



NOTICE OF PUBLIC MEETING

FINANCE AND PROPERTY COMMITTEE

Matt Zacher, Chairperson
Dean Veneman, Secretary
Jay Bemke

Notice is hereby given of a regular meeting of the Finance and Property Committee to be held in the Council Chambers at City Hall, 444 West Grand Avenue, Wisconsin Rapids, and via remote videoconferencing on Tuesday, July 5, 2022 at 5:00 p.m. **The public may listen to the meeting by calling 1-312-626-6799, Meeting ID: 845 4114 2014.** The meeting will also be streamed LIVE on the City of Wisconsin Rapids Facebook page. This meeting is also available after its conclusion on the City's Facebook page and Community Media's YouTube page, which can be accessed at www.wr-cm.org.

Agenda

1. Call to Order
2. Consider a request from the Fire Department to order the Chassis for their next Ambulance
3. Consider a request from the Fire Department to apply for the Wisconsin Flex Grant
4. Consider approval of proposals from the Park and Building Supervisor to provide and install (6) HVAC packaged rooftop units to replace the existing units on the Centralia Center rooftop
5. Consider a request from Drop In Again LLC, Tami Kasten, agent, for Retail Class "B" Fermented Malt Beverages and Retail "Class B" Intoxicating Liquor licenses for the premises located at 2963 State Hwy 73 South
6. Consider for approval the appointment of Geneva J. Rapp as successor agent for the Retail Class "A" Fermented Malt Beverages and Retail "Class A" Intoxicating Liquor licenses for Westside Express Mart, LLC, d/b/a Westside Express Mart for the premises located at 1040 West Grand Avenue
7. Consider for approval Temporary Retail Class "B" Fermented Malt Beverages Licenses for Central Wisconsin Cultural Center, Inc., 2651 Eighth Street South, for the following events:
 - a. Open Mic events to be held from 7:00 p.m. to 10:00 p.m. on the following Fridays: August 26, September 30, October 28, November 25, and December 30, 2022;
 - b. "The Scratchboard Art of Alex Hewitt and Pat Ruesch" Exhibit Opening Reception to be held from 5:30 p.m. to 7:30 p.m. on Thursday, September 22, 2022;
 - c. Holiday Gifts & Art Fair event to be held from 5:30 p.m. to 7:30 p.m. on Thursday, November 10, 2022;and a Temporary Retail Class "B" Fermented Malt Beverages License and Temporary Retail "Class B" Wine License for an Art on Tap event to be held from 6:00 p.m. to 9:00 p.m. on Saturday, October 1, 2022
8. 2023 Budget Discussion
9. Audit of the Bills
10. Set next meeting date
11. In open session, the committee may vote to go into closed session under Section 19.85(1)(e) of the Wisconsin Statutes, which reads: "Deliberating or negotiating the purchasing of public properties, the

investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

In closed session, the committee may discuss negotiations and strategy regarding redevelopment and possible purchase of the former Northern Steel Castings, Inc. foundry located at 330 9th Avenue South, Parcel ID: 3402599.

The Committee will adjourn in closed session.

The City of Wisconsin Rapids encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the city clerk's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. Call the clerk at (715) 421-8200 to request accommodations.

April 28, 2022

Jacob Klingforth
City of Wisconsin Rapids
Public Works Supervisor
1411 Chase Street
Wisconsin Rapids, WI 54495

RE: Provide and Install 6 Like for Like Replacement RTUs
Ref#: JU042822C

Dear Mr. Klingforth:

Our Lump Sum Price to complete this project is: **\$164,300.00 (one hundred sixty-four thousand three hundred dollars).**

Replacement Equipment: \$109,755.00

All Units:

- Gas/Electric
- Standard efficiency
- Downflow
- 460/60/3
- Reliatel
- Gas Heat - High
- Economizer Dry Bulb 0-100% with barometric relief
- 1 year parts warranty
 - Refrigerant and labor not included
- 2-5 year compressor parts only warranty
 - Refrigerant and labor not included

RTU 1: Qty: 1

- 12.5 Ton

RTU 8: Qty: 1

- 20 Ton

RTU-1 & RTU-2: Qty: 2

- 25 Ton
- High static drive (Fld)

RTU-4, RTU-3: Qty: 2

- 17.5 Ton
- Curb adapter (Fld)
- Low static drive (Fld)

Installation of the Replacement Equipment: \$54,545.00

- | | |
|--------------|-------------|
| • Crane | \$7,500.00 |
| • Electrical | \$20,000.00 |
| • Labor | \$27,045.00 |

Corporate Headquarters:

325 Reid Street
De Pere, WI 54115-2130
(920) 498-0400
Fax: (920) 498-8136

Central Wisconsin Office:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
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Fax: (715) 421-5442

www.tweetgarot.com

- Isolate the electrical, controls, and gas
- Remove the old RTUs from the Roof
- Set the new units into place
- Reconnect the electrical, controls, and gas piping
- Start up and check operation
- Dispose of the existing RTUs

Our proposal includes:

- Replacement Equipment as listed above

Our proposal does not include:

- Tax
- Overtime
- Controls
- Additional work not listed above
- Options not Included on Equipment
 - Outside Air/Economizer Air Duct Extension
 - Complete-Coat Condenser Coil Coating
 - Condenser Coil Hail Guards
 - Thermostat and Remote Sensor
 - Trane Interface, BACnet or LonTalk Board
 - Hinged Access Panels
 - Bakelite Laminated Nameplate
 - Through the base Gas and/or Electric utility option
 - GFI Convenience Outlet
 - Disconnect Switch/Circuit Breaker
 - SCCR rating of 65K amps on units 12.5 tons and above
 - Condensate Overflow Switch
 - Economizer Fault Detection (Title 24 thermostat or TD-5 board)
 - Power Exhaust
 - CO2 Sensors/Demand Control Ventilation
 - Dehumidification Coil
 - Low or High Static Drive – Where noted
 - Return and/or Supply Side Smoke Detectors
 - Audible and/or Visible Alarm for Smoke Detectors
 - Special Filters or Extra Filters beyond Initial Throwaway Set
 - Extra Belts and/or replacement sheaves
 - Hold-down Clips/Straps
 - Seismic/Hurricane Curbs
 - Unit Start Up
 - Labor Warranty
 - Special Delivery Services
 - BAS Integration and/or assistance
 - Owner Training

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- Any Items/Services Not Listed

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Tweet/Garot will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Tweet/Garot reserves its right to seek an excusable extension of time if Tweet/Garot or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the subcontract, we intend to seek additional costs associated with the suspension.

This proposal reflects material pricing as of this date and is valid for 10 days.

Our standard payment terms are net 60 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (715) 451-8975 or e-mail justin.beck@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – WI Rapids



Justin Beck
Director of Service – Central Wisconsin Accounts

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O.
No. _____

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CONTRACT TERMS AND CONDITIONS

- 1. Asbestos and Hazardous Materials.** Unless specified in the scope of services, the disturbance, removal or abatement of asbestos or other hazardous materials is not provided for by the terms and conditions of this Contract and in the event that asbestos or other hazardous material is encountered and/or needs to be disturbed in order to complete this project, it will be treated as “extra Work” under Paragraph 11 of this Contract. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
- 2. Arbitration/Dispute Resolution.** If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through informal negotiations, either party may escalate the issue to appropriate senior executive management of the parties, with final resolution targeted within fourteen (14) days of such escalation to senior executive management. In all cases, the parties agree to use good faith efforts to achieve resolution in a timely manner. If a resolution cannot be reached during the foregoing dispute resolution process, either party may commence litigation seeking the appropriate remedies and relief. Tweet/Garot and Owner agree that the federal and state courts located in Brown County, Wisconsin shall have exclusive jurisdiction over any and all disputes arising under or out of this Contract, or any document or instrument executed pursuant hereto or in connection herewith; and each further expressly submits to and agrees not to contest any such court’s exclusive jurisdiction over such matters.
- 3. Limitation on Damages.** TWEET/GAROT MECHANICAL, INC. WILL HAVE NO LIABILITY TO OWNER OR ANY OTHER PERSON FOR LOSS OF PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY OR BREACH OF ANY OTHER PROVISION IN THIS CONTRACT, NEGLIGENCE OR OTHER SORT, OR OTHERWISE, EVEN IF TWEET/GAROT MECHANICAL, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF POTENTIAL LOSS OR DAMAGE. IN ADDITION, ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL PRICE OF THE SERVICES PROVIDED BY TWEET/GAROT MECHANICAL, INC.
- 4. Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any Work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such Work should be classified as a “change” or as an “extra”, Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such Work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such Work is in fact a “change” or an “extra” without waiving any said rights, as well as determining the effect of the extra Work.
- 5. Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this Contract, the prevailing party shall be entitled to an award of reasonable attorney’s fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

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6. **Removal of Debris.** Upon completion of Work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not be responsible for any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
7. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments," Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further Work until such time as payment is made. If said payment is more than ten (10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this Contract and justifiably refuse to complete the balance of this Contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
8. **Items Not the Responsibility of Tweet/Garot Mechanical, Inc.** Unless specifically included in the Scope of Services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
9. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the Work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or are out of the reasonable control of Tweet/Garot Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc., a reasonable extension of time. If additional Work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 11.
10. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the Owner's noncompliance or any noncompliance of Owner's employees, agents, representatives or contractors. Owner shall be responsible to provide to Tweet/Garot Mechanical, Inc. personnel all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
11. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the Scope of Services. Additional Work not specified in the Contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra Work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours, which confirmation shall not be unreasonably refused.

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- 12. Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own Work until completion and acceptance of the Work. To allow Tweet/Garot Mechanical, Inc. to protect the Work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s Work is completed, then the Owner shall be responsible for the protection of the Work, as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s Work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed Work but will do so only upon being compensated for same. Compensation shall be treated as extra Work and the compensation shall be determined as provided in Paragraph 11.

- 13. Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop Work and call Owner's attention to such concealed conditions in writing. The Contract terms will be equitably adjusted in writing.
- 14. Insurance.** Tweet/Garot Mechanical, Inc. will carry worker's compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the Work. The Owner shall obtain and pay for insurance for injury to its own employees and persons not under the control of Tweet/Garot Mechanical, Inc.
- 15. Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner's use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the Contract, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc.
- 16. Severability.** The terms and conditions of this Contract are severable. The unenforceability, illegality or invalidity of any provision in this Contract will not affect the enforceability, legality or validity of any other provision of this Contract. Each other provision will remain enforceable.
- 17. Entire Agreement.** These terms and conditions and the terms set forth in Tweet/Garot Mechanical, Inc.'s Proposal to Owner are the entire agreement of the parties, supersede any prior agreements relating to the subject matter, and may not be amended or supplemented other than by a written agreement signed

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by each of the parties. CONFLICTING, DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT PROPOSED OR RENDERED BY OWNER WILL NOT APPLY AND TWEET/GAROT MECHANICAL, INC. SPECIFICALLY OBJECTS TO SUCH CONFLICTING, DIFFERENT OR ADDITIONAL TERMS.

