

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, May 19, 2025 - 6:00 p.m.
Municipal Complex - Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956
Agenda

1. **Call to Order, Pledge of Allegiance and Roll Call**
2. **Awards/Presentations**
 - a) Retirement Presentation for Police & Fire Commissioner Mike Lettier – Village President Dale Youngquist and Police & Fire Commission President Tom Gritton
 - b) Governor's Proclamation of Municipal Clerks Appreciation Week May 4 – 10, 2025, Village President Dale Youngquist
3. **Public Hearings**
4. **Minutes to Approve/ Minutes and Correspondence to Receive**

Minutes to Approve

 - a) Regular Village Board Meeting – May 5, 2025

Minutes and Correspondence to Receive

 - b) Park Commission Meeting Minutes – April 9, 2025
 - c) Water Main Breaks Report – April 2025
 - d) Water Pumpage Report – April 2025
5. **Public Comments Addressed to the Village Board.** Individuals properly signed in may speak directly to the Village Board on non-repetitive Village matters whether on, or not on the agenda. However, no announcements of candidacy for any elected position or "electioneering" will be permitted. Commenters must be orderly, wait to be called, speak from the podium, and direct their comments to the Board. A maximum of 2-minutes per person is allowed and you must return to the audience when signaled to do so. The total time allocated for public comments shall not exceed 30 minutes. Public comment is not permitted outside of this public comment period. Note: The Board's ability to act on or respond to public comments is limited by Chapter 19, WI Stats. To address the Village Board, complete the Public Participation signup sheet.
6. **Discussion Items**
7. **Unfinished Business**
8. **New Business- Resolutions/Ordinances/Policies**
 - a) 250519-1 Change Order #1 – 2025 Road Resurfacing Program to Include the Mayer Neighborhood Wedge & Overlay Project, the East Shady Lane Wedge & Overlay Project, the Ehlers Road Wedge & Overlay Project, and the American Drive Trail Repaving Project
 - b) 250519-2 Award Proposal – Municipal Complex Flooring Replacement Project
 - c) 250519-3 Authorization to Order an Emergency Backup Generator for Water Plant #4 Located at 2340 American Drive for Delivery and Installation in 2026
 - d) 250519-4 Appointment of Police & Fire Commission Member – James Gregory
 - e) 250519-5 Operator License Applicants
 - f) 250519-6 Expenditures
9. **Reports**
 - a) Village President Dale Youngquist – Open Book will be held In Person on June 2 & June 3 from 9:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m. in the Assembly Room; the 2025 Board of Review will be held on Wednesday, July 9, 2025 from 4:00 p.m. to 6:00 p.m.
 - b) Public Works Director Joe Hoechst – Valley Road Construction Update
 - c) Village Manager Jeffrey Sturgell – Fox Crossing Municipal Complex Summer Hours will be 7:30 a.m. – 4:30 p.m. Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday; Summer Hours will run from Memorial Day through Labor Day
10. **Closed Session**
11. **Adjourn**

A quorum of Police & Fire, Planning, and Park Commissions may be present, although official action by those bodies will not be taken; the only business to be conducted is for Village Board action.

Those individuals requiring the assistance of a sign language interpreter to participate in this meeting may call 720.7101 a minimum of five business days prior to the meeting.

**VILLAGE OF FOX CROSSING
BOARD OF TRUSTEES REGULAR MEETING
Municipal Complex – Arden Tews Assembly Room
Monday, May 5, 2025**

Minutes

1. Call to Order, Pledge of Allegiance, and Roll Call

Meeting called to order by Trustee Barb Hanson at 6:00 p.m. The Pledge of Allegiance was recited.

Village Clerk Darla Fink took roll call and noted those present: Trustees Kris Koeppe, Tim Raddatz, Kate McQuillan, Deb Swiertz, and Barbara Hanson. Excused: President Youngquist and Trustee Michael Van Dyke.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Director of Public Works Joe Hoechst, Director of Parks & Recreation Amanda Geiser, Attorney Blair Murphy-Pociask, Engineer Zach Laabs, and Engineer Lee Reibold. There were three attendees.

2. Awards / Presentations

3. Public Hearings

4. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

a) Regular Village Board Meeting – April 21, 2025

Minutes and Correspondence to Receive

MOTION: Trustee Swiertz, seconded by Trustee McQuillan to approve the minutes and accept them into record. Motion carried via voice vote.

