt to sublease, Tenant shall remain principally responsible for any of the costs and all of the damages that may occur with the tenancy.

### 5. Utilities and Waste Disposal.

During the term of this Lease, the Landlord shall provide all necessary routine maintenance, gas utilities, electrical utilities, water/sewer utilities, as well as maintain all necessary heating, cooling, plumbing or electrical units and/or systems. Tenant shall provide internet and Wi-Fi connectivity to the lease premises. Tenant shall provide a landline phone connected to the Landlord's existing system. Tenant shall pay for long distance charges on the telephone line provided. Landlord shall invoice Tenant for long distance charges in June.

Tenant shall be responsible for any other communication services that Tenant wishes to install, including its own computer, cable hook-ups, internet connections or other telephone services. Tenant shall be responsible for maintaining all equipment installed by the Tenant and shall remove the same at the end of the Lease term, unless an agreement is reached with the Landlord to allow the wiring and necessary appliances to remain onsite.

Landlord shall arrange for appropriate waste disposal containers/dumpsters to be provided in accordance with the requirements of the waste disposal company employed by Landlord to remove garbage, recyclables, and related waste from the Leased Premises. Tenant shall be responsible for properly utilizing the provided containers and maintaining a clean and safe environment around the containers.

### 6. Repairs and Maintenance

During the Lease term, Landlord shall ensure that the indoor and outdoor facilities are adequately maintained for use by students and staff. Tenant shall be responsible for any damage to walls, roofs, floors, ceilings, fixtures, improvements or any other part of the Leased Premises, which are caused by

the Tenant, its employees, invitees, students or others on the Leased Premises at the direction of the Tenant.

Landlord shall maintain the exterior of the Building, including the roof, landscaping, playground, fencing, parking lot, driveway and sidewalks. Landlord shall be responsible for lawn mowing and related landscaping maintenance, snow and ice removal and parking lot maintenance.

**7. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of or to all parts of the interior of the Leased Premises from time to time as Tenant may deem desirable, provided the same is made in a good workmanlike manner and utilize good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord, except that Tenant shall be responsible for removing the same at end of the term of this Lease and must do so without causing any damages to the Leased Premises. Any damages caused to the Leased Premises shall be the responsibility of the Tenant to repair at Tenant's expense. All walls, doors, and fixtures that may be painted by the Tenant during the lease terms shall be returned to a painted neutral color at the end of the lease term.

**8. Insurance.**

A. If the Building is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by Landlord's insurance or insurance held by the Tenant.

B. Landlord shall maintain fire and extended coverage insurance on the Building in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at Tenant's expense, for fire and extended coverage insurance on all of Tenant's personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant and approved by Landlord, such signs as may be appropriate to the needs of the Tenant. Said signs shall not violate any applicable zoning ordinances and/or private restrictions.

10. **Entry.**

Landlord shall have the right to enter upon the Building at reasonable hours to inspect the same and to fulfill Landlord's obligations under this Lease. Landlord shall establish custodial times and activities in cooperation with the Tenant. Landlord shall not interfere with Tenant's business in the Leased Premises.

11. **Parking.**

During the term of this Lease, Tenant shall have the use of parking areas designated by the Landlord. This parking shall be available at all times to the Tenant. Landlord shall maintain the parking areas in good condition with appropriate striping. Landlord shall use reasonable efforts to keep the parking area free and clear snow or ice accumulation.

12. **Damage and Destruction.**

Subject to Section 9 A. above, if the Building or any part thereof is damaged by fire, casualty or structural defects to the point that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Building, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises or Building cannot be occupied by the Tenant or is unfit for Tenant's use of the premises.

13. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Building is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of Tenant's default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.



14. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord shall keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. **Condemnation.**

If any legally, constituted authority condemns the Building, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:            District Administrator  
                                     Wisconsin Rapids Public Schools  
                                     510 Peach Street  
                                     Wisconsin Rapids, WI 54494

If to Tenant:                Director of Business Services  
                                     CESA 5  
                                     626 E. Slifer Street  
                                     Portage, WI 53901

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

18. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

20. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance to Tenant on demand.

21. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

22. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

23. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:  
**Wisconsin Rapids Public Schools**

TENANT:  
**CESA 5**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Craig Broeren

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

Title: Superintendent

Title: \_\_\_\_\_