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640 25th Ave. North
Wisconsin Rapids, WI 54495
Office: (715) 887.4400
Fax: (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
Office: (715) 301.1670
Fax: (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

Mechanical Contractors
ATTN: Estimating Department

Revision: 1
Date: 04/22/22
Proposal Number: 2245076

Subject: Centralia Center Building Controls

Proposal: Complete Control Inc. will provide a BACnet Native Siemens Direct Digital Control System (DDC). All associated installation, programming, and engineering to complete the Siemens Control System is included in this proposal.

Base Bid:	\$ 206,000.00
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- (5) Constant volume rooftop units (RTU-1 thru -4, & -10)
 - DDC
 - (5) Supply fans. Start/stop and status.
 - (5) Bypass motor operated damper (MOD). Damper existing. Includes new actuator.
 - (5) Return MOD. Damper existing. Includes new actuator.
 - (5) Return air CO2.
 - (5) Gas heating.
 - (5) DX cooling. Interlock condensing unit.
- (5) Constant volume rooftop units (RTU-5 thru -9)
 - DDC
 - (5) Supply fans. Start/stop and status.
 - (5) Return MOD. Damper existing. Includes new actuator.
 - (5) Gas heating.
 - (5) Room temperature
 - (5) DX cooling. Interlock condensing unit.
- (3) Energy recovery units (ERV-1 thru -3)
 - DDC
 - (1) Supply fan.
 - (1) Exhaust fan.
 - (1) Wheel.
 - (1) Exhaust MOD. Damper existing. Includes new actuator.
 - (1) Outside MOD. Damper existing. Includes new actuator.
 - Interlock RTU-1, -2 and -10
- (7) Exhaust fans (EF-1 thru 8)
 - DDC
 - (6) MOD. Damper existing. Includes actuator.
 - (2) Monitor temperature and enable EF-6 and -7 based on high limit setpoint.
- (1) Heat plant
 - DDC
 - (2) Boilers
 - (2) Interlock boiler pumps
 - (2) System pumps with VFD.
 - (1) Outside air temperature
 - (1) Differential pressure sensor
 - (1) Emergency shutdown switch
- (32) Variable air volume boxes
 - DDC
 - (32) Valves
- (4) Slave radiation units to variable air volume boxes



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Fax: (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
Office: (715) 301.1670
Fax: (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

- DDC
- (4) Valves
- (4) Cabinet unit heaters
 - DDC
 - (4) Valves
- (1) Radiant ceiling panel (RCP)
 - DDC
 - (1) Valve
- (1) Operator interface
 - Includes license, graphics, and computer
- (4) hours training

Does not include lift rental. Use owners.

Does not include:

- Overtime
- Bid/performance bonds (provided by mechanical contractor)
- Any startup of mechanical equipment
- Fire, smoke and fire/smoke dampers by others
- Fire/smoke damper fire alarm control wiring by others
- Smoke duct detectors by unit manufacturer
- 120 volt control components
- Controls stated to be provided by manufacturer in specifications
- Dampers not listed above are by others
- VFD's, starters, disconnects, combo starter-disconnects by others
- Fire alarm components by others
- Any items not specifically detailed in this quotation are excluded

Proposal Accepted:
Complete Control, Inc. is authorized to proceed.

Proposal Submitted:
Complete Control, Inc.

Buyer: _____	Seller: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Complete Control, Inc.

STANDARD TERMS AND CONDITIONS OF SALE

All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

- 1. Proposal and Prices.** Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.
- 2. Payment Terms, Security Interest and Lien Rights Notice.** Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

- 3. Software License.** In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.
- 4. Warranty.** (a) **Product Warranty.** For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) **Exclusions.** Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) **Disclaimer.**

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.

5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

- 6. Indemnity.** With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by Complete Control with respect to such Products, including but not

limited to unauthorized use and/or modification of any Products or components thereof.

7. **Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
8. **Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
9. **Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
10. **Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
11. **Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
12. **Miscellaneous.** (a) **Performance.** Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer, Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) **Default.** Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) **Changes.** Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) **Assignment.** Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) **Waiver.** The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) **Invalidity and Interpretation.** The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) **Entire Agreement.** These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) **Survival.** The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) **Conflicts.** In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.



640 25th Avenue North
Wisconsin Rapids, WI 54495
(715) 887.4400
Fax (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
(715) 301.1670
Fax (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

Attn: Jacob Klingforth
City of Wisconsin Rapids
444 West Grand Ave
Wisconsin Rapids, WI 5449

Revision: 1
Date: 04/22/22
Proposal Number: 2145124a

Included:

- Provide two (2) workers for one (1) eight (8) hour day.
- Assist in putting HVAC units on the roof and setting the units in place.

Excluded:

- Crane

Budget Total: \$ 2,400.00

Thank you for the opportunity to quote the above-mentioned project for you.
Work to be performed during normal business hours Monday – Friday.

This proposal is conditioned on acceptance of the attached Terms and Conditions of Sale, which are Incorporated into this agreement by reference in full upon written acceptance by Buyer.

Proposal Accepted:
Complete Control, Inc. is authorized to proceed.

Proposal Submitted:
Complete Control, Inc.

Buyer _____

Seller: Complete Control, Inc.

By _____

By: Brad Behrens

Title _____

Title: Sales Engineer

Date _____

Date: 04/22/22

This proposal may be withdrawn by Complete Control Inc. if not accepted within (30) days

Complete Control, Inc.

STANDARD TERMS AND CONDITIONS OF SALE

All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

1. Proposal and Prices. Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.

2. Payment Terms, Security Interest and Lien Rights Notice. Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

3. Software License. In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.

4. Warranty. (a) Product Warranty. For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) Exclusions. Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) Disclaimer.

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.

5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

6. Indemnity. With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by

Complete Control with respect to such Products, including but not limited to unauthorized use and/or modification of any Products or components thereof.

- 7. Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
- 8. Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
- 9. Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
- 10. Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
- 11. Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 12. Miscellaneous.** (a) Performance. Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer,

Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) Default. Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) Changes. Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) Assignment. Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) Waiver. The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) Invalidity and Interpretation. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) Entire Agreement. These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) Survival. The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) Conflicts. In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.

Attn: Jacob Klingforth
City of Wisconsin Rapids
444 West Grand Ave
Wisconsin Rapids, WI 5449

Revision: 1
Date: 04/22/22
Proposal Number: 2245076b

Included:

- Provide six (6) Trane HVAC packaged rooftop units to replace existing units
 - All units
 - Gas/electric, standard efficiency, downflow, 460/60/3
 - 1 set of 2" throwaway filters
 - 1 year parts only warranty on entire unit. Refrigerant and labor not included.
 - 2-5th year compressor parts only warranty. Refrigerant and labor not included.
 - Shipping to Site
 - RTU-01
 - 20 Ton, Gas Heat-High
 - RTU-02
 - 17.5 Ton, Gas Heat-High
 - Curb Adaptor
 - RTU-03
 - 17.5 Ton, Gas Heat-Low
 - Curb Adaptor
 - RTU-04
 - 25 Ton, Gas Heat-High
 - RTU-05
 - 12.5 Ton, Gas Heat-High
 - RTU-06
 - 25 Ton, Gas Heat-High

Excluded:

- Crane
- Installation Labor
- Controls
- Electrical

Budget Total: \$ 134,942.00

Note: current lead times are at 24 weeks + shipping



640 25th Avenue North
Wisconsin Rapids, WI 54495
(715) 887.4400
Fax (715) 887.3330

804 North 4th Avenue
Edgar, WI 54426
(715) 301.1670
Fax (715) 352.2370

425 Holton Avenue
Sparta, WI 54656

Thank you for the opportunity to quote the above-mentioned project for you.
Work to be performed during normal business hours Monday – Friday.

This proposal is conditioned on acceptance of the attached Terms and Conditions of Sale, which are
Incorporated into this agreement by reference in full upon written acceptance by Buyer.

Proposal Accepted:
Complete Control, Inc. is authorized to proceed.

Proposal Submitted:
Complete Control, Inc.

Buyer _____ **Seller: Complete Control, Inc.**

By _____ **By: Brad Behrens**

Title _____ **Title: Sales Engineer**

Date _____ **Date: 04/22/22**

This proposal may be withdrawn by Complete Control Inc. if not accepted within (30) days

Complete Control, Inc.
STANDARD TERMS AND CONDITIONS OF SALE

All products and services of Complete Control, Inc. ("Complete Control") are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document and in the applicable Complete Control proposal to the exclusion of any terms and conditions submitted by Buyer in any purchase order or other order documentation, preprinted or otherwise, except as to the identification and quantity of such products and/or services. Complete Control's performance of any contract is expressly conditioned on Buyer's agreement to these terms and conditions of sale, and in the absence of such agreement shall be for Buyer's convenience only, shall not create any contractual obligation, and shall not be construed as acceptance by Complete Control of any of Buyer's terms and conditions printed or stated in its orders. Buyer's signed acceptance of a proposal or submission of a signed purchase order for any products or services of Complete Control shall be deemed acceptance of these standard terms and conditions in their entirety and without alteration or supplementation. These terms and conditions may **not** be altered, supplemented, or amended by the use of any other document(s), and any additional or different terms and conditions contained in any purchase order or other document of Buyer will be null and void.

1. Proposal and Prices. Complete Control's proposal(s) for any identified temperature control materials or software and any related and incidental installation or maintenance services ("Products") are firm for the period, and expire on the date, set forth in the proposal. All typographical or clerical errors are subject to correction. The prices quoted are net F.O.B. from Complete Control's headquarters, Wisconsin Rapids, Wisconsin. Unless expressly indicated otherwise on Complete Control's proposal, the price does not include and Buyer shall be responsible for any and all taxes and duties incurred on the Products and taxes may be added to the proposal to be paid by Buyer.

2. Payment Terms, Security Interest and Lien Rights Notice. Complete Control reserves the right to invoice Buyer monthly as the work progresses, for all Products delivered to the job site or to an off-site facility of Buyer and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Complete Control's initial invoice and be equal to twenty-five percent (25%) of the contract price. Invoices are due upon receipt by Buyer. If Buyer becomes overdue on any progress payment, Complete Control shall be entitled to suspend or work or terminate the agreement, and shall be entitled to interest at the annual rate of 18% or the maximum otherwise permitted by the State of Wisconsin, whichever is larger, in addition to any and all other remedies available under this agreement.

If requested, Buyer shall furnish Complete Control with all information, including financial statements, necessary to make a proper credit appraisal. Refusal to do so shall be grounds for termination of this agreement.

As required by the Wisconsin construction lien law, Complete Control also hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Complete Control, are those who contract directly with the Buyer or those who give the Buyer notice within 60 days after they first furnish labor and materials for the construction. Accordingly, Buyer probably will receive notices from those who furnish labor and materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Complete Control agrees to cooperate with the Buyer and the Buyer's lender, if any, to see that all lien claimants are duly paid.