5. Public Comments Addressed to the Village Board

6. Discussion Items

7. Unfinished Business

8. New Business-Resolutions/Ordinances/Policies

a) 250505-1 Proclamation of National Police Week 2025

MOTION: Trustee Swiertz, seconded by Trustee Koeppe to approve as submitted. Chief Blashka stated the week of May 11th – May 17th has been proclaimed as National Police Week and read the proclamation from Governor Evers. Motion carried via voice vote.

b) 250505 -2 Award Bid – Silverwood/Shreve Neighborhood Sanitary Sewer Lining Project

MOTION: Trustee Koeppe, seconded by Trustee Swiertz to approve as submitted. Director Hoechst stated this area has significant amounts of ground water seeping into the sanitary sewer system. He stated the Village has worked with the winning bidder before. Manager Sturgell stated we will be over budget on this project, however the Village was well under budget on the Margeo sanitary sewer project, so no budget amendment is needed. Motion carried via voice vote.

c) 250505-3 Award Bid – 2025 Crack Seal Program

MOTION: Trustee McQuillan, seconded by Trustee Swiertz to approve as submitted. Director Hoechst stated this is our annual maintenance program for streets and noted the bid came in better than last year. Motion carried via voice vote.

d) 250505-4 Approve Mutual Agreement to Terminate Lease Between the Wisconsin United Football Club and the Village of Fox Crossing Regarding the 9.55 Acre Property Located at 1251 Earl Street (Parcel #1210352)

MOTION: Trustee Koeppe, seconded by Trustee McQuillan to approve as submitted. Director Geiser stated the Football Club has stated it is no longer financially feasible for them to continue to maintain this facility and asked to terminate this 50-year lease. Motion carried via voice vote.

e) 250505-5 Approve Land Use and Facility Agreement with Neenah Soccer Club for the Property Located at 1251 Earl Street

MOTION: Trustee McQuillan, seconded by Trustee Swiertz to approve as submitted. Director Geiser stated the Neenah Soccer Club is interested in relocating from their current location to a different facility, and this property would fit their needs. The Park Commission is comfortable signing a one-season lease through the end of this soccer season. At that time, the Village will likely solicit proposals from all youth groups to see who would be the best fit for this property going forward. Motion carried via voice vote.

f) 250505-6 Accept Land Donation from Wisconsin United Football Club, Inc. for the 0.45 Acre Vacant Property Located at 766 Airport Road (Parcel #121035201)

MOTION: Trustee McQuillan, seconded by Trustee Koeppe to approve as submitted. Director Geiser stated this completes the Football Club's withdrawal from this facility, and they would like to donate this small parcel back to the Village. Motion carried via voice vote.

g) 250505-7 Reappointment of Housing Board of Appeals Member – Aaron Meloan

MOTION: Trustee Swiertz, seconded by Trustee McQuillan to approve as submitted. Motion carried via voice vote.

h) 250505-8 Expenditures

MOTION: Trustee Koeppe, seconded by Trustee McQuillan to approve the expenditures submitted without exception. Motion carried via voice vote.

9. Reportsa) Village Clerk Darla Fink – Open Book will be held In Person on June 2 & June 3 from 9:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m. in the Assembly Room; the 2025 Board of Review will be held on Wednesday, July 9, 2025 from 4:00 p.m. to 6:00 p.m.

Clerk Fink reminded residents of the upcoming Open Book and Board of Review dates/times.

b) Trustee Kris Koeppe – Results of Electronic Recycling Event held on April 26, 2025

Trustee Koeppe stated the Sustainability Committee was able to collect 16,000 lbs. of electronic recyclables and considers this a successful event. He thanked all of the volunteers for their help with this event.

10. Closed Session11. Adjourn

At 6:19 p.m., **MOTION:** Trustee Swiertz, seconded by Trustee Koeppe to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Fink, WCMC, CMC
Village Clerk

Note: These minutes are not considered official until acted upon at an upcoming meeting; therefore, are subject to revision.



FOX CROSSING PARKS & RECREATION DEPARTMENT

2000 Municipal Drive Neenah, WI 54956-5663
Phone (920) 720-7108 Fax (920) 720-7113
www.foxcrossingwi.gov | parkrec@foxcrossingwi.gov

PARK COMMISSION MEETING MINUTES

April 9, 2025

Park Commissioners Present: Jim Beson, Jordyn Kurer, Kathy Sylvester, Suneer Patel (Virtually), Chris McCoy

Excused: Jean Wollerman, Steve Otto

Staff Present: Director Amanda Geiser

Others in Attendance: Rocky Schafer, Josh Acker, Sean Breitzman, Steve Shelley

* * * * *

The Commission meeting was held at the Municipal Complex, 2000 Municipal Dr., Neenah, and was called to order by Commissioner Beson at 6:00PM. The Pledge of Allegiance was recited and roll call was taken.

