



Wisconsin Rapids Public Schools

Board of Education

510 Peach Street, Wisconsin Rapids, WI 54494
(715) 424-6701

John A. Krings, President
John P. Benbow, Jr.
Larry Davis
Sandra K. Hett
Mary E. Rayome
Anne Lee
Katie Medina

MISSION STATEMENT

Working together with home and community we are dedicated to providing the best education for every student, enabling each to be a thoughtful, responsible, contributor to a changing world.

AGENDA

SPECIAL BOARD OF EDUCATION MEETING

September 28, 2015

LOCATION: Thomas A. Lenk Educational Center, 510 Peach Street, Wisc. Rapids, WI
Conf. Rm. A/B

TIME: 6:00 p.m.

- I. Call to Order
- II. Roll Call
- III. Discussion and possible action to approve a Resolution authorizing temporary borrowing in an amount not to exceed \$5,200,000 pursuant to Sec. 67(8)(a)1, Wis. Stats. (Exhibit A)
- IV. Review and update on District Fund balances and outstanding debt.
- V. Adjourn

**RESOLUTION AUTHORIZING TEMPORARY BORROWING
IN AN AMOUNT NOT TO EXCEED \$5,200,000
PURSUANT TO SEC. 67.12(8)(a)1, WIS. STATS.**

WHEREAS, the Wisconsin Rapids School District, Wood County, Wisconsin is temporarily in need of funds in an amount not to exceed \$5,200,000 to meet the immediate expenses of operating and maintaining the public instruction in the District during the current school year; and

WHEREAS, Section 67.12(8)(a)1, Wisconsin Statutes, authorizes school districts to borrow money and issue tax and revenue anticipation promissory notes for such purpose; and the School Board finds it necessary that funds be borrowed and tax and revenue anticipation promissory notes issued pursuant to Section 67.12(8)(a)1, Wisconsin Statutes; and

WHEREAS, the total amount borrowed shall not exceed one-half the estimated receipts for the operation and maintenance of the District for the current school year as heretofore certified by the District Clerk, and the loan shall not extend beyond November 1 of the next school year; and

WHEREAS, the tax for the operation and maintenance of the schools of the District for the current school year has been voted to be collected on the next tax roll.

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

1. Authorization. For the purpose set forth above, there shall be borrowed, pursuant to Section 67.12(8)(a)1, Wis. Stats., an aggregate principal amount of not to exceed \$5,200,000.

2. Terms of the Notes. To evidence such indebtedness, the District President and District Clerk are hereby authorized, empowered and directed to make, execute, issue, sell and deliver to the Purchasers set forth below, for and on behalf of the District, its Tax and Revenue Anticipation Promissory Notes (the "Notes") payable to the order of the Purchasers in the principal amounts and at the interest rates as follows:

_____ \$5,200,000

Note No. 1 for \$5,200,000 at _____% per annum

The Notes shall be dated October 8, 2015; shall be payable to Cede and Co.; shall bear interest at the rates set forth above from their dated date until paid; and shall mature on September 15, 2016. Interest on the Notes shall be paid at maturity. To make the Notes eligible for the services provided by the Depository Trust Company, New York, New York ("DTC"), the District agrees to the applicable provisions set forth in the DTC Blanket Issuer Letter of Representations. If necessary, the District Clerk or District President is authorized and directed to execute such Letter of Representations and deliver it to DTC on behalf of the District.

3. Redemption Provision. The Notes shall not permit payment prior to maturity.

4. Arbitrage Covenant. The proceeds of the Notes (the "Note Proceeds") shall be used solely for the purposes for which borrowed (or for the payment of the principal of and interest on the Notes). The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the District hereby covenants and agrees that so long as the Notes remain outstanding, the proceeds from the sale of the Notes will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable income tax regulations promulgated thereunder (the "Regulations").

The District Clerk, or other officer of the District charged with the responsibility for issuing the Notes, shall provide the appropriate certificate of the District, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of this District regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Notes.

5. Irrepealable Tax. So long as the Notes remain unpaid, the aforesaid tax for operation and maintenance of the District shall be and continues irrepealable. The District hereby pledges tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Notes as the same become due. Said tax monies and other available revenues shall be segregated in a special fund which shall be used for the sole purpose of paying the principal of and interest on the Notes. If there shall be insufficient sums in said special fund to meet such payments, the District shall promptly pay the same when due from other monies available in or attributable to the current school year. This covenant specifically includes monies (i.e. deferred tax and state aid payments) attributable to the current school year which are not received prior to the end of the current school year.

6. Execution of the Notes. The Notes shall be executed on behalf of the District by the District President and District Clerk, or others authorized by law to sign on their behalf, sealed with the official or corporate seal, if any, and delivered to the Purchaser upon payment to the District of the purchase price, plus accrued interest to the date of delivery. A facsimile

signature of either of the officers may be imprinted on the Notes in lieu of the manual signature of such officer, but at least one of the signatures shall be manual. In the event that any of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery.

7. Payment of the Notes. The Notes shall be payable in lawful money of the United States of America by the District Clerk or Treasurer. If the term of the Notes is more than one year, the Notes shall be issued in registered form as required by Section 149 of the Code. The transfer of the Notes may be effected only by surrender of the old Notes and the issuance by the District of new Notes to the new holder OR through a book entry system maintained by the District or its agent. The District hereby appoints the Purchasers identified in Paragraph 2 above as its agents for the purpose of maintaining a book entry system to ensure that the Notes remain in registered form pursuant to the requirements of Section 149 of the Code.

8. Closing. The appropriate officers and agents of the District are hereby directed and authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the closing of this borrowing.

9. Qualified Tax-Exempt Obligation Status; Additional Tax Covenants. The District hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265 of the Code and in support of such designation, the District Clerk, or other officer of the District charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the District necessary to establish the "qualified tax-exempt obligation" status of the Notes as of the date of delivery and payment for the Notes.

The District hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and the Regulations (whether prior to or subsequent to the issuance of the Notes) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is exempt from federal income taxation, throughout the term of such Notes. The District Clerk or other officer of the District charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the District, for inclusion in the transcript of proceedings, as of the date of delivery and payment for the Notes certifying that it can and covenanting that it will comply with the provisions of the Code and the Regulations. Such certificate shall indicate that the District qualifies for either the "small governmental units" or the "expenditure within six months" exceptions to the rebate requirement of the Code, set forth certain facts regarding the use of the Note Proceeds to establish that the Notes will not constitute "private activity bonds" as defined in Section 141 of the Code and state other facts necessary to establish that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

The District intends to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excluded from income for federal income tax purposes.

10. Continuing Disclosure Obligations

(a) Undertaking of District. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the continuing Disclosure certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section.

(b) Additional Definitions

(1) "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(2) "Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

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

Adopted and recorded this September 28, 2015.

By: _____
John A. Krings
District President

(SEAL)

And: _____
Larry Davis
District Clerk