3. Software License. In the event software is included within the Products provided, Complete Control grants to Buyer a nonexclusive and nontransferable license to use the Software, but only to the extent allowed under and subject to the licensing terms of the original software manufacture.

4. Warranty. (a) Product Warranty. For a period of 12 months from the date of installation of the Products, Complete Control warrants that the Products will be free from defects in material and workmanship. If such defects are revealed within the 12 month period and brought by Buyer to the attention of Complete Control, Complete Control will repair or replace the Products at its cost.

This Product Warranty is subject to the following conditions: the Products (i) if not installed by Complete Control, are to be installed in accordance with all Complete Control's and the original manufacturer's instructions; (ii) is to be operated only by personnel duly trained in the proper operation of the Products; (iii) is to be operated according to all operation manuals provided with the Products; and (iv) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Products.

(b) Exclusions. Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Products outside of specified environmental, electrical, or performance requirements, conditions, capabilities, or standards; (iii) power fluctuation or failure; (iv) vandalism or any other damage or alteration of the Products by the persons other than Complete Control employees; (v) combination of incompatible products; (vi) fires, floods, decomposition by chemical or galvanic action and other natural causes; or (vii) damage, neglect, alteration, or any impairment of the Products resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Complete Control and its authorized personnel, (c) any acts, omissions, causes, or events beyond the control of Complete Control. Complete Control retains the right to seek reimbursement under any warranty issued of the original manufacturer of any Product subject to a warranty claim. In addition, alteration or removal of any serial number, identification mark or patent marking voids Complete Control's warranty.

(c) Disclaimer.

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. COMPLETE CONTROL NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCTS. CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 5, BELOW.

5. Damages and Liability.

COMPLETE CONTROL'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE PRODUCTS OR ANY SERVICES PROVIDED BY COMPLETE CONTROL IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY COMPLETE CONTROL FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT SHALL COMPLETE CONTROL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED PRODUCTS OR FACILITIES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWNTIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. It is expressly recognized and agreed by the parties that the predominant purpose of this agreement is the provision of goods. Liability to third parties for bodily injury or death resulting from Complete Control's performance or Products shall not be affected by the limitations set forth above in this Section 5 and shall be determined in accordance with Section 6, below, in proportion to Complete Control's relative fault under applicable law.

6. Indemnity. With respect to bodily injury to or death of third parties, Buyer shall be responsible for all liability for damages arising from or in any way related to the use or operation of any Products by Buyer, its employees, agents, and other non-Complete Control personnel. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Complete Control, Complete Control shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Complete Control harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of any Products contrary to written warning or instructions given by

Complete Control with respect to such Products, including but not limited to unauthorized use and/or modification of any Products or components thereof.

- 7. Cancellation Before Full Performance.** If the Buyer cancels this contract before complete performance, the Buyer shall pay to Complete Control, as liquidated damages, in lieu of any and all other remedies, (a) 25% of the full contract price for engineering, drafting and mobilization costs, and if Complete Control has commenced post-mobilization work, that percentage of the full contract price as is equal to the percentage of such work then completed and in place at the time of cancellation, and (b) the costs which the Complete Control shall have incurred at the time of such cancellation by reason of its having ordered materials and supplies required to effect its performance under this agreement, provided that no payment for such costs shall be required until such time as such materials and supplies in question shall have been delivered to the jobsite or to such alternative site as the Buyer may reasonably direct.
- 8. Changes.** Without nullifying this agreement, the Buyer may make reasonable changes adding to the scope of the work performed or Products provided under this agreement (an "extra"). Buyer's authorization for an extra may be oral or in writing. Absent a contemporaneous agreement on the price of such extra at the time of authorization, through such authorization, Buyer commits to compensate Complete Control for the reasonable cost of such extra, plus a reasonable markup for Complete Control's general conditions and overhead. Complete Control's proposals are based on straight-time labor, and any request by Buyer for overtime work shall also constitute an extra.
- 9. Limitation of Claims.** No claims, regardless of form, arising out of or in connection with the Products or services provided by Complete Control may be brought against Complete Control more than one year after the earlier of the date on which the cause of action accrued or the date on which Complete Control's performance with respect to such Products or services was completed or terminated.
- 10. Dispute Resolution and Fee Shifting.** Buyer agrees that in the event of a dispute between the Buyer and Complete Control in any way arising from this agreement or either parties' performance there under, that at Complete Control's option and request the parties shall submit said dispute to binding arbitration in Madison, Wisconsin. The arbitrator shall have at least 10 years of experience mediating and arbitrating construction disputes and shall be selected by mutual agreement of the Buyer and Complete Control. If the parties can not come to a mutual agreement on an arbitrator the arbitrator shall be appointed by application to a circuit court judge for Dane County. The binding arbitration shall be conducted in accordance with the Wisconsin Rules for Arbitration of Construction Disputes. In the event Complete Control prevails, in whole or in part, in the arbitration with the Buyer, the Buyer shall be required by the arbitration award to reimburse Complete Control for all of Complete Control's costs and expenses, including attorneys fees, incurred by Complete Control in connection with any and all disputes between Complete Control and Buyer in any way arising from this subcontract or the parties' performance there under.
- 11. Governing Law, Compliance with Laws.** These terms and conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 12. Miscellaneous.** (a) Performance. Complete Control shall not be liable for any loss, damage, delay or other default in delivery or performance that is due to unforeseen circumstances, or to causes beyond its control, including without limitation, strike, lockout, riot, war, civil unrest, fire, flood, and other similar and dissimilar natural causes, act of God, acts of third parties, sabotage, vandalism, embargoes, labor disputes, unforeseen delays in obtaining any permits or licenses, or other delays caused by government action or inaction or contractors or subcontractors (other than those contractors or subcontractors under the control of Complete Control), acts of civil or military authorities, and any other cause or condition beyond Complete Control's reasonable control. Provided any such delay or default is neither material nor indefinite, the time for Complete Control's performance shall be extended for a commercially reasonable period of time and thereafter Buyer shall accept performance hereunder. In the event of delay occasioned in whole or in part by factors under the control of the Buyer,

Complete Control shall be entitled both to an extension of time to perform as well as compensation as an extra.

(b) Default. Buyer's failure to either make any payment when due or comply with any other material term or condition of these terms and conditions shall constitute default. If Buyer has not cured the default within 30 days after Complete Control gives written notice of such default, Complete Control may, in addition to any other rights and remedies provided herein or under law, terminate the agreement between itself and Buyer and terminate its obligations to perform thereunder by giving Buyer written notice to take effect upon receipt. In such event, and in addition to any other damages provided herein or allowed under applicable law, Complete Control shall recover all costs, expenses, and attorney fees incurred in connection with such default and termination.

(c) Changes. Prior to delivery, Complete Control may change the construction, design or configuration of the Products without notice to Buyer as long as the general function of the Products is not thereby altered. If, prior to delivery, the general function of the Products will be altered by a change in construction, design, or configuration then Complete Control shall notify Buyer, and Buyer shall then have the option to terminate the agreement between itself and Complete Control for such Products and recover any and all monies paid to Complete Control thereunder.

(d) Assignment. Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Complete Control may, without the prior approval of Buyer, assign its rights and obligations hereunder to a surviving corporation in the event of a merger or consolidation between Complete Control and the surviving corporation or to an entity that acquires substantially all the assets of Complete Control relating to the subject matter hereof; provided that the surviving corporation or an entity that acquires substantially all the assets of Complete Control shall assume all the duties, liabilities and obligations of Complete Control hereunder.

(e) Waiver. The failure of Buyer or Complete Control at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions.

(f) Invalidity and Interpretation. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Products and services provided hereunder or similar or dissimilar Products, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

(g) Entire Agreement. These terms and conditions together with the applicable proposal(s) for Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, and warranties, written or oral.

(h) Survival. The provisions of, and respective obligations of the parties under, Sections 2, and 5 through 12, inclusive, shall survive any termination this agreement with respect to the Products or services of Complete Control.

(i) Conflicts. In the event of any ambiguity or conflict between or among these terms and conditions, Complete Control's proposal(s) for the Product(s), and any other agreement or writing signed by Complete Control, the express terms of the proposal, and if there are no such terms with respect to the subject matter in question, these Standard Terms and Conditions shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Complete Control unless such terms are specifically accepted in writing by the President of Complete Control.

CHK# 21632 520⁰² 6/28/2022
5736

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07 01 2022 ending: 06 30 2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Wis Rapids

County of Wood Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031059196-04</u>	
FEIN Number <u>88-2467369</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$ <u>400</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
<input checked="" type="checkbox"/> Publication fee	\$ <u>20</u>
TOTAL FEE	\$ <u>520</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Drop In Again LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Meddaway</u>	(First) <u>Elizabeth</u>	(Middle Name) <u>Ann</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2963 WI-73 Wis Rapids WI 54495</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name <u>Kasten</u>	(First) <u>Tami</u>	(Middle Name) <u>Louise</u>	Home Address (Street, City or Post Office, & Zip Code) <u>3953 George Rd Wis Rapids WI 54495</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Drop In Again LLC Business Phone Number 715-423-9717

2. Address of Premises 2963 WI-73 Post Office & Zip Code Wis Rapids WI 54495

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Entire Building to include Bar Area, Dining Area, Living Quarters, Restrooms, All Storage Areas
Building Square Footage of 2686 square feet

4. Legal description (omit if street address is given above): _____

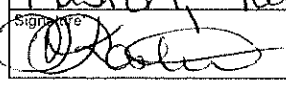
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? Cheryl Vechinski dba

Monkey's Bar

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 4.19.22 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Kasten, Tami L</u>	Title/Member <u>agent</u>	Date <u>6.10.22</u>
Signature 	Phone Number <u>715.424.6944</u>	Email Address <u>9plustc_tami@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of Wise Rapids County of Wood

The undersigned duly authorized officer/member/manager of Drop In Again LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Drop In Again LLC
(Trade Name)

located at 2963 W1-73

appoints Tami L Hasten
(Name of Appointed Agent)
3953 George Rd Wise Rapids WI 54495
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 51 years

Place of residence last year 3953 George Rd Wise Rapids WI 54495

For: Drop In Again LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Elizabeth K. Mouldough
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Tami L Hasten, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Tami L Hasten 6-10-22 Agent's age 51
(Signature of Agent) (Date)
3953 George Rd Wise Rapids WI 54495 Date of birth 9-13-70
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 6/29/2022 by Mark S. Farnsworth Title POLICE CHIEF
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Appointment of Successor Agent – Retail Licenses

Submit this form to your licensing authority with a \$10 processing fee.

If there is a change in agent, each club, corporation, or limited liability company that holds a retail license to sell fermented malt beverages and/or intoxicating liquor must appoint a successor agent and have the appointment approved by the licensing authority pursuant to sec. 125.04(6), Wis. Stats. The following questions must be answered by the agent, and the appointment must be signed by an officer of the corporation/organization or one member of the limited liability company (only one signature is required).