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the March 12, 2025, regular meeting minutes. Commissioner Sylvester motioned to accept the minutes, seconded by Commissioner Kurer. Motion carried.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

- A. Earl Street Soccer Complex:** Director Geiser provided an update on the status of the Earl Street soccer complex land lease. The current lessee, WI United FC, is no longer in a position to program and maintain the property and would like to end the lease agreement that has been in place since 1998. Staff is currently working with the Village's attorney to go through the process of ending the lease. Upon WI United's exit, the storage/restroom facility and remaining property will officially be turned over to the Village of Fox Crossing. Director Geiser discussed that this was a recent, unexpected development, and asked the Park Commission for feedback on what they'd like to see done with the facility. The Village will now have another 10 acres of property to maintain. Commissioners indicated they would like to see it remain a youth sports complex.

Members from the Neenah Soccer Club (NSC) were in attendance and expressed interest in using the facility, hoping for a long-term arrangement. Sean Breitzman gave a brief background on the club and discussed how this facility would be a good way to keep youth soccer going in the Fox Crossing, Neenah, and Menasha communities. They would like to see the game grow and extend their programming reach. They feel this facility would help them do so.

Director Geiser noted that due to this being a new development, the process of moving forward with a new plan will take some time. Staff's recommendation would be to allow NSC to use the facility this year, with a short-term agreement, until the Village can go through the process of soliciting proposals from all groups who may be interested in leasing the facility. It was noted that ultimately, the Park Commission and Village Board will make a determination on which user-group is most capable of maintaining the property, and which group will provide the most benefit to our community. It was the consensus of the Park Commission that staff should work with NSC on a short-term agreement. Commissioners also noted if NSC is committed to investing time and effort into the facility, they should be given additional consideration when the Village chooses a long-term lessee.

- B. Schildt Park Redevelopment:** Director Geiser provided an initial draft of the redevelopment plan for Schildt Park. The development will take place in coordination with a new stormwater pond that will be constructed in 2026. Initial plans call for pickleball courts, an archery range, walking trails, and an extension of the existing parking lot. Staff is currently working with McMahon for both the stormwater plans and park development. Director Geiser will bring a revised plan back to the May meeting for review.

REPORTS

- A. Park Report:** Accepted as written.
- B. Recreation Report:** Accepted as written.
- C. Director Report:** Accepted as given.
- D. Commission Reports:**
 - **Commissioner Beson:** Stated that he will work with Foreman Tauscher and assist to remove a couple of ash trees at Gant Park. He also reported that the volunteer group will be starting soon and will work at the Rydell Conservancy and O'Hauser Park.
 - **Commissioner McCoy:** Mentioned that he took a walk at Palisades Park recently and surprisingly observed people playing tennis, not pickleball. He thought that was interesting as it seems pickleball is primarily what people want to play these days.
 - **Commissioner Kurer:** No report.
 - **Commissioner Sylvester:** No report.
 - **Commissioner Patel:** No report.
 - **Commissioner Wollerman :** Excused.
 - **Commissioner Otto:** Excused.

OLD BUSINESS

- None

NEW BUSINESS

- A. Financial Assistance Request:** *Commissioner Kurer made a motion to approve the Financial Assistance Application as submitted. Commissioner Sylvester seconded the motion.*

The Commission granted \$57.50 worth of Financial Assistance to the applicant which will cover costs associated to the enrollment of one child into the YEL Chess Camp.

The motion was put to a vote and all were in favor, motion carried unanimously.

- B. Disc Golf Extended Hours:** *Commissioner Sylvester made a motion to approve the temporary change of operating hours at the O'Hauser Disc Golf Course which will allow the course to be open from 6A until 11PM through September 30, 2025. Commissioner McCoy seconded the motion.*

Director Geiser brought back a request made by disc golfers to extend the course hours through the end of September. The extended hours would allow golfers to play glow golf. Last year was a trial year for the extended hours and neither staff nor the Police Department received any complaints. Staff is in favor of allowing the extension again in 2025.

The motion was put to a vote and all were in favor, motion carried unanimously.

