



AGENDA

**Business Services Committee**

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

**February 1, 2021**

LOCATION: Board of Education Conference Room C

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:15 p.m.

- I. Call to Order
- II. Public Comment
- III. Business Services
  - A. Building and Grounds Equipment Purchase – Approval
  - B. Counseling Curricula Purchase – Approval
  - C. 2021-22 Lease Agreement with CESA 5 for the Vesper Community Academy School Building – Approval
- IV. Updates and Reports
  - A. Purchases – Update
  - B. Food Service Equipment Purchase – 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](tel: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](tel: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.



**BACKGROUND**

**Business Services Committee**

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

**February 1, 2021**

LOCATION: Board of Education Conference Room C

TIME: Immediately following the Education Services Committee Meeting, but no earlier than 6:15 p.m.

I. Call to Order

II. Public Comment

III. Business Services

A. Building and Grounds Equipment Purchase – Approval

The Buildings and Grounds Department is proposing to purchase a new rear roller and rake attachment for the soil aerator/over seeder. (See attachment A) This piece of equipment will replace three old pieces of equipment currently being used. Replacement parts for the old equipment are becoming hard to find. The new equipment will save time and money by allowing the grounds crew to aerate, seed, and roll all in one pass.

The Administration recommends that the purchase of a 2021 UA80 First Products AeraVator from Horst Distributing at a cost of \$13,595, to be funded from the 2020-21 Buildings and Grounds budget, be recommended for approval to the Board of Education.

B. Counseling Curricula Purchase – Approval

The Pupil Services Department would like to purchase school counseling curricula from the publisher, Committee for Children, in the amount of \$26,964.00 (see attachment B), in an effort to continue supporting the social and emotional health and well-being of our elementary students. The curricula purchase would include the following:

- K-5 Social and Emotional Learning (SEL) Classroom Kits
- K-5 Child Protection Unit Kits
- K-5 Bullying Prevention Unit Kits

All curricula are evidence-based and align with our district social and emotional competencies.

The Administration recommends that the purchase of counseling curricula from the Committee for Children at a total cost of \$26,964.00, using carry over funds from the 2019-20 Behavior and Mental Wellness Grant, be recommended for approval to the Board of Education.

## Business Services Committee Meeting Background – February 1, 2021

### C. 2021-22 Lease Agreement with CESA 5 for the Vesper Community Academy School Building – Approval

CESA 5 leases the Vesper Community Academy School Building for the operation of Wood County Alternative School. Attached as Attachment D is a lease agreement for the 2021-22 fiscal year.

The Administration recommends that the lease agreement with CESA 5 for use of the Vesper Community Academy School Building for the 2021-22 school year at an amount of \$23,000.00 be recommended for approval to the Board of Education.

## IV. Updates and Reports

### A. Purchases – Update

Copies of the following invoices are included as Attachment C:

Troxell Communications – Student Laptop Computers

### B. Food Service Equipment Purchase – Update

The combi-oven in the Lincoln High School kitchen has stopped operating. A combi-oven utilizes three methods of cooking in one appliance: convection, steam, and a combination of steam and convection, allowing it to cook a wide variety of foods. The ability to heat food using steam works extremely well for vegetables by preserving the nutrients in the food normally lost through boiling and allows the vegetables to be cooked in the same pans the vegetable will be served from. Bids for a replacement combi-oven (plus a reverse osmosis filtration system which avoids calcification build up from the water used to generate the steam) were solicited from Boelter LLC, Streich Equipment, and AFS Reps. The bids received are listed as follows:

AFS Reps –	\$34,284.96
Boelter LLC –	33,405.11
Streich Equipment –	36,250.00

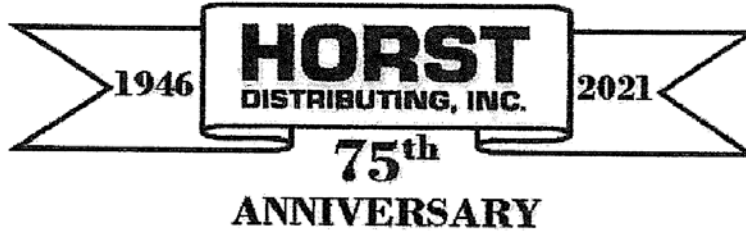
The bid for a combi-oven was awarded to Boelter LLC with the lowest bid.