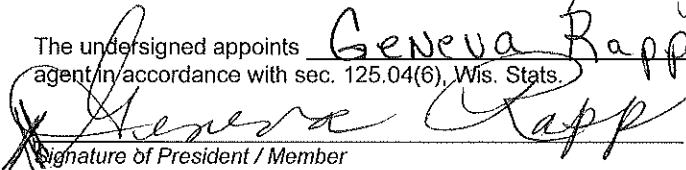
Section 1: Licensee Information and Acknowledgement

Licensee Name

Westside Express Mart, LLC

Reason for Cancellation of Appointed Agent

Death of Owner/Agent

The undersigned appoints Geneva Rapp as agent in accordance with sec. 125.04(6), Wis. Stats.
Signature of President / Member

Date

6/8/2022

Section 2: Agent Information and Acknowledgement

Agent Name

Geneva Rapp

Mailing Address

1093 Kings Way

City or Post Office

NeKosaa

State

WI

Zip Code

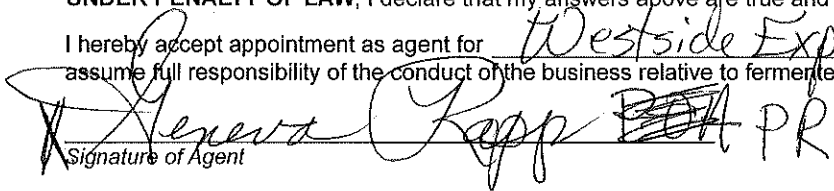
54457

Agent Questions

Yes No

- | | | |
|---|-------------------------------------|-------------------------------------|
| 1. Are you of legal drinking age? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you been a resident of Wisconsin for at least 90 continuous days prior to the date of appointment as agent? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever been convicted of a federal law violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Have you ever been convicted of a state law violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Have you ever been convicted of a local ordinance violation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Have you completed the required responsible beverage server training course per sec. 125.04(5)(a)5, Wis. Stats.? ... | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

UNDER PENALTY OF LAW, I declare that my answers above are true and correct to the best of my knowledge and belief.

I hereby accept appointment as agent for Westside Express Mart, LLC and assume full responsibility of the conduct of the business relative to fermented malt beverages and intoxicating liquors.
Signature of Agent

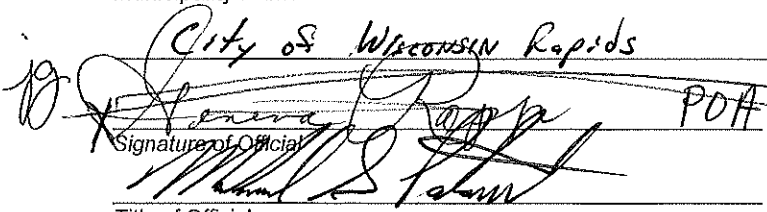
Date

6/8/2022

Section 3: Licensing Authority Approval

Municipality Name

City of Wisconsin Rapids


Signature of Official

Date

6/8/2022

Title of Official

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Rapp		(first name) Geneva		(middle name) Jane	
Home Address (street/route) 1093 Kings Way		Post Office	City NeKoosa	State WI	Zip Code 54457
Home Phone Number 715-325-3535		Age 83	Date of Birth 01/04/1939	Place of Birth Little Birch, WV	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ **PR Agent** of **Westside Express Mart, LLC**
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? **50 yrs.**
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No

If yes, identify. **Saratoga Mini Mart, 8810 Hwy 13 So, Saratoga** **Plover Express Mart**
Both Class A Liquor & Beer Licenses (Name, Location and Type of License/Permit) **2621 Plover Rd, Plover**

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify.

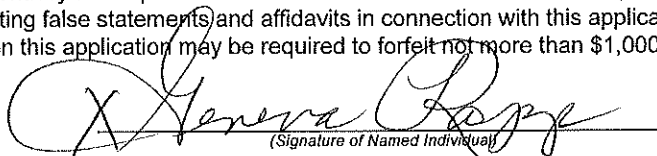
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Rapp's Moving & Stg.	Employer's Address 430 Fremont St.	Employed From 1975	To Present
Employer's Name	Employer's Address	Employed From	To

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

CL # 8179
3/22/2022 # 5499

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of Wisconsin Rapids
County of Wood

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.
at the premises described below during a special event beginning Aug 26, 2022 at 7pm and ending at 10pm and agrees to
comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages
and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society
→ Veteran's Organization Fair Association
☒ A Chamber of Commerce or similar Civic or Trade Organization organized
under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tonski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where
Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Aug 26, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/2022**
(Officer Signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

Application Date: _____

☐ Town ☐ Village ☒ City of Wisconsin Rapids

County of Wood

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30 PM 9/22/22 and ending 7:30 PM 9/22/22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats. Non-profit corp.

(a) Name Central Wisconsin Cultural Center

(b) Address 2651 8th St South Wisconsin Rapids WI 54494

(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 1996

(d) If corporation, give date of incorporation 12/13/1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Stephen Kipfer 5213 BLACK DAN RD WINTER WI 54986

Vice President Jim Lucas 1930 1ST ST NORTH WIS RAPIDS WI 54494

Secretary Stephany Hartman 3130 45TH CT WIS RAPIDS WI 54494

Treasurer _____

(g) Name and address of manager or person in charge of affair: Connie Tomski-Faville 441 2nd St S, WRS Rapids Wisconsin 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Same as above.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? All.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event *The Scratchboard Art of Alex Hewitt and Pat Ruesch*Exhibit Opening Reception

(b) Dates of event 9/22/22

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Stephen Kipfer
(Signature / Date) 6/22/22

Central Wisconsin Cultural Center

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

OK # 8171 3/22/2022
#5497

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of **Wisconsin Rapids**
County of **Wood**

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.

at the premises described below during a special event beginning Sept 30, 2022 at 7pm and ending at 10pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society

→

Veteran's Organization Fair Association

- ☒ A Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tonski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Sept 30, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/2022**
(Officer signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions. /

FEE \$ 10.00

☐ Town ☐ Village ☒ City of WISCONSIN RAPIDS

Application Date: _____

County of WOOD

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6pm-9 Oct 1 and ending 9pm Oct 1 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association

☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name CENTRAL WIS CULTURAL CENTER NON-PROFIT CORP

(b) Address 2651 8TH ST SOUTH WIS RAPIDS WI 54494
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 1996

(d) If corporation, give date of incorporation 12/13/1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President STEVE KIPFER 5213 BLACK DAN RD WINTER WI 54986

Vice President Jim LUCAS 1930 1ST ST NORTH WIS RAPIDS WI 54494

Secretary STEPHANIE HARTMAN 3130 45TH CT WIS RAPIDS WI 54494

Treasurer _____

(g) Name and address of manager or person in charge of affair: CONNIE TOMSKI-PAVILLE
441 SECOND ST SOUTH WIS RAPIDS WI 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number SEE 1A ABOVE.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event ART ON TAP

(b) Dates of event OCT 1 2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____

(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

CK#8171 3/22/2022
#5497

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of Wisconsin Rapids
County of Wood

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.

at the premises described below during a special event beginning Oct 28, 2022 at 7pm and ending at 10pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society
→ Veteran's Organization Fair Association

☒ A Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tonski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event

Oct 28, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper **2/22/2022**
(Officer Signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 500

☐ Town ☐ Village ☒ City of WISCONSIN RAPIDS

Application Date: _____
County of WOOD

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30pm 11/10/22 and ending 7:30pm 11/10/22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association
☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name CENTRAL WISCONSIN CULTURAL CENTER NON-PROFIT CORP

(b) Address 2651 8TH ST SOUTH WIS RAPIDS WI 54494
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1996

(d) If corporation, give date of incorporation 12/13/1996

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President STEVE KIPFER 5213 BLACK DICK RD WINTER WI 54986

Vice President AM LUCAS 1930 1ST ST NORTH WIS RAPIDS WI 54494

Secretary STEPHAN HARTMAN 3130 45TH CT WIS RAPIDS WI 54494

Treasurer _____

(g) Name and address of manager or person in charge of affair: CONNIE TOMSKI-PAVILLE
441 SECOND ST SOUTH WIS RAPIDS WI 54494

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number SEE 1A ABOVE.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event HOLIDAY GIFTS & ART FAIR

(b) Dates of event NOV 10, 2022

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer _____

(Signature / Date)

(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

CK# 8179 3/22/2022
#5497

Application for Temporary Class "B" I "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$5.00

City of Wisconsin Rapids
County of Wood

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.81 (10), Wis. Stats.
at the premises described below during a special event beginning Nov 25, 2022 at 7pm and ending at 10pm and agrees to
comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages
and/or wine if the license is granted.

1. Organization (check appropriate box) Bona fide Club Church Lodge/Society
→
Veteran's Organization Fair Association

☒ A Chamber of Commerce or similar Civic or Trade Organization organized
under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address **2651 8th St South, Wisconsin Rapids, WI 54494**

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tomski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where
Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot Block

(c) Do premises occupy all or part of building? **All of building.**

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: **Open Mic**

(b) Dates of event **Nov-25, 2022 7-10pm**

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper *2/22/22*
(Officer Signature / Date)

PRESIDENT

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Application for Temporary Class "B" | "Class B" Retailer's License
Information on reverse side. Contact the municipal clerk if...

Application Date: 2/22/2022

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 12581 (10), Wis. Stats.
☐ the premises described below during a special event held on Dec 30, 2016

at the premises described below during a special event beginning Dec 30, 2022 at 7pm and ending at 10pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) ☒ Bona fide Club ☐ Church ☐ Lodge/Society

Veteran's Organization Fair Association

☒ A Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181.1 Wis. Stats. **501(c)(3) corporation**

(a) Name **Central Wisconsin Cultural Center**

(b) Address 2651 8th St South, Wisconsin Rapids, WI 54494

(c) Date organized **1996**

(d) If corporation, give date of incorporation **Dec 13, 1996**

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President **Stephen Kipfer, 5213 Black Dan Rd, Winter, WI 54986**

Vice President **Jim Lucas, 1930 1st St North, Wisconsin Rapids, WI 54494**

Secretary **Stephany Hartman, 3130 45th Ct, Wisconsin Rapids, WI 54494**

Treasurer

(g) Name and address of manager or person in charge of affair: **Connie Tomski-Faville, 441 Second St South, Wisconsin Rapids, WI 54494**

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number **Same as above.**

(b) Lot	Block
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98	98
99	99
100	100

(c) Do premises occupy all or part of building? All of building.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event: Open Mic

(b) Dates of event

Dec 30, 2022 7-10pm

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1000.

Stephen Kipper 2/22/22

PRESIDENT (Officer Signature / Date)

Central Wisconsin Cultural Center (Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____