

**GRANTON AREA SCHOOL DISTRICT  
217 NORTH MAIN STREET  
REGULAR SCHOOL BOARD MEETING  
MONDAY, DECEMBER 13, 2021 @ 6:45 PM  
GRANTON COMMUNITY LIBRARY**

**Amended 12/9/2021**

**I. REGULAR BUSINESS**

- A. Call to Order
- B. Roll Call
- C. Verification of Notice to Public
- D. Pledge of Allegiance
- E. Approval of Agenda
- F. Consent Agenda
  - a. Previous Minutes
  - b. Financial Reports
- G. Other
  - a. Spotlight on Education
    - i. District Report Card
    - ii. Student of the Month
    - iii. Staff of the Month

**II. STUDENT COUNCIL REPRESENTATIVE INPUT/REMARKS**

**III. PUBLIC COMMENTS**

**IV. AGENDA ITEMS**

- A. Check Register
- B. Safety Drill Report
- C. Middle School Wrestling Program
- D. Spring Sports/Athletic Teams
- E. Grant Writer
- F. 2022-23 School Calendar
- G. Personnel

**V. OTHER REPORTS**

- A. School Board Committee Reports
- B. Principal's Report
- C. Superintendent's Report
- D. Other
  - a. Strategic Plan Update

**VI. CORRESPONDENCE**

**VII. EXECUTIVE SESSION**

- A. Convene in Executive Session under Wisconsin Statute 19.85 (1)(c)
- B. Return to Open Session

**VIII. ADJOURNMENT**

This meeting notice may be supplemented in order to comply with Wisconsin's open meetings law. If this notice is supplemented, the final notice will be posted and provided to the media no later than 24 hours prior to the meeting or no later than 2 hours prior to the meeting, in the event of an emergency.

# TREASURERS REPORT

11302021

- Net of Funds 10, 21, 27, 29, 50, 80  
\$ 548,124.86
- Fund 21 Trust & Agency  
\$ 5,340.88
- Fund 38 & 39 Debt Service  
\$ 27,783.87
- Fund 46 Capital Improvements  
\$ 83,406.43
- Fund 60 Activity Account  
\$ 99,336.59
- Fund 72 Scholarships  
\$ 93,575.75
- Fund 73 Trust Fund  
\$ 261,527.66

GRANTON AREA SCHOOL DISTRICT BANK BALANCE  
AS OF 11-30-21

FUND	COMPUTER ACCOUNT		BANK STATEMENT	
FUND 10-GENERAL	10-7110	-89,654.38		
FUND 21-SPECIAL REVENUE TRUST	21-7110	5,340.88		
FUND 27-PACKAGE CONTRACT	27-7110	-156,963.35		
FUND 50- FOOD SERVICE	50-7110	26,185.00		
FUND 80-COMMUNITY SERVICE	80-7110	245,958.61		
TOTAL IN GENERAL CHECKING ACCOUNT		30,866.76		
TOTAL IN RESERVE ACCOUNT		<u>517,258.10</u>		
TOTAL OF FUNDS 10,21,27,29,50 & 80		\$548,124.86		
			GENERAL	\$30,866.76
			RESERVE	517,258.10
FUND 21 TRUST AND AGENCY	21-7121	\$5,340.88	NET CASH	\$548,124.86
FUND 38 & 39-DEBT SERVICE	39-7110	\$27,783.87		
FUND 46 CAPITAL IMPROVEMENTS	46-7110	\$83,406.43		
FUND 49 CONSTRUCTION PROJECT	49-71100	\$0.00		
FUND 60 ACTIVITY ACCOUNTS	60-7110	\$99,336.59		
FUND 72 SCHOLARSHIPS	72-7110	\$93,575.75		
FUND 73 EXPENDABLE TRUST FUND	73-71100	\$261,527.66		

Special School Board Meeting  
Monday, October 25, 2021 7:00 PM Central

Granton School Central Gym  
217 North Main Street  
Granton, WI 54436

## **I. REGULAR BUSINESS**

### **I.A. Call to Order**

Meeting called to order at 7:30 pm by President Theresa Hasz.

### **I.B. Roll Call**

Doug Eichten - here, Paul Knoff - here, Dennis Kuehn - here, Cheryl Steinbach - absent, Theresa Hasz - here. Also present were District Administrator James Kuchta, Bookkeeper Joseph Andrashie, District Administrative Assistant Sheila Kind, and four community/staff members.

### **I.C. Verification of Notice to Public**

Notice to Public was posted at the Granton School, Citizen's State Bank, Granton Post Office, the school website, and provided to the TRG.

### **I.D. Pledge of Allegiance**

The Pledge of Allegiance was led by President Theresa Hasz.

### **I.E. Approval of Agenda**

Motion to approve agenda as presented. This motion, made by Paul Knoff and seconded by Douglas Eichten. Voice vote. Motion carried.

## **II. AGENDA ITEMS**

### **II.A. Final approval of budget & tax levies for the 2021-22 school year.**

Motion to approve the 2021-22 budget and tax levy in the amount of \$1,105,605 (General Fund 10 \$765,210, Debt Service Fund 39 \$310,395, Community Service Fund 80 \$30,000) to operate the School District for the 2021-22 school year. This motion, made by Douglas Eichten and seconded by Dennis Kuehn. Voice vote. Motion carried.

## **III. ADJOURNMENT**

Motion to adjourn at 7:32 pm. This motion, made by Paul Knoff and seconded by Douglas Eichten. Voice vote. Motion carried.

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Douglas Eichten, Clerk

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Theresa Hasz, President

**I. REGULAR BUSINESS**

I.A. Call to Order

Meeting called to order at 6:46 pm by President Theresa Hasz.

I.B. Roll Call

Doug Eichten - absent, Paul Knoff - absent, Dennis Kuehn - here, Cheryl Steinbach - here, Theresa Hasz - here. Also present was District Administrator James Kuchta, Principal Amanda Kraus, Student Council Representative Samantha Martin, District Administrative Assistant Sheila Kind, and three community/staff members. Eichten arrived at 6:47 pm.

I.C. Verification of Notice to Public

Notice to Public was posted at the Granton School, Citizen's State Bank, Granton Post Office, the school website and published in the TRG.

I.D. Pledge of Allegiance

Pledge of Allegiance was led by President Theresa Hasz.

I.E. Approval of Agenda

Motion to approve the agenda as presented. This motion, made by Dennis Kuehn and seconded by Cheryl Steinbach. Voice vote. Motion carried.

I.F. Consent Agenda

Motion to approve the consent agenda, which includes minutes of the October 6, 2021 special board meeting, minutes of the October 11, 2021 regular board meeting, and review of financial reports. This motion, made by Dennis Kuehn and seconded by Douglas Eichten. Voice vote. Motion carried.

<b><u>FINANCIAL REPORT:</u></b>	Net of Funds 10, 21, 27, 29, 50, 80	\$ 905,439.03
	Fund 21 Trust & Agency	\$ 5,340.88
	Fund 38 & 39 Debt Service	\$ 27,781.43
	Fund 46 Capital Improvements	\$ 83,395.46
	Fund 60 Activity Account	\$ 97,869.38
	Fund 72 Scholarships	\$ 93,542.83
	Fund 73 Trust Fund	\$ 261,527.66

I.G. Other

I.G.a. Spotlight on Education

What makes Granton special? Mrs. Kraus presented information on promoting all the great things happening at Granton School.

I.G.a.i. Student of the Month

Students of the Month are: Elementary - Ethan Elmhorst; MS - Perpetua Thomas; and HS - Samantha Martin

I.G.a.ii. Staff of the Month  
Dale Rollins is the Staff Person of the Month.

## **II. STUDENT COUNCIL REPRESENTATIVE INPUT/REMARKS**

Student Council Representative Samantha Martin reported on FFA activities, Student Council activities, National Honor Society blood drive, Visioneers Art night, and girls basketball & hockey practices.

## **III. PUBLIC COMMENTS**

A community member inquired who the girls' basketball coaches are.

## **IV. AGENDA ITEMS**

### **IV.A. Check Register**

Motion to approve checks 43845-43897 for \$104,787.16, Fund 60 Activity Account 20202 for \$300.00, and payroll for \$82,210.98. This motion, made by Douglas Eichten and seconded by Dennis Kuehn. Voice vote. Motion carried.

### **IV.B. Out of State Field Trip**

Motion to approve the out of state field trips to Minnesota. This motion, made by Cheryl Steinbach and seconded by Douglas Eichten. Voice vote. Motion carried.

### **IV.C. New Student Club**

Motion to approve the new student club, FCA. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Voice vote. Motion carried.

### **IV.D. Wisconsin Association of School Boards (WASB) Annual Convention**

Motion to appoint Theresa Hasz as the WASB delegate for the State Convention in January 2022. This motion, made by Douglas Eichten and seconded by Cheryl Steinbach. Voice vote. Motion carried.

### **IV.E. Board Policy Review**

Motion to approve School Board Policy Chapter 7, Section C as presented. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Voice vote. Motion carried.

### **IV.F. Personnel**

Discussion on personnel items moved to Executive Session.

## **V. OTHER REPORTS**

### **V.A. School Board Committee Reports**

There were no School Board Committee reports this month.

### **V.B. Principal's Report**

1) Middle School Discovery Day

#### V.C. Superintendent's Report

1) Granton Community Child Care Center (GCCCC) update; 2) Tower & tree removal update; 3) Special Ed Self-Assessment update; 4) Visit to Fall Creek & Mondovi Schools; 5) Forward Bank information; 6) Safe Return to In-Person Instruction and Continuity of Services Plan [https://www.granton.k12.wi.us/cms\\_files/resources/Granton%20Safe%20Return%20to%20In-Person%20and%20Continuity%20of%20Services%20Plan.pdf](https://www.granton.k12.wi.us/cms_files/resources/Granton%20Safe%20Return%20to%20In-Person%20and%20Continuity%20of%20Services%20Plan.pdf)

#### V.D. Other

### VI. CORRESPONDENCE

There was no correspondence this month.

### VII. EXECUTIVE SESSION

#### VII.A. Convene in Executive Session under Wisconsin Statute 19.85 (1)(c)

Motion to convene in Executive Session at 7:26 pm for the purpose of discussing/taking action under Wisconsin Statute 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. This motion, made by Cheryl Steinbach and seconded by Douglas Eichten. Roll call vote. Paul Knoff: Absent, Douglas Eichten: Yea, Theresa Hasz: Yea, Dennis Kuehn: Yea, Cheryl Steinbach: Yea. Motion carried.

#### VII.B. Return to Open Session

Motion to move from Executive Session to Regular Session at 7:54 pm. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Roll call vote. Paul Knoff: Absent, Douglas Eichten: Yea, Theresa Hasz: Yea, Dennis Kuehn: Yea, Cheryl Steinbach: Yea. Motion carried.

School Board Clerk reported no action taken in Executive Session.

Motion to approve the resignation of Ruth Buettner, teacher aide. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Voice vote. Motion carried.

Motion to approve hiring Omar Young as the JV boys basketball coach. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Voice vote. Motion carried.

Motion to approve hiring Autumn Lloyd as vocal music teacher for second semester. This motion, made by Dennis Kuehn and seconded by Cheryl Steinbach. Voice vote. Motion carried.

Motion to approve Annette Woller as the assistant varsity girls basketball coach. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Voice vote. Motion carried.

Motion to approve hiring Darrell Laschen and Parker Vivoda as co-coaches for wrestling. This motion, made by Dennis Kuehn and seconded by Douglas Eichten. Voice vote. Motion carried.

VIII. **ADJOURNMENT**

Motion to adjourn at 7:58 pm. This motion, made by Cheryl Steinbach and seconded by Dennis Kuehn. Voice vote. Motion carried.

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Douglas Eichten, Clerk

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Theresa Hasz, President

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# Granton School District

— Report Card Presentation —

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# Report Card Components

<b>Achievement</b>	<b>Growth</b>	<b>Target Group Outcomes</b>	<b>On-Track to Graduation</b>
<p>5%</p> <p><b>Achievement:</b> students' level of knowledge and skills attained compared against state academic standards in English language arts (ELA) and mathematics.</p>	<p>45%</p> <p><b>Growth:</b> how rapidly students are gaining knowledge and skills from year to year, focusing on the pace of improvement in students' performance.</p>	<p>25%</p> <p><b>Target Group Outcomes:</b> outcomes for students with the lowest test scores in their school - the Target Group. Outcomes are displayed for achievement, growth, chronic absenteeism, and attendance or graduation rate.</p>	<p>25%</p> <p><b>On-Track to Graduation:</b> how successfully students are achieving educational milestones that predict later success.</p>

<i>Accountability Rating Category</i>	<i>Accountability Score Range</i>	
	<i>Minimum</i>	<i>Maximum</i>
Significantly Exceeds Expectations - ★★★★★	83	100
Exceeds Expectations - ★★★★★☆	70	82.9
Meets Expectations - ★★★☆☆	58	69.9
Meets Few Expectations - ★★☆☆☆	48	57.9
Fails to Meet Expectations - ★☆☆☆☆	0	47.9

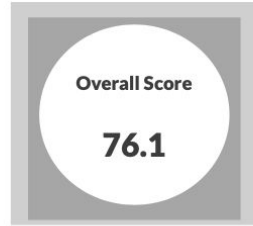
# Report Card

Score Categories

# District Report Card Data

3-12: Testing Data  
K-12: Attendance

## Score Summary

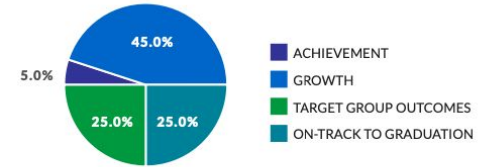


Exceeds Expectations



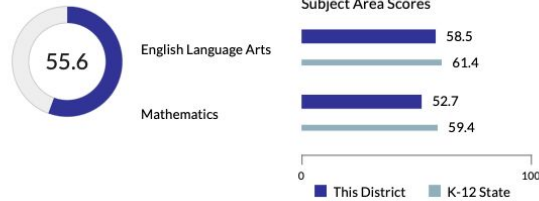
**!** Due to the COVID-19 pandemic, please use caution when interpreting scores and ratings. Careful review of the detailed data on all pages is encouraged. Also, see <https://dpi.wi.gov/accountability/resources>.

## PRIORITY AREA WEIGHTS

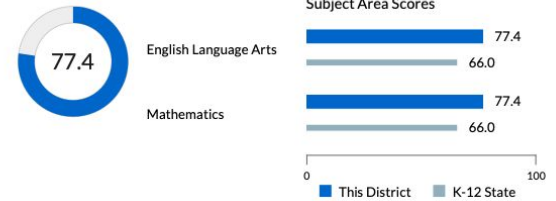


## Priority Area Scores

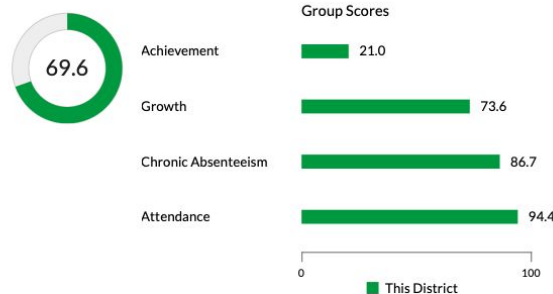
### ACHIEVEMENT



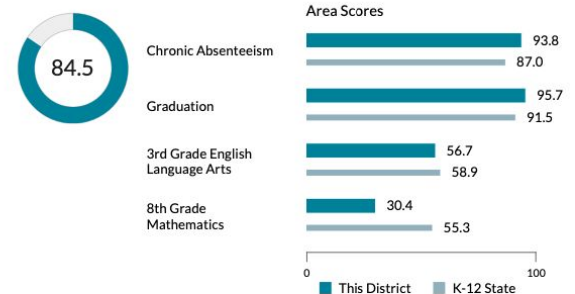
### GROWTH



### TARGET GROUP OUTCOMES



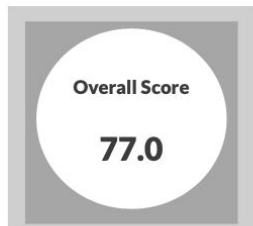
### ON-TRACK TO GRADUATION



# Elementary Report Card Data

3-5: Testing Data  
K-5: Attendance

## Score Summary

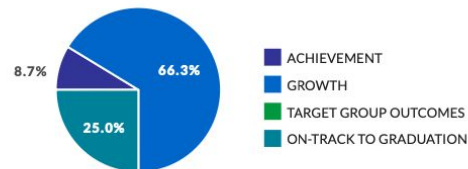


Exceeds Expectations



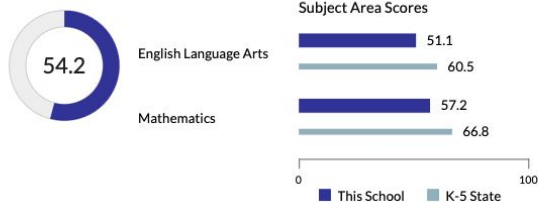
Due to the COVID-19 pandemic, please use caution when interpreting scores and ratings. Careful review of the detailed data on all pages is encouraged. Also, see <https://dpi.wi.gov/accountability/resources>.

## PRIORITY AREA WEIGHTS

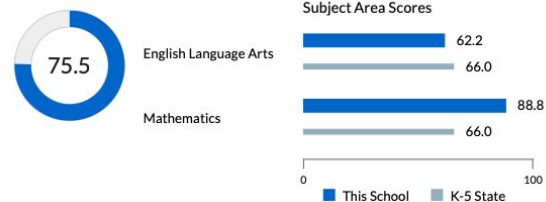


## Priority Area Scores

### ACHIEVEMENT



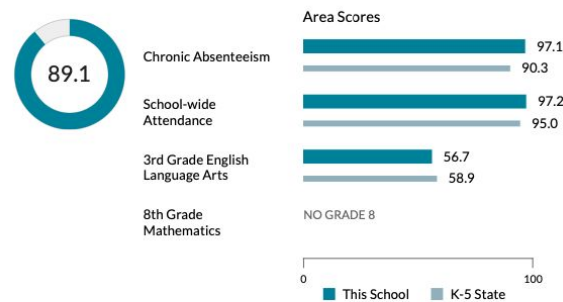
### GROWTH



### TARGET GROUP OUTCOMES



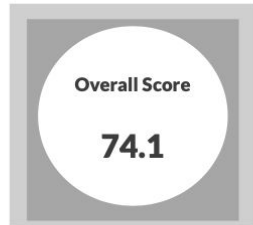
### ON-TRACK TO GRADUATION



# Secondary Report Card Data

6-12: Testing Data  
6-12: Attendance

## Score Summary

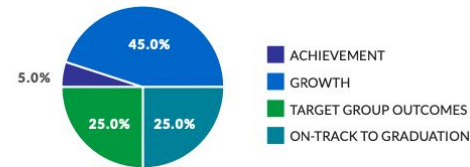


Due to the COVID-19 pandemic, please use caution when interpreting scores and ratings. Careful review of the detailed data on all pages is encouraged. Also, see <https://dpi.wi.gov/accountability/resources>.

Exceeds Expectations



## PRIORITY AREA WEIGHTS

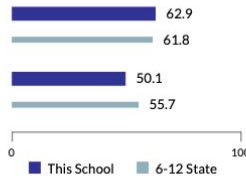


## Priority Area Scores

### ACHIEVEMENT



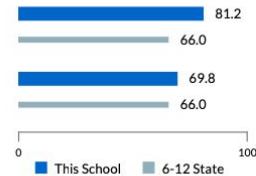
#### Subject Area Scores



### GROWTH



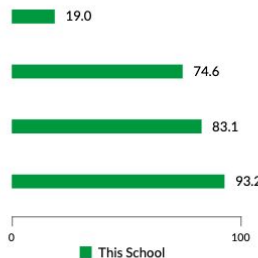
#### Subject Area Scores



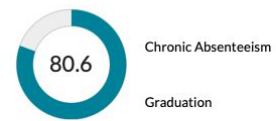
### TARGET GROUP OUTCOMES



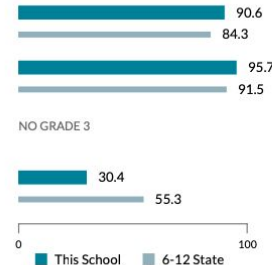
#### Group Scores



### ON-TRACK TO GRADUATION



#### Area Scores



VENDOR	CHECK		AMOUNT	INVOICE	INVOICE
	NUMBER	DATE		NUMBER	DESCRIPTION
CITIZEN'S STATE BANK	43898	11/04/2021	595.00	20211105AD	Payroll accrual
CITIZEN'S STATE BANK	43899	11/04/2021	225.00	OCT 21	ANDRASHIE-HSA
ADVANCED SYSTEMS SER	43900	11/10/2021	22.49	2219-41209	SUPPLIES
AMAZON WEB SERVICES	43901	11/10/2021	437.02	890648457	OCT 21
AT&T	43902	11/10/2021	551.17	6693965601	SEP 1-30
BASCHE, PATRICIA	43903	11/10/2021	1,809.66	SEP 28-OCT	SE SERVICES
BAUERNFEIND BUSINESS	43904	11/10/2021	43.40	INV126964	STAPLES
BAUERNFEIND BUSINESS	43904	11/10/2021	202.04	INV126729	TONER
BELLIN HEALTH	43905	11/10/2021	35.00	13784199	DRUG SCREEN
BOARDMAN & CLARK LLP	43906	11/10/2021	88.50	242943	LEGAL MATTERS
BUSHMAN DAIRY DIST I	43907	11/10/2021	4.80	L-352858	MILK 11-4
BUSHMAN DAIRY DIST I	43907	11/10/2021	4.80	L-418808	MILK 10-04
BUSHMAN DAIRY DIST I	43907	11/10/2021	11.00	L-418875	MILK 10-07
BUSHMAN DAIRY DIST I	43907	11/10/2021	9.85	L-418739	MILK 09-30
BUSHMAN DAIRY DIST I	43907	11/10/2021	11.00	L-418738	MILK 09-30
BUSHMAN DAIRY DIST I	43907	11/10/2021	32.40	L-418702	MILK 09-23
BUSHMAN DAIRY DIST I	43907	11/10/2021	4.80	L-418776	MILK 10-28
CDW-G	43908	11/10/2021	2,000.00	L214832	TRUTOUCH MULTI-TOUCH LARSON, H
CDW-G	43908	11/10/2021	2,000.00	M158067	TRUTOUCH MULTI-TOUCH WOLLER
CDW-G	43908	11/10/2021	842.25	M546406	NEWLINE TRULIFT BALANCEBOX
CESA # 10	43909	11/10/2021	11,501.50	5002200010	TITLE ALLOCATIONS
CESA # 6	43910	11/10/2021	2,400.00	38030	TPES ESPES SAPES 21-22
CESA # 6	43910	11/10/2021	115.00	37808	BASCHE TRAINING
CHESTNUT CONSULTING	43911	11/10/2021	1,833.33	MSP-9009	TECH SRVS NOV 21
CINTAS CORPORATION	43912	11/10/2021	126.45	4098730406	CLEANING SUPPLIES
CINTAS CORPORATION	43912	11/10/2021	126.45	4100058810	CLEANING SUPPLIES
CITIZEN'S STATE BANK	43913	11/10/2021	365.00	LODGING	WSCA-CONF NOV 10-12 SCHMITZ
CITIZEN'S STATE BANK	43913	11/10/2021	356.35	LODGING/CO	WILDERNESS-CONF NOV 10-12 SCHMITZ
COMPLETE CONTROL INC	43914	11/10/2021	492.50	SRVCE04387	UNIT VENT OUTSIDE DAMPER
COMPLETE CONTROL INC	43914	11/10/2021	8,993.40	PB1053	PART BILLING HVAC UPGRADE
COMPLETE CONTROL INC	43914	11/10/2021	69,948.00	JC9784	BOILER ROOM PHASE 1 HAVAC
DELTA DENTA OF WI	43915	11/10/2021	494.64	20211105AF	Payroll accrual
GAGGLE	43916	11/10/2021	1,670.00	INV00990	GMAIL CONTRACT
GENTEMAN ENTERPRISES	43917	11/10/2021	725.00	110320213	STEPS/RAILINGS
GRANTON HARDWARE	43918	11/10/2021	62.42	016461	MAIN SUPPLIES
GROSS MOTORS INC	43919	11/10/2021	1,561.48	469393	GREEN VAN
GROSS MOTORS INC	43919	11/10/2021	216.25	SO #470300	SENSOR FOR RED VAN
GROSS MOTORS INC	43919	11/10/2021	44.10	SO #469796	SILVER VAN OIL CHANGE
H & B SPECIALIZED PR	43920	11/10/2021	2,535.00	31712	BASKETBALL GENERAL
H & B SPECIALIZED PR	43920	11/10/2021	5,677.00	31713	BACKBOARD REPAIRS
INDIANHEAD FOOD SERV	43921	11/10/2021	225.06	INV-233583	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	100.32	INV-233588	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	165.52	INV-233591	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	255.70	INV-233595	KITCHEN SUPPLIES
INDIANHEAD FOOD SERV	43921	11/10/2021	270.61	INV-233596	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	1,138.87	INV-233600	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	278.65	INV-219838	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	88.83	INV-219857	KITCHEN SUPPLIES
INDIANHEAD FOOD SERV	43921	11/10/2021	253.34	INV-219863	DAYCARE FOOD
INDIANHEAD FOOD SERV	43921	11/10/2021	645.34	INV-219866	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	1,550.49	INV-219880	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	724.49	INV-222179	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	211.38	INV-222180	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	232.32	INV-222182	FOOD SUPPLY

VENDOR	CHECK		AMOUNT	INVOICE	
	NUMBER	DATE		NUMBER	DESCRIPTION
INDIANHEAD FOOD SERV	43921	11/10/2021	362.78	INV-222185	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	5.25	INV-222183	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	313.26	INV-222190	FOOD SUPPLY
INDIANHEAD FOOD SERV	43921	11/10/2021	16.32	INV-222191	KITCHEN SUPPLIES
INDIANHEAD FOOD SERV	43921	11/10/2021	1,786.27	INV-222206	FOOD SUPPLY
JOHNSON CONTROLS	43922	11/10/2021	586.00	22592233	FIRE
KUCHTA, JAMES	43923	11/10/2021	87.65	REMBSE	OCT 15-NOV 5
LAKESHORE LEARNING M	43924	11/10/2021	59.99	3968970831	KINDER SUPPLIES
MADISON NATIONAL LIF	43925	11/10/2021	0.00	20211105AF	Payroll accrual
MARSHFIELD BOOK & ST	43926	11/10/2021	3,568.26	360476	DESK-KUCHTA
MARSHFIELD BOOK & ST	43926	11/10/2021	3,685.38	360478	DESK-CRAMER
MARSHFIELD LABS	43927	11/10/2021	183.00	349417	TESTS-JANSEN, GORST FLU SHOTS
MARSHFIELD LABS	43927	11/10/2021	20.00	N1467C	PAGENKOPF TEST
MENARDS	43928	11/10/2021	65.98	29784	BLACK POLY
MIDAMERICA BOOKS	43929	11/10/2021	786.00	536659	LIB BOOKS
MISSISSIPPI WELDERS	43930	11/10/2021	1,107.50	GRAAR1	STEEL WIRE, CYLINDERS, ARGON
MITTEN'S	43931	11/10/2021	978.95	130898	FREEZER
MUELLER ELECTRIC OF	43932	11/10/2021	1,359.94	17138	REMAINDER OF BILL FOR LIGHT REPLACEMENT
NASCO	43933	11/10/2021	413.07	172547	SCIENCE SUPPLIES
NASCO	43933	11/10/2021	3,106.28	176640	16 ART SUPPLIES
NATIONAL ELEVATOR IN	43934	11/10/2021	85.00	11363079	ELEVATOR INSPECTION
NDSM HOLDINGS, LLC	43935	11/10/2021	458.92	757125	MILK 10-7
NDSM HOLDINGS, LLC	43935	11/10/2021	512.63	757208	MILK 10-14
NDSM HOLDINGS, LLC	43935	11/10/2021	485.51	756840	MILK 10-21
NDSM HOLDINGS, LLC	43935	11/10/2021	404.68	756872	MILK 10-28
NEILLSVILLE SCHOOL D	43936	11/10/2021	972.22	0001968	SEPT BILLING ERICKSON
OAK RIDGE CHEMICAL I	43937	11/10/2021	65.92	074190	OIL BASED GYM FINISH PAIL
PH HOSPITALITY GROUP	43938	11/10/2021	173.00	0132702930	PIZZA
PH HOSPITALITY GROUP	43938	11/10/2021	197.00	0132702930	PIZZA
PH HOSPITALITY GROUP	43938	11/10/2021	173.00	0132702580	PIZZA
PH HOSPITALITY GROUP	43938	11/10/2021	197.00	0132702580	PIZZA
PROVISION PARTNERS C	43939	11/10/2021	2,410.06	189025	FUEL OCT 1-28
QUALITY DOOR & HARDW	43940	11/10/2021	57.65	708509	CHIME
REALITY WORKS	43941	11/10/2021	1,159.75	31385	KIT/MODEL
REIDER, KATHRYN	43942	11/10/2021	86.43	REMBSE	FEEDING AMERICA-FESTIVAL FOODS
ROGERS GROCERY	43943	11/10/2021	19.95	28344	PEPPERONI
ROGERS GROCERY	43943	11/10/2021	32.40	229113	GROCERY PRODUCE
ROGERS GROCERY	43943	11/10/2021	6.57	29314	CUPS/CARDS
RUSSELL'S OF NEILLSV	43944	11/10/2021	1,049.00	322420/1	FREEZER
SAV-RITE BUILDING CE	43945	11/10/2021	8.46	880542	MAIN SUPPLIES
SECURITY HEALTH PLAN	43946	11/10/2021	18,636.85	20211105AF	Payroll accrual
SECURITY HEALTH PLAN	43946	11/10/2021	3,394.65	20211105AF	Payroll accrual
SECURITY HEALTH PLAN	43946	11/10/2021	29,174.35	20211105BF	Payroll accrual
SECURITY HEALTH PLAN	43947	11/10/2021	217.65	ARAC021311	RETIREE INS-WILLIAMS, G
SECURITY HEALTH PLAN	43947	11/10/2021	191.65	ARAC021311	RETIREE INS-WILLIAMS, D
STEVE WEISS MUSIC	43948	11/10/2021	99.80	INV1085146	PRACTICE PADS
SUPREME SCHOOL SUPPL	43949	11/10/2021	90.07	134445	DISCIPLINE FORMS
SYMMETRY ENERGY SOLU	43950	11/10/2021	1,617.79	12103264	SEP 30-OCT 31
TEAM SPORTING GOODS	43951	11/10/2021	3,081.00	AAF021092	POLOS
TIERNEY BROTHERS INC	43952	11/10/2021	2,229.00	855525	LED TOUCH SCREEN DISPLAY
TP PRINTING COMPANY	43953	11/10/2021	929.84	181728	OCT 21 ADV
VERIZON WIRELESS	43954	11/10/2021	320.08	9891328050	SEP 24-OCT 23
WE ENERGIES	43955	11/10/2021	571.30	0708921108	GAS OCT 21
WELLS FARGO	43956	11/10/2021	20.83	5017347009	OCT 16-NOV 15

VENDOR	CHECK		AMOUNT	INVOICE	
	NUMBER	DATE		NUMBER	DESCRIPTION
WEST MUSIC CO	43957	11/10/2021	402.92	SI2058119	MUSIC ITEMS
WEST MUSIC CO	43957	11/10/2021	109.95	SI2074830	MUSIC ITEMS
WILS	43958	11/10/2021	199.00	495676	SEP 21-AUG 22
WISCONSIN BUS SALES	43959	11/10/2021	9.40	06BP45519	BUS PARTS
WISCONSIN DRUG TESTI	43960	11/10/2021	89.25	49822	BACKGROUND CHECKS
DELTA DENTA OF WI	43961	11/11/2021	1,133.63	202111105AF	Payroll accrual
AMAZON	43962	11/18/2021	250.26	51288217	WATER SENTRY
AMAZON	43962	11/18/2021	-13.98	51787900	CREDIT ON ACCOUNT
GERZMEHLE, CORY	43963	11/18/2021	100.00	11-19	GAME REF FEE
KROENING, MARK	43964	11/18/2021	90.00	11-19	GAME REF FEE
LONNIE, SANKEY	43965	11/18/2021	90.00	11-19	GAME REF FEE
VICTORY APPAREL	43966	11/18/2021	573.00	3158	GRANTON INVENTORY
ADVANCE AUTO PARTS	43967	11/23/2021	48.19	2219-ID-41	SUPPLIES FOR BUSES
ADVANCE AUTO PARTS	43967	11/23/2021	60.69	2219-ID-41	SUPPLIES FOR BUSES
AMAZON	43968	11/23/2021	1,115.42	6596689974	DROPDOWN HD PROJECTOR
AMAZON	43968	11/23/2021	283.04	5495535869	HACKING CLASSROOM MANAGEMENT
AMAZON	43968	11/23/2021	37.97	4848774965	BATTERIES/MOUSE
BARCLAY, DAVE	43969	11/23/2021	100.00	11-23-21	G REF FEE
CDW-G	43970	11/23/2021	208.90	ZR00205889	G SUITES 10-7/9-24-2022
CINTAS CORPORATION	43971	11/23/2021	126.45	4101401413	CLEANING SUPPLIES
CITIZEN'S STATE BANK	43972	11/23/2021	595.00	20211119AD	Payroll accrual
CITIZEN'S STATE BANK	43973	11/23/2021	135.00	WAEA FALL	KLEIN
CITIZEN'S STATE BANK	43973	11/23/2021	16.24	AMAZON	FUND 80 DAYCARE-GRANT CONST PAPER
CITIZEN'S STATE BANK	43973	11/23/2021	55.92	TEACHERS P	DECODABLE READERS K/GRADE 1
CITIZEN'S STATE BANK	43973	11/23/2021	982.24	CPM	ROGGENBAUER HANDBOOKS
CITIZEN'S STATE BANK	43973	11/23/2021	106.00	KALAHARI	LODGING-HEBERT AD
CITIZEN'S STATE BANK	43973	11/23/2021	375.00	RSCHOOL TO	REG-HEBERT AD
CITIZEN'S STATE BANK	43973	11/23/2021	24.00	FANNIE'S	SCHOOL BOARD RETREAT
CITIZEN'S STATE BANK	43973	11/23/2021	10.26	DUNKIN DON	OFFICE TREAT
CITIZEN'S STATE BANK	43973	11/23/2021	152.82	MCGRAW HIL	CHEMISTRY BOOKS
CITIZEN'S STATE BANK	43973	11/23/2021	50.00	FANNIE'S.	GIFT CARD-MARKS
CITIZEN'S STATE BANK	43973	11/23/2021	133.43	FEST FOODS	TEACHER IN SERVICE REPORT CARDS
CITIZEN'S STATE BANK	43973	11/23/2021	268.99	AMAZON.	CARPET RUG-80 GRANT
CITIZEN'S STATE BANK	43973	11/23/2021	135.00	WILDERNESS	SCHMITZ-LODGING DEPOSIT
CITIZEN'S STATE BANK	43973	11/23/2021	218.99	AMAZON BUS	80 GRANT
CITIZEN'S STATE BANK	43973	11/23/2021	365.00	WSCA	CONF-REG
CITIZEN'S STATE BANK	43973	11/23/2021	230.00	WASBO	ACCTG WORKSHOP
CITIZEN'S STATE BANK	43973	11/23/2021	260.00	WASBO.	MEMBERSHIP
CITIZEN'S STATE BANK	43973	11/23/2021	660.78	AMAZON 3	FUND 80 GRANT
CITIZEN'S STATE BANK	43974	11/23/2021	625.00	BUETTNER	NEW ACCOUNT/FAMILY RATE
DELTA DENTA OF WI	43975	11/23/2021	1,205.88	20211119AF	Payroll accrual
DELTA DENTA OF WI	43975	11/23/2021	1,017.02	20211119AF	Payroll accrual
DRANGSTVEIT, ERIC	43976	11/23/2021	100.00	11-23-21	G REF FEE
GOPHER SPORT	43977	11/23/2021	226.02	IN82610	FOOTBALLS, SHUFFLEBOARD SET
GOPHER SPORT	43977	11/23/2021	132.99	IN99762	PE SUPPLIES
IVERSON, GARY	43978	11/23/2021	100.00	11-23-21	G REF FEE
J.W. PEPPER	43979	11/23/2021	291.99	3637370413	MUSIC SUPPLIES
J.W. PEPPER	43979	11/23/2021	89.49	363619265	MUSIC SUPPLIES
J.W. PEPPER	43979	11/23/2021	382.50	363619793	MUSIC SUPPLIES
J.W. PEPPER	43979	11/23/2021	46.75	363628394	MUSIC SUPPLIES
JW PEPPER AND SONS	43980	11/23/2021	71.99	363594259	MUSIC SUPPLIES
JW PEPPER AND SONS	43980	11/23/2021	115.00	363595622	MUSIC SUPPLIES
JW PEPPER AND SONS	43980	11/23/2021	65.00	363599627	MUSIC SUPPLIES
MADISON NATIONAL LIF	43981	11/23/2021	476.95	20211119AF	Payroll accrual

VENDOR	CHECK		INVOICE		INVOICE
	NUMBER	DATE	AMOUNT	NUMBER	DESCRIPTION
MUSICIANS FRIEND	43982	11/23/2021	24.99	ARINV60579	ALFRED FOLK DANCES FROM AROUND THE WORLD
NASCO	43983	11/23/2021	127.71	188865	GLAZES
NEWS PUBLISHING CO I	43984	11/23/2021	416.00	51329	ADV OCT 6-NOV 3
O'REILLY AUTO PARTS	43985	11/23/2021	133.99	2099-39110	NEW MSTR CYL
OAK RIDGE CHEMICAL I	43986	11/23/2021	1,235.00	074543	CLEANING SUPPLIES
OAK RIDGE CHEMICAL I	43986	11/23/2021	200.00	074400	REMOVE AND REPLACE BOARD CHARGER
PANKRATZ, KEVIN	43987	11/23/2021	45.36	MILES	YOUTH APPRENTICESHIP SEP 19-NOV 11
REALLY GOOD STUFF IN	43988	11/23/2021	16.99	7819967	UTECHT SUPPLIES
SCHOOL SPECIALITY	43989	11/23/2021	309.70	3081039024	GRADE 5 SUPPLIES
SCHOOL SPECIALITY	43989	11/23/2021	12.45	2081290447	GRADE 5 SUPPLIES
T-MOBILE	43990	11/23/2021	32.32	972889166	HOTSPOTS
TEAM SPORTING GOODS	43991	11/23/2021	184.85	AAC026930	PE SUPPLIES
TRIMLINE LAWN CARE L	43992	11/23/2021	890.00	1594	GRASS CUTTING OCT 21
USI LAMINATION	43993	11/23/2021	629.09	0394023801	LAMINATION
VIVODA, PARKER	43994	11/23/2021	14.50	REMBSE	WR RULES & WINTER SEASON REG
XCEL ENERGY	43995	11/23/2021	4,170.13	755151814	ELEC 10-06/11-04
ADVANCE AUTO PARTS	43996	11/30/2021	22.49	2219-41209	SUPPLIES
CITIZEN'S STATE BANK	43997	11/30/2021	425.00	FAYE FRIEM	FAMILY HSA
COMMUNITY ALLIANCE C	43998	11/30/2021	35.00	WESTABY, V	DONATION FOR GROWING GRACE PROGRAM
GALE-ETTRICK-TREMPEA	43999	12/02/2021	12.00	12-4-21 CO	JUNIOR VARSITY WRESTLING INVITATIONAL
ADVANCED SYSTEMS SER	43900	11/16/2021	-22.49	2219-41209	SUPPLIES
Totals for checks			235,587.28		

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	39,651.82	0.00	161,990.51	201,642.33
27	SPECIAL EDUCATION	16,709.20	0.00	1,809.66	18,518.86
50	FOOD SERVICE FUND	1,022.26	0.00	11,071.80	12,094.06
80	COMMUNITY SERVICE FUND	615.69	0.00	2,716.34	3,332.03
***	Fund Summary Totals ***	57,998.97	0.00	177,588.31	235,587.28

\*\*\*\*\* End of report \*\*\*\*\*

VENDOR	CHECK CHECK		AMOUNT	INVOICE	INVOICE
	NUMBER	DATE		NUMBER	DESCRIPTION
AUMANN, KIM	20203	11/08/2021	81.02	REIMBURSE	WALMART/DOLLAR TREE
AUMANN, KIM	20203	11/08/2021	128.92	GRANTON CE	PIZZA PARTY
CITIZEN'S STATE BANK	20204	11/08/2021	290.00	DOLLAR TRE	NHS
CITIZEN'S STATE BANK	20204	11/08/2021	20.62	KT/RUSSELL	BLOOD DRIVE
CITIZEN'S STATE BANK	20204	11/08/2021	35.18	DG/RUSSELL	VISIONEERS
FFA-GRANTON SCHOOL	20205	11/08/2021	52.00	SALES	GRANTON SCHOOL STORE
GANTHER, KYLIE	20206	11/08/2021	7.60	SALES	GRANTON SCHOOL STORE
GRANTON FFA ALUMNI	20207	11/08/2021	205.18	REIMBURSE	CREDIT CARD-FUEL
HALL, LOIS	20208	11/08/2021	28.50	SALES	GRANTON SCHOOL STORE
HALVERSON, LINDSEY	20209	11/08/2021	23.71	REIMBURSE	HOBBY LOBBY
KLEIN, DANA	20210	11/08/2021	10.01	REMBSE	TARGET-SUPPLIESSCHOOL STORE
MCCONKEY, THERESA	20211	11/08/2021	44.87	SALES	GRANTON SCHOOL STORE
MENARDS	20212	11/08/2021	160.36	30228	REIDER SUPPLIES-
REIDER, KATHRYN	20213	11/08/2021	26.44	REMB	DRESCHER OIL
REINART, LIZZY	20214	11/08/2021	145.91	REMBSE	WALMART-HARVEST BAGS
REINART, LIZZY	20214	11/08/2021	49.53	REMBSE 2	AMAZON/DOLLAR GENERAL
REINART, LIZZY	20214	11/08/2021	59.48	REMB 2	HANSEN'S IGA-FOREST EDUCATION NIGHT
REINART, LIZZY	20214	11/08/2021	34.82	REIMBURSE	DOLLAR TREE/DOLLAR GENERAL
STREY, LINDSEY	20215	11/08/2021	54.15	SALES	GRANTON SCHOOL STORE
VINE, ANGELA	20216	11/08/2021	42.75	SALES	GRANTON SCHOOL STORE
WOLLER, ABBY	20217	11/08/2021	18.01	REMBSE	FESTIVAL FOODS-HAUNTED FOREST
FIRESIDE THEATRE	20218	11/12/2021	1,420.95	12-17-21	HOLIDAY INN
PONGRATZ, ALEXIS	20219	11/12/2021	176.73	REMBSE	GOODWILL
AMAZON	20220	11/18/2021	56.77	52043318	SCHOOL STORE
CITIZEN'S STATE BANK	20221	11/23/2021	1,745.00	DUTCH MILL	ELEM SC
	Totals for checks		4,918.51		

## BENEFIT EXPENDITURES-PAYROLL

### November 5, 2021 Payroll

Medicare	\$ 1,213.86
FICA	\$ 5,190.32
WRS	\$ 5,012.86
Dental	\$ 1,133.63
Health	\$ 22,834.66
LTD	<u>\$ 226.19</u>
	\$35,611.52

### November 19, 2021 Payroll

Medicare	\$ 1,123.80
FICA	\$ 4,805.11
WRS	\$ 4,613.94
Dental	\$ 1,420.69
Health	\$ 22,968.17
LTD	<u>\$ 222.88</u>
	\$35,154.59

**AMOUNT TO BE APPROVED:**

**12-13-21**

**FUND10-80-GENERAL \$235,587.28**

**FUND 60-ACTIVITY \$4,918.51**

**GENERAL 43898-43999  
ACTIVITY 20203-20221**

School/District Name: <i>Granton Area School District</i>	
City: <i>Granton</i>	ShareFile Contact: <i>Amanda Kraus</i>

~ Only one box should be checked for each requirement ~

### Section A: Situational Requirements

#### 1. Blueprints/Maps

- My school/district submitted the **2019-2020** or the **2020-2021** Requirement Checklist for blueprints/maps and there have been no structural changes.
- My school/district submitted our blueprints/maps into the corresponding **Due by 1-1-2021** ShareFile folder and there have been no structural changes.
- There has been a structural change to one or more of our building(s) so my school/district will need to submit revised blueprints/maps into the corresponding **Due by 1-1-2022** ShareFile folder for the school(s) listed in the box below:  

School(s):
------------
- My school/district never submitted our blueprints/maps into the corresponding ShareFile folder so my school/district will need to submit blueprints/maps into the corresponding **Due 1-1-2022** ShareFile folder.

### Section B: Triennial Requirements

#### 2. School Safety Plan

- My school/district submitted the **2019-2020 and 2020-2021** Requirement Checklist for school safety plans. My school/district will need to submit our school safety plan, reviewed and signed by our school board/governing body into the **Due by 1-1-2022** folder in ShareFile.
- My school/district submitted our school safety plan, reviewed and signed by our school board/governing body, into the corresponding **2019-2020** ShareFile folder and submitted the **2020-2021** Requirement Checklist for school safety plan. There have been no changes made to the safety plan. My school/district will not need to submit our school safety plan until **1-1-2023 unless changes are made**.
- My school/district submitted our school safety plan, reviewed and signed by our school board/governing body, into the corresponding **Due by 1-1-2021** ShareFile folder. There have been no changes made to the safety plan. My school/district will not need to submit our school safety plan until **1-1-2024 unless changes are made**.
- My school/district never submitted our school safety plan into the ShareFile folder so my school/district will need to submit our school safety plan into the corresponding **Due by 1-1-2022** ShareFile folder.

#### 3. School Safety Assessment

- \* Best practice is for schools to consult with a local law enforcement agency to review an on-site safety assessment in conjunction with reviewing your school safety plan, every three years.
- My school/district submitted the **2019-2020 and 2020-2021** Requirement Checklist for school safety assessments. My school/district will need to submit our school safety assessment into the **Due by 1-1-2022** folder in ShareFile.
- My school/district submitted our school safety assessment into the corresponding **2019-2020** ShareFile folder and submitted the **2020-2021** Requirement Checklist for school safety assessments. My school/district will not need to submit our school safety assessment until **1-1-2023 unless changes are made**.

~ Continue to other side ~

- My school/district submitted our school safety assessment into the corresponding **Due by 1-1-2021** ShareFile folder. There have been no changes made to the safety assessment. My school/district will not need to submit our school safety assessment until **1-1-2024 unless changes are made**. Now, my school/district will provide the date the school safety assessment was completed in the box below:

<b>Date:</b>	<b>Law Enforcement Agency:</b>
--------------	--------------------------------

- My school/district never submitted our school safety assessment into the ShareFile folder so my school/district will need to submit our school safety assessment into the corresponding **Due by 1-1-2022** ShareFile folder.

**Section C: Annual Requirements**

**4. School Safety Training**

- My school/district will submit a general document providing the date, name, and number of attendees of the most recent school safety training the school(s) participated in into the corresponding **Due by 1-1-2022** ShareFile folder.

**5. School Safety Drills**

- My school/district will submit a written evaluation and date of our school safety drill, signed by our school board/governing body within 30 days of said drill, into the corresponding **Due by 1-1-2022** ShareFile folder.

**Section D: ShareFile Contact Updates**

- No changes are needed to my school/district's ShareFile contacts.
- My school/district would like to add additional contacts to our ShareFile account and will provide their names and email addresses in the designated boxes below:

<b>Name:</b>	<b>Email Address:</b>
<b>Name:</b>	<b>Email Address:</b>
<b>Name:</b>	<b>Email Address:</b>

- My school/district would like to remove a contact from our ShareFile account but will contact the Office of School Safety directly to complete this process.

~ Upon completion of this form, please return to the Office of School Safety at [schoolsafety@doj.state.wi.us](mailto:schoolsafety@doj.state.wi.us) ~

**Notes:**

*AKraus      amanda Kraus      12-3-21*



640 25<sup>th</sup> Ave North  
Wisconsin Rapids, WI 54495  
(715) 887.4400  
Fax (715) 352.2370

804 North 4<sup>th</sup> Avenue  
Edgar, WI 54426  
(715) 301.1670  
Fax (715) 352.2370

425 Holton Avenue  
Sparta, WI 54656  
Fax (715) 887.3330

Granton School District  
217 N. Main St.  
Granton Wi. 54436  
Attn: James Kuchta

Revision: 0  
Date: 10/28/2021  
Proposal: 2127103

**Subject:** Kitchen Ventilation Upgrade

**Project Summary:** Project scope is to upgrade the kitchen ventilation equipment to meet the needs of the district and conform to state code requirements as described below.

**Proposal:**

Demolish the existing non-compliant hood and fan. Re-roof and insulate opening. Cover ceiling opening with sheet metal (painting by District).

Relocate lighting as required for new hood.

Install a new code compliant stainless-steel hood along the back wall with lights, fire suppression and variable flow control. Integrate with DDC control system to adjust cafeteria ventilation unit to match the hood exhaust rate.

Relocate the in-floor electrical and gas connections to the wall.

Install fire rated ductwork through the roof to a new up-blast kitchen rated exhaust fan.

Provide a new dishwasher exhaust hood to remove vapors when in use. Provide interlock to operate when dishwasher runs.

Electrical Included

Roofing Included

Engineering Included

**Cost to complete as described: \$71,700.00**

Based on work being completed during normal business hours.

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 Grant Area School District  
By James Kuchta  
Title District Administrator  
Date 12-1-21

Seller Complete Control Inc.  
By Tom Schafer  
Title Account Representative  
Date 10/28/2021

# 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.



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804 North 4<sup>th</sup> Avenue  
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(715) 301.1670  
Fax (715) 352.2370

425 Holton Avenue  
Sparta, WI 54656  
Fax (715) 887.3330

Granton School District  
217 N. Main St.  
Granton Wi. 54436  
Attn: James Kuchta

Revision: 0  
Date: 11/22/2021  
Proposal: 2127098

**Subject:** 1955 Addition HVAC Upgrade

**Project Summary:** Project will be to replace the existing 1955 gym unit, replace the Band, Science, Family Consumer Ed and Art room units with a variable central roof top unit.

**Proposal:**

- Demo existing Gym Air Handling Unit, (5) Unit Ventilators, (3) Fan Coil Units and associated electrical, piping and ductwork.
- Infill obsoleted openings in Gym and Band with CMU.
- Re-Roof any obsoleted roof penetrations.
- Provide a new Gym Air Handling Unit (No Air Conditioning). Clean and utilize a portion of the existing ductwork. Run new spiral duct along the sides of the gym to improve air distribution.
- Provide a new gas fired Roof Top Unit with Air Conditioning over the hallway between the Science and Family Consumer Ed rooms.
- Provide new ductwork with variable air ventilation boxes for Band, Science, Family Consumer Ed and Art.
- Provide crane service, and roofing work required.
- Exposed spiral duct work to be painted school colors.
- All piping, duct work and insulation included.
- Engineering and state submittals included.
- Customer responsibility to remove any asbestos floor repair and painting.

**Cost to complete as described: \$248,950.00**

Based on work being completed during normal business hours.

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.

Buyer Granton Area School District  
By James Kuchta  
Title District Administrator  
Date 12-1-21

Proposal Submitted:  
Complete Control, Inc.

Seller Complete Control Inc.  
By Tom Schafer  
Title Account Representative  
Date 11/23/2021

# Complete Control, Inc.

## STANDARD TERMS AND CONDITIONS OF SALE

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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.
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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.

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### 5. Damages and Liability.

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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.

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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 thereunder.
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.

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(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.



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Fax (715) 887.3330

Granton School District  
217 N. Main St.  
Granton Wi. 54436  
Attn: James Kuchta

Revision: 0  
Date: 12/9/2021  
Proposal: 2127106

**Subject:** 1955 Addition HVAC Upgrade

**Project Summary:** Scope of this proposal is the electrical work, engineering and temperature control work for the 1955 addition work that has been proposed and accepted.

**Proposal:**

- Cost for Mueller electric to provide electrical service for work being done in the 1955 addition
- Controls and control devices required for equipment being installed in the 1955 addition
- Engineering and state submittals for the 1955 addition

**Cost to complete as described: \$83,226.00**

Based on work being completed during normal business hours.

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.

Buyer Granton Area School District

By James Kuchta

Title District Administrator

Date 12/9/2021

Proposal Submitted:  
Complete Control, Inc.

Seller Complete Control Inc.

By Tom Schafer

Title Account Representative

Date 12/9/2021

**Complete Control, Inc.**  
**STANDARD TERMS AND CONDITIONS OF SALE**

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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 manufacturer.
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, installation, 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 thereunder.
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.