



Wisconsin Rapids Public School District - Board of Education
510 Peach Street
Wisconsin Rapids, WI 54494

(715) 424-6701

AGENDA

Business Services Committee

John Benbow, Jr., Chairperson
Christopher Inda, Member
Jaime Sparkes, Member
John A. Krings, President

November 3, 2025

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

TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

I. Call to Order

II. Public Comment

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

III. Actionable Items

A. Access Control - South Wood County Recreation Center - Approval

IV. Updates and Reports

A. Purchases - Update

B. Donations - Update

V. Agenda Items

VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda **however, no deliberation or action will be taken by other Committees or the full Board of Education.**



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BACKGROUND

Business Services Committee

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Jaime Sparkes, Member
John A. Krings, President

November 3, 2025

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TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.

I. Call to Order

II. Public Comment

III. Actionable Items

A. Access Control - South Wood County Rec Center - Approval

The District, in collaboration with the SWCRC, would like to pursue access control and fob entry on three internal doors and five external doors within the complex. The three internal doors include the concession stand entrance, the network cabinet area, and the Lincoln High School Hockey locker room. The external doors include four facing the stadium and one on the parking lot side. The front entrance has already been completed. By adding fob access, we aim to secure the building better and the Hockey Locker Room, allow easier access to restrooms and changing areas for our teams and officials, and keep track of who enters the building. Several of the doors have older locksets and keys that do not work great. By fobbing these doors, we would be able to address the key-and-lock issue. Additionally, since this building is for community use, we would use Fund 80 for these security upgrades. (see Attachment A).

The administration recommends purchasing and installing door access control hardware and fob readers on eight doors at the South Wood County Recreation Center from Systems Technologies. The total cost is \$35,762.00 and would be funded by the Community Service Fund from the 2025-26 District Budget.

IV. Updates and Reports

A. Purchases - Update

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

- Agile - \$10,600.00 - Athletic Budget & Student Activity Funds - Hudl Subscription
- Building Blocks - \$61,875.00 - 4K Budget - Site Agreement
- Cengage Group - \$14,169.75 - LHS, CTE & Tech Budgets - Student Software Subscriptions
- City of WI Rapids - \$17,820.43 - Community Service Fund - Police Liaison Services
- Colorado Time Systems - \$10,400.00 - Technology Budget - Control Equipment for Video Display

- Head Start - \$42,075.00 - 4K Budget - Site Agreement
- Heid Music Co - \$11,417.00 - Curriculum & Acquisition Budgets - Music Instruments
- Holbrook Tennis Court Services - \$94,600.00 - Capital Project & Community Service Funds
- WRAMS Tennis Courts
- Honeywell - \$14,528.50 - B&G Budget - Automation Charges
- Imagine Learning - \$12,600.00 - COA Budget - Online Learning Platform
- La Crosse Mail & Print Solutions - \$10,598.44 - School Board Budget - Community Survey
- Mark Toyota - \$41,951.50 - Transportation Budget - District Van
- Nassco - \$19,874.95 - Period Poverty Grant - Dispensers & Supplies
- PBBS Equipment Corporation - \$21,294.88 - B&G Budget - East JH - Pipe & Valve Work
- Peripole Inc. - \$33,701.52 - Curriculum & Acquisition Budgets - Music Instruments
- Red Run - \$88,240.00 - Pay App #2 - Fund 46 - Grove Elementary Playground
- Wheelers - \$43,294.50 - B&G Budget - District Work Van
- YMCA - \$39,600.00 - 4K Budget - Site Agreement

B. Donations - Update

- Rich Builders and Supply LLC - \$250.00 - Children's Theatre
- Amberell Applebee - \$200.00 - Children's Theatre

V. Agenda Items

Committee members will be asked to indicate which agenda items from the Committee meeting will be included on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items



Customer

Systems Technologies
W4618 County Highway G
Merrill, WI
54452, US
(800) 822-4227

Prepared By:
Chris Schultz
715-539-2877
chris.schultz@pieperpower.com

South Wood County Recreation Center
2711 16th Street South
Wisconsin Rapids, Wisconsin
54494, United States

Project: South Wood County Recreation Center Access Control Quote 5765 10-2-25

Scope of Work

Add access control to the hockey arena per the attached drawing, this will be an extension of the WRPS Genetec system.

Included in this quote is the equipment listed below, labor to install the equipment, and programming of the equipment.

Notes:

- All work is to be performed during normal working hours typically 7:00am to 5:00pm Monday thru Thursday.
- WRPS is to provide a lift if required for routing of cable over the ice area.
- Note: The south east door may need to be done once the ice is off the rink
- 120V power to the panel is included.
- One side of each double door will receive a new electrified exit device.
- WRPS to provide final programming of the doors and the access rules.

Access Control

	Quantity
SY-CLOUDLINK-G2 Description: Synergis™ Cloud Link with 4GB of RAM, 16GB Flash, second generation, installed with Synergis™ access control firmware, four RS-485 ports, PoE.	1 ea
SY-MP1502 Manufacturer: Genetec, Catalog: SY-MP1502, Description: MERCURY MP1502 INTELLIGENT CONTROLLER (2 DOORS, 4 READERS)	1 ea
SY-MR52-S3 Description: Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	3 ea



	Quantity
ADV-RDR-E-5Y Description: Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 5 years	8 ea
20NKS-00-000000 Manufacturer: HID GLOBAL CORPORATION, Catalog: HU-20NKS0000, Description: SIGNO20,MULLION,13.56MHZ &125KHZ,OSDP/WG MOB READY	3 ea
40NKS-00-000000 Manufacturer: HID GLOBAL CORPORATION, Catalog: HU-40NKS0000, Description: SIGNO40,WALL MOUNT,13.56MHZ &125KHZ,OSDP/WG	5 ea
FPO150/250-2C82D8PE8M2 Manufacturer: LIFESAFETY POWER, Catalog: J7-122C2D8M2, Description: 400W DV - 16 LK & AUX E8M2	1 ea
180-12WG-B Manufacturer: GEORGE RISK INDUSTRIES, INC., Catalog: GI-18012WGBR, Description: 3/4" REC STL DR LEAD 3/4" BRN	9 ea
5200C-12/24D-630 Manufacturer: HANCHETT ENTRY SYSTEMS / HES, Catalog: HE-520030404, Description: 5200 COMPLETE-501/501A FACE PLATES	3 ea
MLR2201 630 48 Description: Grade 1 SVR Exit Device 4' Bar Only Motorized Latch Retraction Exit Only Satin Stainless Steel	4 ea
TSB-CXL Manufacturer: SECURITRON -U.S., Catalog: SN-TSBCXL, Description: CABLE 36" LONG	4 ea
DS160 Manufacturer: Bosch, Catalog: F.01U.364.868, Description: PIR REQUEST TO EXIT SENSOR WITH SOUNDER GRAY	5 ea
ACCESS COMPOSITE PVC Manufacturer: Cable Plus, Catalog: ACCESS COMPOSITE PVC, Description: 18-4C+22-3PROAS+22-2C+22-4CPVC	1,500 ft
HUBW HSB1EI Manufacturer: HUBBELL, Catalog: HUBW HSB1EI , Description: HOUSING SURFACE MOUNT 1 PORT EI	2 ea
HUBW HXJ6BK Manufacturer: HUBBELL, Catalog: HUBW HXJ6BK , Description: JACK CAT6 8POS A/B BLACK	4 ea
QUIINC 566-110-007	2 ea



Quote: 5765 / Date: 10/2/2025

	Quantity
Manufacturer: QUIKTRON, Catalog: QUIINC 566-110-007 , Description: CAT6 7FT BLUE PATCH CORD NO BOOTS	
QUIINC 566-110-003 Manufacturer: QUIKTRON, Catalog: QUIINC 566-110-005 , Description: 3FT CAT6 PATCHCORD BLUE NON-BOOT	2 ea
B-LINE BCH21 Manufacturer: BLINE, Catalog: B-LINE BCH21 , Description: 1 5/16IN CABLE HOOK GALV	40 ea
B-LINE BCH12 Manufacturer: BLINE, Catalog: B-LINE BCH12 , Description: 3/4IN CABLE HOOK GALV	40 ea
12v 7AH Battery Description: 12v 7AH Battery	2 ea
Beam Clamp Malleable w/ Threaded Hole Bottom & Back Description: 15/16" x 1/4-20	80 ea
Misc. hardware Description: Misc. hardware	1 ea
Labor Description: Installation, Programming, and Testing	1 ea

Notes

Summary

Subtotal	\$35,762.00
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\$35,762

Accepted By

Date

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Legal Statements and Terms & Conditions

We are all aware of the recently announced tariffs from the federal government. The possible impact is unknown, but we have to be proactive in how we run our business to mitigate this risk of potentially significant losses and project fade.

The contract amount shall change in instances where raw materials, equipment or component costs increase in an amount greater than five percent (5%) of the raw material, equipment or component price proposed at the time of the Seller's bid. Seller shall be entitled an escalation of raw material, equipment or component costs which shall be passed through to Buyer and/or Owner. In the case of a five percent (5%) or greater increase, the contract amount shall be increased proportionately to reflect the entire increase in the cost of raw materials, equipment or component costs. Buyer agrees to pay these escalated costs consistent with the terms above, and such costs shall be subject to an appropriate Change Order.

Information to Buyer: The parties agree any orders placed by Buyer for Seller to provide the Work detailed herein is limited to the Seller's Terms and Conditions of Sale as indicated in this Proposal and attached hereto, unless a formal agreement governing this transaction has been executed by the parties, in which case the formal agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by the Seller and/or issued by the Buyer.

TERMS & CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** Pieper Electric, Inc. is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and equipment, materials, and/or parts ("Goods") from the Seller is referred to as "Buyer." These Terms and Conditions of Sale, any applicable Fee Schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the sale of Services and Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Goods by Seller to Buyer. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Goods will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.
2. **PRICES.** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services and Goods shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services and Goods, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time. If authorization is not received by Seller within such thirty (30) day period or quote is not accepted in totality, Seller shall have the right to change the price for the Services and Goods. All prices are exclusive of taxes, which are to be borne by Buyer.
3. **PAYMENT.** Buyer shall be billed monthly or at the completion of Services, at Seller's sole discretion. Seller, at its discretion, may require monthly progress payments for Services requiring more than thirty (30) days to complete. Terms of payment are net thirty (30) calendar days from date of Seller's invoice. For residential work, payment shall be made on the same day Services are provided by Seller. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Final payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction, or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.
4. **PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all Services and delivery of Goods described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.
5. **CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.
6. **ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone, and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.
7. **INSURANCE.** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.
8. **ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials. This Agreement is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. If such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
9. **SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.
10. **JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.
11. **CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least five (5) business days for each change unless otherwise agreed in writing.
12. **WORK STOPPAGE.** Should work be stopped by any public authority or the Buyer for more than thirty (30) calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.
13. **WORKING HOURS.** Unless specifically noted, all Services included in this Agreement are to be performed during normal business hours, Monday through Friday. Services performed at any other time, or on legal holidays, will result in an extra charge to Buyer.
14. **EXCUSE OF PERFORMANCE.** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; viral outbreaks, disease, pandemic, widespread sickness or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Any such delay shall extend the time of performance or, at Seller's option, terminate this Agreement if the cause of the delay cannot be resolved within thirty (30) calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.
15. **LIMITED WARRANTY.** Seller warrants the proper performance of the Services for a period of ninety (90) days from the completion of the Services. Warranties applicable to Goods furnished by Seller shall be that of the manufacturer of such Goods and only to the extent assignable to Buyer. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied.
16. **LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.
17. **CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the Agreement, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.
18. **PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.
19. **HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from loss, damage, liability, or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents, or employees during performance hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.
20. **GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. The cost of pumping water from basements and other excavations is not included in this Agreement. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this Agreement. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited. Patching of walls and floors is to be done by others unless specifically stated in this Agreement as Seller's responsibility.
21. **COMPLIANCE WITH LAWS/SAFETY PRACTICES.** Buyer must comply fully with all laws, orders, building codes, citations, rules, regulations, standards, and statutes applicable to this Agreement (collectively, "Laws"), including without limitation Laws related to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Seller.
22. **LIEN NOTICE.** As required by the applicable state construction lien law, Seller hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on the Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Buyer or those who give the Buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to their mortgage lender, if any. Seller agrees to co-operate with the Buyer and Buyer's lender, if any, to see that all potential lien claimants are duly paid.
23. **DISPUTES.** The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Wisconsin without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Wisconsin and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer.