- C. Dissolution of Land Use - Wisconsin United Football Club:** *Commissioner McCoy made a motion to approve WI United Football Club's 2025-2026 Wittmann Park Land Use Agreement. Commissioner Kurer seconded the motion.*

Referencing the discussion that took place earlier in the meeting, Director Geiser noted that WI United no longer has a need to use the fields at Wittmann Park. By dissolving the current land use agreement, the Parks and Recreation Office will now be able to freely schedule the fields.

The motion was put to a vote and all were in favor, motion carried unanimously.

CORRESPONDENCE


- None

ADJOURNMENT

Commissioner Sylvester mentioned, seconded by Commissioner Kurer, to adjourn the Park Commission meeting at 7:02PM. Motion carried unanimously.

The next Commission meeting is scheduled for May 14, 2025, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,

A handwritten signature in black ink, appearing to read "James F. Beson".

Jim Beson
Chairperson - Village of Fox Crossing Park Commission

FOX CROSSING UTILITIES

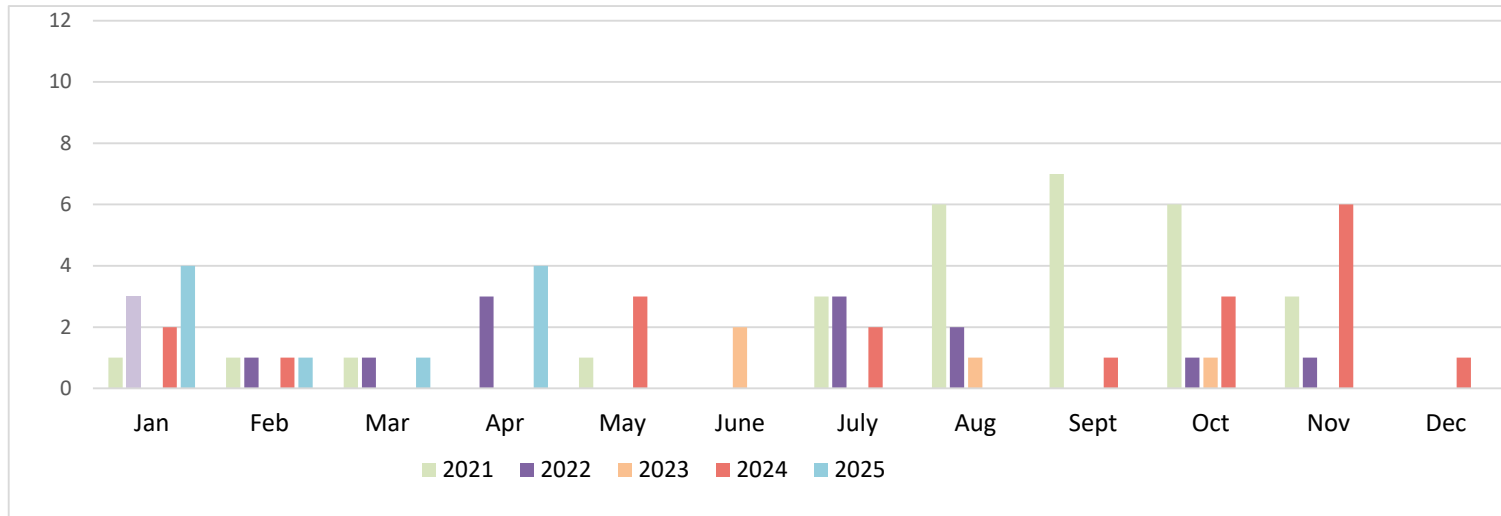
WATER MAIN BREAK/MISC WATER REPAIR REPORT APRIL, 2025

Water Main Breaks

4/9/2025	Happy Hollow	4" Main Break
4/16/2025	Elru Dr	4" Main Break
4/19/2025	2150 Holly Rd	8" Main Break
4/16/2025	2225 American Dr	8" Main Break

Total water main breaks year to date for 2025 = 10

Total water main breaks this time in 2024 = 3



YEAR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2021	1	1	1	0	1	0	3	6	7	6	3	0	29
2022	3	1	1	3	0	0	3	2	0	1	1	0	15
2023	0	0	0	0	0	2	0	1	0	1	0	0	4
2024	2	1	0	0	3	0	2	0	1	3	6	1	19
2025	4	1	1	4									10

Utility Repairs

1 4/24/2025	1097 Cold Spring Rd	Repaired stop box that was hit by car.
2 4/27/2025	2065 D American Dr	2" Service Leak
3 4/29/2025	8387 St Norbert Dr	Repair Stop Box
4 4/30/2025	Jacobsen Rd	Hydrant #W:758 - Repaired drain rod

FOX CROSSING UTILITIES

Utility Miscellaneous

- 1 CONTINUED LARGE METER EXCHANGES.
- 2 CONTINUED VALLEY ROAD RELAY.
- 3 CONTINUED WORKING ON EXCHANGING SMALL METERS.
- 4 CONTINUED WITH LEAK DETECTION IN PROBLEM AREAS.
- 5 CONTINUED WORKING ON MOVING END POINTS FOR METERS THAT ARE NOT READING FROM ANTENNAS.

WASTEWATER REPAIR/MISC REPORT APRIL, 2025

Wastewater Miscellaneous

1	Lift Station #1 - Brighton Beach Rd	Annual preventive maintenance was done by Crane Engineering. Pump spool pieces replaced and new rotating assembly in Pump 3.
2	Lift Station #2 - Lakeshore Dr & Frances St	Cleaned wetwell and mixer. Annual preventive maintenance was done by Crane Engineering. Routine maintenance.
3	Lift Station #3 - Lakeshore Dr	Annual preventive maintenance was done by Crane Engineering.
4	Lift Station #4 - Memorial Dr/Foster St	Annual preventive maintenance was done by Crane Engineering.
5	Lift Station #5 - Green Patch	Annual preventive maintenance was done by Crane Engineering.
6	Lift Station #6 - Calumet St	Mixer preventive maintenance. Cleaned wetwell. Lift station check valves cleaned.
7	Lift Station #7 - Stroebe Rd & Harry's Gateway	Routine maintenance.
8	Lift Station #9 - County Rd II (Winchester Rd)	Pumps pulled and cleaned rags. Mixer preventive maintenance done by Crane Engineering.
9	Miscellaneous:	Painted generator room at Brighton Beach Televised a lot of sewer looking for I&I Inspected several manholes on east side looking for I&I Started cleaning east side sewer system

FOX CROSSING UTILITIES PUMPAGE REPORT

MONTH: APRIL, 2025

	Total water purchased & pumped from wells										
	EAST SIDE				WEST SIDE					TOTAL PUMPED X 1,000	Compare to same month in 2024
	DEEP WELL #5 X 1,000	DEEP WELL #7 X 1,000	PURCHASED CTY/MENASHA X 1,000	TOTAL EAST X 1,000	DEEP WELL #3 X 1000	DEEP WELL #4 X 1,000	DEEP WELL #6 X 1,000	DEEP WELL #8 X 1,000	TOTAL WEST X 1,000		
TOTAL	8,532	7,323	13,172	29,027	9,814	8,059	1,451	17,891	37,215	66,242	73,005
AVERAGE/DAY	284	244	244	772	327	269	48	596	1,240	2,012	8,734
MAXIMUM/DAY	599	546	546	1,172	809	809	727	794	1,536	2,708	2,934
MINIMUM/DAY	-	-	-	805	-	-	-	-	994	1,799	2,023

	SERVICE PUMPAGE (Water pumped to distribution system)						
	EAST SIDE		WEST SIDE			TOTAL SERVICE PUMPAGE	Compare to same month in 2024
	PLANT #2	PLANT #3	PLANT #4	TOTAL WEST SIDE	TOTAL EAST & WEST		
	X 1,000	X 1,000	X 1,000	X 1,000	X 1,000		
TOTAL	26,587	18,113	18,861	36,974	63,561	69,653	
AVERAGE/DAY	886	604	629	1,233	2,119	2,322	
MAXIMUM/DAY	1,057	938	766	1,704	2,481	2,617	
MINIMUM/DAY	764	400	482	882	1,696	1,870	

WATER LEVEL READINGS						
EAST SIDE DEEP WELLS			WEST SIDE DEEP WELLS			
#5	#7		#3	#4	#6	#8
AVERAGE STATIC	148'	-	54'	54'	59'	38'
AVERAGE PUMPING LEVEL	332'	360'	152'	152'	189'	208'

East Side System Purchased Water					
Month 2025		45%	Month 2024		50%
Year-to-Date		42%	Year-to-Date		46%
			Month, 2023		39%
			Year-to-Date		39%