## 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.



**QUOTE**

444 N. Madison St. • PO Box 110 • Chilton, Wisconsin 53014  
(920) 849-2341 • Fax (920) 849-9576 • www.horstdistributing.com  
*Turf Equipment Specialists Serving Wisconsin & Upper Michigan*

**TO:** Wisconsin Rapids Schools  
510 Peach St.  
Wisconsin Rapids, WI 54494

Date: 1/15/21

Attention: Eric

Your Inquiry: Verbal

*ORDER  
BY FEB 1ST  
& INCREASE ↑*

QTY	DESCRIPTION	UNIT PRICE	TOTAL
ONE(1)	2021 UA80 First Products AeraVator, 3pt hitch, PTO drive 80" AeraVator with aeravator tines, 80" overseeder attachment, rear roller with rake.		
	<i>Regular Price to School</i>		\$18,130.00
	<i>Less: Trade of Brillion seeder, AeraVator, John Deere blade, 548-100 Jacobsen seeder, Roseman rake, and discount</i>		<del>-\$4,535.00</del>
	<i>Special Price including trades</i>		<u>\$13,595.00</u>
	<u>Optional</u>		
ONE(+)	80" Slicer shaft option	<del>ADD</del>	<del>\$5,150.00</del>

FOB	DELIVERY	PAYMENT TERMS	SALESMEN
School--Assembled & Ready for operation	Our Truck	Net 30	Dennis Robinson

We are pleased to submit this quotation on our interpretation of your requirements. All quoted prices are subject to change after 30 days from date of this quotation. Sales and use tax, where applicable, payable by the buyer.

We appreciate the privilege of quoting on your requirements and hope for your favorable consideration.

Sincerely Horst Distributing, Inc.

By: *Grant Mortimer*

**THANK YOU FOR YOUR BUSINESS!**

**GRANT MORTIMER, PRESIDENT**

**Attachment B**

2815 Second Avenue, Suite 400  
 Seattle, WA 98121-3207 USA  
 800-634-4449 FAX: 206-343-1445  
**orders@cfchildren.org**

Quote # 5012144  
 Date 1/13/2021  
 Customer ID 10119626



Wisconsin Rapids Pub Schools  
 510 Peach Street  
 Wisconsin Rapids WI 54494  
 United States

Dani Scott  
 Wisconsin Rapids Pub Schools  
 510 Peach Street  
 Wisconsin Rapids WI 54494  
 United States

Requested By	Ship To	Setup Admin	Entered By
	Dani Scott	Name: Email:	Zachary Sherman

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
100876	Grades K-5 Second Step SEL Kits				6	\$2,359.00	\$14,154.00

200099	Grades K-5 Bullying Prevention Unit Notebooks						
7						\$1,129.00	\$7,903.00
300099	Grades K-5 Child Protection Unit Notebooks						
7						\$1,129.00	\$7,903.00

Subtotal	\$29,960.00
Discount	(\$2,996.00)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
<b>TOTAL</b>	<b>\$26,964.00</b>

Please remit in US Funds.

Make check payable to: Committee for Children

\*If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Prices valid for 30 days from quote date.

Please Include quote ID:5012144 on your order to guarantee pricing.

**Troxell Communications**

4675 E. Cotton Center Blvd. Suite 155  
Phoenix, AZ 85040

Quote Number: QUO-32747-30368

Created On: 1/19/2021

**WISCONSIN RAPIDS PUBLIC SD**

Contact: Phillip Bickelhaupt  
Email: PHILLIP.BICKELHAUPT@WRPS.NET  
510 PEACH ST, 510 PEACH ST  
WISCONSIN RAPIDS, Wisconsin, 54494

**Chris Hunt**

Email: chris.hunt@trox.com  
N112 W16298 Mequon Rd. #284  
GERMANTOWN, WI, 53022

Terms: Net 30

FOB: Destination

Customer #: 32747

Expires: 2/18/2021

Item	Description	Sell Price	Qty	Ext Price
1	CDI HEW1A762UTABA HP 11 G8 11.6"- 4/32 - INTEL (AUE 06/2026) HP / HEWLETT PACKARD	\$246.67	60	\$14,800.20
2	SNN GOGCROSSWDISEDU CHROME EDUCATION UPGRADE (PERPETUAL) GOOGLE	\$23.40	60	\$1,404.00
3	TCS TCSFREIGHT SHIPPING FROM DALLAS TO WISCONSIN RAPIDS TROXELL CUSTOM PACKAGE	\$162.00	1	\$162.00

**Total****\$16,366.20**

Thank You,

X

**CHRIS HUNT**

Account Executive  
☎ 262-228-7628 ☎  
N112 W16298 Mequon Rd. #284  
GERMANTOWN, WI, 53022  
[Website | Product Catalog](#)  
[Twitter](#) [Facebook](#) [LinkedIn](#)  
Trox: Formerly Troxell-CDI

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective as of July 1, 2021, 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 6443 Virginia Street, Vesper, Wisconsin and formally known as Vesper Community Academy (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, 2021 and ending June 30, 2022.

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-Three Thousand and 00/100 Dollars (\$23,000) 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-Three Thousand and 00/100 Dollars (\$23,000) 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 1B.

### 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:  
Name: Craig Broeren  
Title: Superintendent

By:  
Name:  
Title: