11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, March 15, 2023
6:30 PM
North Conference Room

Agenda

1) Call to Order, Roll Call

2) Approval of Meeting Minutes
   Action requested: review and approve
   a. February Minutes

3) Vendor/Music/Sponsor Updates
   a. S & T Cuisine Application

4) Stage Quote
   1. Area Rental Invoice

5) Yard Signs
   a. Yard Sign Design
   b. Yard Sign and Cup Quote

6) 10 Year Anniversary
   a. Fireworks Quote

7) Next Meeting Date and Time: April 19 at 6:30PM

8) Adjourn

Dated: March 15, 2023 */s/ Vanessa Nerbun, Chair*

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM

11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, February 15, 2023
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:
Committee Member Deanna Conaty
Committee Member Jenne Hohn
Committee Member Lisa Liljegren
Committee Member Moshe Luchins
Vice Chair Miranda White
Chair Vanessa Nerbun -- **Absent**
Committee Member Tracy Johnson -- **Absent**
Committee Member Christine McLean -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes
   a. January Minutes

RESULT:	**Approved by Voice Acclamation [Unanimous]**
MOVED BY:	Committee Member White
SECONDED BY:	Committee Member Liljegren

AYES:	Conaty, Hohn, Liljegren, Luchins, White
ABSENT:	Nerbun, Johnson, McLean

3) Taste of Mequon
   a. Application & Sponsor Update

   Top two sponsorship levels have been filled by Kohler Credit Union and Sommer's Automotive.
   b. Vendor Review
      1. S & T Cuisine Menu

      The Committee reviewed their menu and voted to invite them to submit an application.
      RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Committee Member White
SECONDED BY: Member Conaty

AYES:	Conaty, Hohn, Liljegren, Luchins, White
ABSENT:	Nerbun, Johnson, McLean

2. Lake Country Growers Vendor Application

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Committee Member White
SECONDED BY: Member Conaty

AYES:	Conaty, Hohn, Liljegren, Luchins, White
ABSENT:	Nerbun, Johnson, McLean

c. Logo & Signage

Executive Assistant Enea shared with the Committee that the yard sign inventory was at 30. Did the Committee want to order more and did they want to make changes to it? The Committee talked about simplifying it with just orange and purple colors, Taste of Mequon, date, and time.

d. Children's Area

i) Inflatables

Vice Chair White moved to rent the obstacle course and trampoline park and Member Liljegren seconded. It was passed by voice acclamation. The Committee wants to ask the rental company if they will provide staffing. They also discussed a sandwich board with rules, a staff/volunteer tent with a cooler and snacks, and a 360 photo booth.

ii) Dancers

Executive Assistant Enea reached out to Bella Via, but hasn't heard anything back yet.

iii) Silent Disco

The Committee talked about having the Silent Disco on the stage in the Children's Area once it gets dark and having a neon glow party with it. Executive Assistant will speak with Kim Guibord about his DJ managing it.

e. 10 Year Anniversary

i) Logo Cups

ii) Fireworks

Still checking to see if Rennicke Field is large enough for a fireworks show. Will report at next meeting.

iii) Bags Tournament

The Committee decided not to have a bags tournament because of all the rules and rentals would be plastic boards which tournament players do not favor. The Committee will look into pricing to buy 2 sets just to have on the east sidewalks for fun.

4) Next Meeting Date and Time: 3/15 at 6:30 PM

5) Adjourn

Vice Chair White moved to adjourn at 7:35 PM and Member Conaty seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Taste of Mequon

Saturday, September 9, 2023
NOON – 9:00 PM

FOOD/BEVERAGE VENDOR APPLICATION
Application Deadline: June 2, 2023

VENDOR INFORMATION

Name of Vendor/Business: S&T Cuisine

Name of Contact Person:	Phone # of Contact Person:
Soua Lor	414-418-7983
Address:	**City/State/Zip:**
6686 N. 55th st	Milwaukee, WI 53223

Food Trucks: What window do you use to provide service? Front

(Required)
E-Mail: stcuisine73@gmail.com

(Required) Name of Emergency Contact Person:	(Required) Phone # Emergency Contact Person:
Soua Lor	414-418-7983

VENDOR SPACE FEE AND SPACE REQUIREMENT (√ appropriate space size)

Space Size	Before June 2	Check Appropriate Box (√)	After June 2	Check Appropriate Box (√)
10 x 10	$150		$200	
10 x 20	$250		$300	
Food Truck	$250	√	$300	

Total Due $ 250 Total Due $

The vendor space fee is non-refundable. Please make checks payable to: City of Mequon

- **All vendors must be setup by 11:30 AM.**

RECEIVED
FEB 2 [illegible]
City Administrator
Mequon [illegible]

ITEMS YOU WILL BE SELLING

Item(s) for Sale	√
Food	✓
Wine	
Beer	

List pre-packaged items:

EVENT LICENSES

Temporary Restaurant License/Mobile Restaurant License (Food Trucks)
In order to participate, a current *Temporary Restaurant License* is required. For information on obtaining a temporary restaurant license, contact the Washington Ozaukee Public Health Department at:

Washington County Office
333 E. Washington Street, Suite 1100
West Bend, WI 53095
(262) 335-4462

Ozaukee County Office
121 W. Main Street
Room #246
Port Washington, WI 53074
(262) 284-8170

Washington or Ozaukee Counties Only
For vendors not traveling outside of Washington or Ozaukee Counties, contact the Washington Ozaukee County Public Health Department for a Temporary Food License.

Contact:
Mark Carlson R.E.H.S.
Environmental Health Specialist

Washington Ozaukee Public Health Department
121 Main Street Room 246
Port Washington, WI 53074
262.284.8170
Mark.Carlson@washozwi.gov
website: washozwi.gov

Vendors selling pre-packaged items to take home (such as jams, honey, baked goods, sauces, cheese) must provide proof of exemption for sale of pre-packaged non-potentially hazardous foods.

Liquor License/Bartender License
For information about obtaining a liquor and bartender license, please contact Mequon City Hall, City Clerk's office (262) 236-2914. **Deadline to apply for a liquor license/bartender license is Friday, June 9, 2023.**

ELECTRICAL OUTLETS REQUIRED: (√ required number of outlets)

In an effort to best accommodate the needs of all our food vendors it would be helpful for you to indicate the number of outlets necessary to run your operation. All outlets are 20 amps.

A maximum of three outlets will be available per vendor. Please select (√) the number of outlets you will require below.

1 outlet	
2 outlets	
3 outlets	X

Electricity is not available for food trucks in certain areas of the festival grounds. Food trucks should be prepared to use their own generator.

FIRE SAFETY INSPECTION

The Southern Ozaukee Fire Department will be inspecting all food vendors that are engaged in cooking operations. All vendors must pass a pre or day of Fire Safety Inspection to participate.

Mobile food preparation facilities such as "Food Trucks or Trailers" may contact Deputy Chief Kurt Zellmann for a pre-event inspection to prevent any day of event issues or answer any questions in advance.

Tent cooking operations (non-vehicle based) may also contact Deputy Chief Zellmann in advance of the event to discuss any operations and ensure pre-determined compliance with equipment, clearances and fire suppression requirements or equipment.

Deputy Chief Kurt Zellmann
kzellman@ci.mequon.wi.us
Phone: 414-254-0369

COOKING EQUIPMENT

Indicate # of LP gas tanks you will use. 2

Will you be using a charcoal grill? Yes _____ No X

APPLICATION CHECKLIST

Please review the list below to ensure you have all the required information before submitting the application. (√)

- √ Completed application
- √ Check for space fee (payable to City of Mequon)
- √ Certificate of Insurance
- √ Completed S-240 Wisconsin Temporary Event Operator and Seller Information
- √ Completed Release and Hold Harmless for Vendor Form
- √ Copy of Temporary Restaurant License/Mobile Restaurant License (Food Truck)
- _____ A list of menu items

SEND COMPLETED APPLICATION AND FORMS TO:

Mequon City Hall
11333 N. Cedarburg Road
Mequon, WI 53092
Attn: Carrie Enea, Executive Assistant
Fax: 262-242-9819
E-Mail: cenea@ci.mequon.wi.us

Questions? Please call Carrie Enea, Mequon City Hall (262) 236-2941.

The undersigned applicant agrees:

1) To adhere to the ***Taste of Mequon*** guidelines as provided in the food/beverage vendor information.

2) To agree to bear all risk and expense for any loss, theft or damage to my personal property or injury to my person, regardless of cause.

3) I agree to be photographed or videotaped for promotional purposes.

I have read and agree to the ***Taste of Mequon*** event terms and conditions.

X Signature: Sona Lor Date: 2-21-23

For Office Use Only:

Date Application Received: _____ Date Vendor Space Fee Paid: _____

Date Release and Hold Harmless For Vendor-Participants Form Received: _____

Date Certificate of Insurance Received: _____ Date Form S-240 Received: _____

Date Copy of Temporary Restaurant License Received: _____

Emergency Information Recorded: _____

Approved: January 18, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: FLIP Program Support
Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	PHONE (A/C, No, Ext): (844)-520-6992 FAX (A/C, No): E-MAIL ADDRESS: info@fliprogram.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Great American Alliance Insurance Co. — 26832
INSURED	INSURER B:
Soua Lor, DBA S&T Cuisine 6686 N 55th St Milwaukee WI 53223	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PLE738466-F146404	05/01/2022	05/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ANIMAL BAILEE	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER	CANCELLATION
City of Mequon 11333 N Cedarburg Rd Mequon, WI 53092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Form
S-240

Wisconsin Temporary Event Report

(Completed and submitted by the Event Operator)

Part A: Event Operator Information

Doing Business As (DBA) Name (if applicable)		Wisconsin Tax Number (15 digits starting with 640, 456, or 600)
S		
Legal Business Name (if not sole proprietor)		Full FEIN (Business)
Event Operator Name (Last)	Event Operator Name (First)	Full SSN (Individual or Sole proprietor)
Mailing Address	Email Address S	
City / State	Zip	Contact Phone Number

Part B: Temporary Event Information

Event Start Date (M M D D Y Y Y Y)	Event End Date (M M D D Y Y Y Y)	Number of Vendors
Temporary Event Name		Minimum Vendor Booth Fee
Street Address		Customer Admission Fee
City / State (WI)	Zip	County

I declare that the information on this form is true and correct to the best of my knowledge and belief, and that I'm authorized to sign this form.

Signature	Date

Common Questions

What is a temporary event?

A temporary event is an occasion, activity, or function at which merchandise is sold or traded or taxable services are provided. An event can be on one or consecutive days. It may reoccur on a weekly, monthly, quarterly, or annual basis.

How are recurring events reported?

Multiple events in a calendar month may be reported as one event. In this case, the event start is the first and the event end is the last day of the month.

Who is a temporary event operator?

The organizer or planner of an event is the event operator.

What must a temporary event operator report?

Temporary event operators must complete and submit Form S-240 with information about each event vendor to the Department of Revenue (DOR) within **10 days business days** of the close of the event.

Note: Operators may be assessed a $200 penalty for the first offense and $500 for subsequent missing, late, or incomplete reports.

What are temporary event vendor requirements?

Temporary event vendors must have a Wisconsin seller's permit unless their sales are exempt from sales and use tax.

Where can I find more information on temporary events?

- Publication 228, Temporary Events
- revenue.wi.gov and search 'Temporary Events'

More information about completing this report is on our website revenue.wi.gov and search 'Event Operator'

Completing Form S-240

The event operator **is required** to complete all sections of Form S-240, to include all vendor information.

Part A is the event operator information.

Part B is the temporary event information.

Part C is used to report all vendors attending the event. Do not submit a vendor list without Page 1 (Parts A & B) of Form S-240. If the event operator is making taxable sales, they should complete a vendor report for themselves.

An operator may be assessed a penalty for an incomplete report for failure to obtain information about each vendor.

Submit the report by any of the following:

- Online through our Secure File Transfer web page at: revenue.wi.gov and search 'wteptran'
- Fax: (608) 224-5761
- Mail: Wisconsin Department of Revenue
  Temporary Events Project MS 3-80
  PO Box 8902
  Madison, WI 53708-8902

Important: Do not email reports or other confidential information.

Questions

- Email: DORTempEvents@wisconsin.gov
- Call: (608) 264-4582.

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of June 1, 2022: sec. 77.52(19) and 73.03(38), Wis. Stats., and sec. Tax 11.53 and 11.535, Wis. Adm. Code.

339320

FOOD DEALER -RESTAURANT

FREST - 0017842
EFF DATE: 07/11/2022 EXP DATE: 07/10/2023
DHS - MODERATE,MOBILE RESTAURANT BASE

city clerk
www.milwaukee.gov/license

SOUA T LOR
S&T CUISINE
8103 W TOWER AV
MILWAUKEE, WI 53223-3217

ALDERMANIC DISTRICT 09

Food Est Num: 17842

premise description:
1ST FLOOR

Weekday	Open Time	Close Time	Age Limit
SUNDAY			
MONDAY			
TUESDAY	03:00 PM	05:00 PM	N/A
WEDNESDAY			
THURSDAY	03:00 PM	05:00 PM	N/A
FRIDAY			
SATURDAY			

City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057
Email: license@milwaukee.gov - Website: www.milwaukee.gov/license

MILWAUKEE

license required to be displayed or carried

city of milwaukee
www.milwaukee.gov/license

city clerk
MILWAUKEE

EXPIRATION DATE: 07/10/2023
LIC. NO: FREST 0017842
LICENSE: FOOD DEALER -RESTAURANT

CLASS: DHS - MODERATE,MOBILE RESTAURANT BASE
SOUA T LOR
S&T CUISINE
8103 W TOWER AV
MILWAUKEE, WI 53223-3217

339321

FOOD PEDDLER MOTORIZED (RESTAURANT)

FPMREST - 0001279
EFF DATE: 07/11/2022 EXP DATE: 07/10/2023

city clerk
www.milwaukee.gov/license

SOUA T LOR
S&T CUISINE
8103 W TOWER AV
MILWAUKEE, WI 53223-3217

ALDERMANIC DISTRICT 09

Food Est Num: 1279

Vehicle Information:

2022 UNKNOWN EMPIRE CARGO Red PEDDLER UNIT
VIN: 7F81E162XND014951
PLATE: 20240

City Hall - Room 105 - 200 East Wells Street - Milwaukee, WI 53202-3570 - Phone (414) 286-2238 - Fax (414) 286-3057
Email: license@milwaukee.gov - Website: www.milwaukee.gov/license

MILWAUKEE

city of milwaukee
www.milwaukee.gov/license

city clerk

license required to be displayed or carried

EXPIRATION DATE: 07/10/2023
LIC. NO: FPMREST 0001279
LICENSE: FOOD PEDDLER MOTORIZED (RESTAURANT)
SOUA T LOR
S&T CUISINE
8103 W TOWER AV
MILWAUKEE, WI 53223-3217

S&T Cuisine Menu

- Eggroll
- Crab Rangoon
- Dumpling
- Fried Rice
- Pad Thai
- Pad See Ew
- Bubble Tea
- Lemonade
- Thai Iced Tea
- Thai Iced Coffee
- Smoothies

17000 W Cleveland Ave.
New Berlin, WI 53151
(262)827-1444
(262)827-4924 (Fax)

AREA RENTAL & SALES CO. LLC
TENTS · EVENTS · CONTRACTOR EQUIPMENT

3586 Hillside Dr.
Delafield, WI 53018
(262) 646-4444

Status: Quote
Quote #: q14832-1

Event Beg: Sat 9/ 9/2023 7:30AM
Event End: Sat 9/ 9/2023 5:00PM
Operator: Amy Russell

Customer #: 5072

CITY OF MEQUON **Phone 262-242-3100**
11333 N CEDARBURG RD
MEQUON, WI 53092

Delivery Fri 9/ 8/2023 8:00AM - 5:00PM

CARRIE ENEA 262-236-2941
FRONT OF BUILDING
11333 N CEDARBURG RD
MEQUON, WI 53092

-

1) DEL FRI ANYTIME
2) CALL WHEN ON THE WAY

Pickup Mon 9/11/2023 8:00AM - 5:00PM

CARRIE ENEA 262-236-2941
FRONT OF BUILDING
11333 N CEDARBURG RD
MEQUON, WI 53092

-

1) PICK UP MON ANYTIME

-

1) 25% NON-REFUNDABLE DEPOSIT REQUIRED TO RESERVE
2) EVENT TASTE OF MEQUON
3) GRASS. OK TO STAKE
4) CUSTOMER MUST CALL DIGGERS HOTLINE 10 DAYS PRIOR TO INSTALL AT 800-242-8511
5) DELIVERY FEE BASED ON AREA RENTAL TRUCK PARKING WITHIN 50 FEET OF INSTALLATION
6) DAMAGE WAIVER AVAILABLE FOR 10% OF THE RENTAL

Qty	Key	Items		Event End Date	
	TENT				
1	126-1200	BAND SHELL,30X15 NAVI STYLE	Rental	Sat 9/ 9/2023 5:00PM	
1	126-8550-1	*30X15W NAVI-TRAC END	Rental	Sat 9/ 9/2023 5:00PM	
21	127-0452-1	*STAKES REGULAR	Rental	Sat 9/ 9/2023 5:00PM	
7	127-0470-1	* 3-HOLE T-BARS	Rental	Sat 9/ 9/2023 5:00PM	
48	096-0050	STAGE,4'X4'SECTIONS UP TO 32"TALL	Rental	Sat 9/ 9/2023 5:00PM	
	2 - 16x24x18 - ONE UNDER BANDSHELL, ONE IN CHILDRENS AREA				
48	096-0500-1	.STAGE,4'X4'SECTIONS	Rental	Sat 9/ 9/2023 5:00PM	
48	096-0500-1	.STAGE,4'X4'SECTIONS	Rental	Sat 9/ 9/2023 5:00PM	
1	096-0095-1	STAGE,STEPS UP TO 32"TALL	Rental	Sat 9/ 9/2023 5:00PM	
1	|MISC-1	DELIVERY/PICKUP	Delivery		

Quote valid for 5 days.

Quote

I have read all pages associated with this contract. Front and Back.

Area Rental has 5 Business Days to accept or decline the contract after submission of the signed contract based on equipment and staffing availability.

EQUIPMENT DAMAGE WAIVER, 10% of Rental Charge

INITIAL: ACCEPTED_____ DECLINED_____

Signature: _____

CITY OF MEQUON

Rental:	**$2,911.**
Delivery Charge:	**$250.**
Subtotal:	**$3,161.**
Total:	**$3,161.**
Paid:	**$0.**
Amount Due:	**$3,161.**

1. Lessee understands and agrees that said equipment remains the property of Lessor and that failure of the Lessee to return said equipment to Lessor within the time provided may constitute a crime and subject the Lessee to prosecution, therefore, unless such failure is occasioned through Lessee's required compliance with military orders. Equipment must not be taken more than 150 miles from origin without Less approval.

2. Lessee agrees to pay Lessor for any loss of or damage to said equipment while in his custody or other expenses resulting from Lessee's of said equipment. Lessee agrees to pay full rental fee of said equipment until payment for such repairs or replacements have been made Area Rental. If Lessee accepts damage waiver, Lessee is not responsible for damage to equipment not caused through Lessee neglect up maximum limit of $5,000, the Lessee would be responsible for all damages over and above the $5,000. The Lessee is fully responsible for following regardless if the damage waiver was accepted or declined: damage to tires, cost of cleaning and reconditioning necessary resu from use in painting, sandblasting or similar use of equipment, cost of repair or replacement from negligent use from misuse or abuse of equipment or unnecessary exposure to the elements, or use for purposes for which the equipment was not designed, or for loading bey capacity. Tractors, loaders and skid steer loaders are not to be used for the purpose of demolition.

3. Lessee authorizes Lessor to bill Lessee's credit card for all charges and expenses incurred pursuant to said contract.

4. Lessee agrees to indemnify and save harmless the Lessor from claims: loss and damage, including costs and attorney's fees arising from occasioned by the operation, use or presence of the leased equipment or any act or default of Lessee, his agents or servant. Lessee assu all risks, liabilities and costs for all injuries to or death of any person or persons and damage to the property of anyone arising or occasioned the operation, use or presence of the leased equipment. Lessee shall reimburse Lessor for all attorney fees, court costs and expenses incu by Lessor to enforce collection to preserve and enforce Lessor's rights under this contract.

5. Lessee shall assume all liability for any and all damage to personal property from any cause whatsoever while being transported in trailer and/or equipment including damage caused by water or theft.

6. For the purpose of enforcing Lessor's ownership of said equipment and to protect Lessor's rights under the contract, Lessee agrees Lessor may retake possession of equipment at any time and for such purpose to enter upon the premises of Lessee. Lessee hereby wa any right of action against Lessor by reason of such retaking or entry.

Lessee acknowledges that he has examined said equipment and/or trailer, together with any coupling mechanism and that said equipm and/or trailer and coupling mechanism are in good condition and that said trailer and/or equipment is securely connected to Less automobile. Lessee agrees to assume all liability for any damages to the towing vehicle arising out of the use of said trailer and/or equipm Lessee agrees to periodically inspect said equipment and/or trailer and coupling mechanism and to maintain the same in a safe, depend and secure condition while in his custody. Lessee is fully responsible for the suitability of the towing vehicle and hitch assembles ability transport the weight of the trailer and load. Regardless of the party at fault, Lessee understands and agrees to be responsible for damage said trailer or equipment regulating from collision or other accident.

7. Lessee agrees that in the event any of the Property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the thereof and promptly notify Lessor. Lessee accepts responsibility for evacuating any tent when wind or gust exceed 25 MPH or when o unsafe conditions arise. Lessor is not responsible for any damage caused by tents falling regardless of the cause. Grounds must be suit for the use of installation equipment, Lessor is not responsible for grass, grounds or asphalt damage.

8. Reservations canceled or significantly altered less than 72 hours before the Property is to be delivered or picked up by Lessee are subjec a cancellation free equal to the full contract cost. All other reservation cancellations are subject to a cancellation fee of 1/3 of the contract c Counts may be reduced by up to 15 percent of the dollar amount of the contract without penalty a minimum of 72 hours before the Property is be delivered or picked up. Deliveries are tail gate to tail gate. A $15 per man per 15 minutes is accessed on delays of pick ups or deliveries.

9. Lessee assumes full responsibility for any additional expenses incurred by Reason of Breakdown of said equipment. Lessee must pay for gas used. Sales tax is added to all rentals. Lessee pays for time out, not time used. There are minimum charges on Lessor's equipm regardless if Lessee used up all of that time. In case of equipment breakdown, it is Lessee's responsibility to return equipment for service replacement. Time adjustments may be made, however, Lessee is still responsible for rental fees. Any equipment kept overnight is charged a daily basis. Any rental credits must be used within a 3 week period of the original rental contract. Lessee will be charged for service calls to Lessee error.

10. This contract represents the entire agreement between the parties hereto and there are no collateral, oral or other agreements understandings. Inquiry proposals are null and void if not accepted within 15 days.

Saturday, September 9

Noon-9pm

Taste of Mequon

CITY HALL • 11333 N. CEDARBURG RD

Your Shopping Cart

Checkout now and earn **$88.57** in Reward Credits for this order!

Custom 18" x 24" Yard Signs

Quantity: 50
$201.30

Material: Corrugated Plastic
Number of Imprint Colors: 3 Imprint Colors
Print Position: Both Front and Back
Artwork Type: Upload My Artwork
Artwork: Artworks/vxvfb4ps8hccynmztls
Proof Charge: Yes [+10.00]
Estimated Delivery Date: Monday Mar 20, 2023 [+0.65] (STANDARD) (6)

16oz Stadium Cups

Quantity: 2500
$1,850.00

Number of Imprint Colors: 1 Imprint Color
Imprint Color: Custom Color [+0.15]
Print Position: Front Side Only
Setup Charge: One Time Fee Per Order [+20.00]
Proof Charge: No
Customized In: China
Estimated Delivery Date: Friday Mar 24, 2023 [+0.00] (STANDARD) (11)
Details: (Quantity: 2500 - Color: White)
Comments: Colors: Orange, Turquoise, Purple

DISCOUNT METER

** For well qualified items only before production and shipping cost. Coupon code will be applied automatically.*

$0.00	5% OFF $75.00	10% OFF $125.00	15% OFF $500.00

Gift Card, Store Credit or Coupon Code.

AUTO15

Order Subtotal	$2,051.30
Discount	-$312.60
Shipping	$32.70
Order Total:	**$1,771.40**

Products you may like

SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 1976 Lane Road • Green Bay, WI 54311 • Telephone 1-920-336-0446 • Fax 1-920-336-1214

March 7th, 2023

City of Mequon
Attn: Carrie Enea
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Mrs. Enea,

Enclosed please find our confirmation for the City of Mequon's September 9th, 2023 Fireworks Display. This is a ~~$3,500.00~~ $3425 program as per your request. Note that this confirmation is contingent upon your approval.

Note that you are receiving a 15% discount on your program. Your program should be very similar to those we have provided for the University School of Milwaukee.

The program contains $5,000,000.00 insurance coverage, operators covered under Worker's Compensation Insurance, and all product and equipment needed to ignite a spectacular fireworks display. I would expect the program to have a duration of around 10 minutes with a great intensity throughout. Note that I have enclosed a site plan showing the area needed to ignite this display.

Your display will alternate between high level aerial shells and specialty midlevel display items that will offer a variety of effects throughout the show. Your display will begin with a barrage of gold crackling stars and will end with a finale of color that will not be forgotten!

If this program meets your approval, please sign both copies of the enclosed contract and return one to our office, the other is for your files. Please also remit your $700.00 downpayment. Note that your insurance certificate will be issued in April. Upon receipt of the signed contract I will submit the necessary Fireworks Risk Control Review Application with the City of Mequon.

If you have any questions or concerns please feel free to contact me. If you would like to see any changes made to the program please give me a call so I can assist you. I want to be sure I am providing you with the best display possible. Wishing you a successful 2023 Taste of Mequon!

Sincerely,

Patrick W. Spielbauer
Spielbauer Fireworks Co., Inc.

SPIELBAUER FIREWORKS CO., INC.

DISTRIBUTORS & EXHIBITORS
WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.
Established In 1952

Office:
1976 Lane Road
Green Bay, WI 54311

Phone 1-920-336-0446
Fax 1-920-336-1214

Factory & Warehouses:
Bellevue

To: City of Mequon
Attn: Carrie Enea
11333 N. Cedarburg Road
Mequon, WI 53092

Conf. # 23Me7434
Order Date 2/20/2023
Date 3/7/2023
Terms $700.00 Due W/Contract.
Balance Due By 9/9/2023.

1% Per Month Interest Charged On Accounts Over 30 Days Old

Confirmation

$3,500.00 Fireworks Display for September 9, 2023 (Sat.)

	Opening		
1 —	150 Shot Happy Stars Box (45 sec.) - Lidu Repeating barrage box that creates gold crackling bursts overhead.	$230.00	$230.00
1 —	3 inch 10 Shot Brocade Crown Finale - Bulk - Lidu	$98.40	$98.40
	Additional Special Break Shells		
72 —	3 Inch Assorted Import Chrysanthemum & Peony Shell w/ Rising Tail - Lidu	$14.60	$1,051.20
	Total: 72 — 3 inch Special Break Shells		
	Midlevel Display		
1 —	300 Shot Mixed Pastel Tails To Bombettes Box (19mm) (35 sec.) - Icon	$230.00	$230.00
1 —	52 Shot Poisonous Spider Barrage Box (30 sec.) - Sunny Fires fifty-two timed color and spinning aerial shots 150 ft. overhead. Self contained box includes mortars.	$185.00	$185.00
1 —	3 inch 25 Shot Strobe & Palm Core w/ Silver Tail Box (25 sec.) - Sunny	$295.00	$295.00
	Grand Finale		
2 —	2.5 inch 36 Shot New Color Finale Box (40 sec.) - Lidu Creates a dazzling array of color and glitter in the night sky. Thirty-six shell special boxed finale. Self contained box includes mortars.	$230.00	$460.00
3 —	3 inch 10 Shot Import Color & Glitter Finale - Bulk - Lidu Creates a dazzling array of color and glitter in the night sky. Ten shell special finale - reloads only.	$98.40	$295.20

IMPORTANT
This merchandise sold and shipped on the representation of the buyer that the same will be used strictly in accordance with laws of the state of destination.

This merchandise is sold upon the condition that the seller shall not be liable in any civil action for any accident or injury occasioned during the transportation, handling, storage, sale or use of the merchandise.

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Fireworks Subtotal	$2,844.80
Less Discount	-$399.80
Discounted Price	$2,445.00

Insurance Coverage $5 million insurance coverage for public liability and property damage.	$525.00	$525.00
Operator Experienced pyrotechnic operators to be provided by Spielbauer Fireworks Co., Inc. Operators/ employees of Spielbauer Fireworks are covered under our workers compensation policy.	$350.00	$350.00
Delivery Fireworks to be delivered by Spielbauer Fireworks Co., Inc.	$105.00	$105.00
Equipment All equipment necessary for the set up and firing of display to be provided by Spielbauer Fireworks Co., Inc.	$0.00	$0.00
Permit Fee Spielbauer Fireworks to apply for local permit(s) required by authority having jurisdiction. Permit fee will accompany the application.	~~$75.00~~	~~$75.00~~ Waived by City CE

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Your Price $3,500.00
-75
$3425

Display Date: 9/9/2023
Rain Date: Unknown

RE: Taste of Mequon

Local permit to be applied for by Spielbauer Fireworks Co., Inc once signed contract is received (with Sharon).

Insurance Certificate to be issued in April once our policy renews for the upcoming season.

Display to begin at 9:00pm. Duration to be around ten minutes.

Contact: Carrie Enea at (262) 236-2941

CC: Cenea@CI.Mequon.WI.us

Thank you for your order.

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