RES #250519-1

**CHANGE ORDER #1 – 2025 ROAD RESURFACING PROGRAM TO INCLUDE THE
MAYER NEIGHBORHOOD WEDGE & OVERLAY PROJECT, THE EAST SHADY
LANE WEDGE & OVERLAY PROJECT, THE EHLERS ROAD WEDGE & OVERLAY
PROJECT, AND THE AMERICAN DRIVE TRAIL REPAVING PROJECT**

WHEREAS, on March 24, 2025, MCC, Inc. was awarded the 2025 Road Resurfacing Program to Include the Mayer Neighborhood Wedge & Overlay Project, the East Shady Lane Wedge & Overlay Project, the Ehlers Road Wedge & Overlay Project, and the American Drive Trail Repaving Project; and

WHEREAS, Change Order #1 reflects a net increase of \$228,317.15, due to the following:

Add Installation of Mayer Street Storm Sewer	\$ 61,124.95
Add Repaving of Cold Spring Trail (W. American Dr to Jacobsen Rd)	\$ 49,644.20
Add Repaving of Friendship Trail (CTH CB to Cold Spring Rd)	\$ 73,829.60
Add Repaving of W. American Dr Trail (E. Shady to Copperhead Dr)	\$ 60,666.40
Change Concrete Type and Reduce Quantity for Trail Project	<u>(\$ 16,948.00)</u>
Total:	\$ 228,317.15

WHEREAS, the increase of \$228,317.15 from Change Order #1 items, results in a new total contract price of \$1,499,882.90; and

WHEREAS, it is the recommendation of Engineer Lee Reibold, Public Works Director Joe Hoechst, and Parks & Recreation Director Amanda Geiser to approve Change Order #1 to MCC, Inc., for a total increase in the amount of \$228,317.15, resulting in a new contract amount of \$1,499,882.90.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #1 for the 2025 Road Resurfacing Program to Include the Mayer Neighborhood Wedge & Overlay Project, the East Shady Lane Wedge & Overlay Project, the Ehlers Road Wedge & Overlay Project, and the American Drive Trail Repaving Project contract, for a total increase in the amount of \$228,317.15 to **MCC, Inc., 2600 N. Roemer Road, Appleton, Wisconsin**, for an adjusted contract amount of \$1,499,882.90.

Adopted this 19th day of May, 2025

*Requested by: Joe Hoechst, Public Works Director
Amanda Geiser, Director of Parks & Recreation
Submitted by: Dale A. Youngquist, Village President*

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



May 8, 2025

MCC, Inc.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Re: Village of Fox Crossing
2025 Asphalt Street Resurfacing Program
Change Order #1
McM. No. F0057-09-25-00136-C

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase to the Contract in the amount of \$228,317.15. The current Contract Price is \$1,499,882.90.

Please review and sign in the space provided. **Return signed copy to our office.** We will obtain the Owner's signature and distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "Lee R. Reibold".

Lee R. Reibold, P.E.
Associate / Senior Municipal & Civil Engineer

LRR:car

Enclosure: Change Order #1

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

MCC, INC.
2600 N. Roemer Road
P.O. Box 1137
Appleton, WI

Contract No. F0057-09-25-00136-C
Project File No. F0057-09-25-00136.02
Change Order No. One (1)
Issue Date: May 8, 2025
Project: Village of Fox Crossing-2025 Asphalt
Street Resurfacing Program

You Are Directed To Make The Changes Noted Below In The Subject Contract:

(Item Description)	(Price)
1.1 ADD Mayer Street Storm Sewer per attached	+\$61,124.95
1.2 ADD Cold Spring Road Trail Paving per attached	+\$49,644.20
1.3 ADD Friendship Trail Paving per attached	+\$73,829.60
1.4 ADD W. American Drive Trail Paving per attached	+\$60,666.40
1.5 Base Bid M-American Dr Trail Revisions (Deduct of \$16,948.00 new total=\$212,061.00)	
▶ Remove Existing Concrete Pavement (updates Bid Item 2-M) 460 SY @ \$15.25/SY	+\$7,015.00
▶ 6-inch Concrete Pavement (H.E.S.) 880 SY @ \$64.20/SY	+\$56,496.00
▶ 8-inch Reinforced Concrete Pavement (H.E.S.) 380 SY @ \$66.25/SY	+\$25,175.00
▶ DEDUCT Items 2-M and 5-M	-\$105,634.00
TOTAL	+\$228,317.15

The Changes Result In The Following Adjustments:


	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,271,565.75	days
Adjustments Per This Change Order	+\$228,317.15	days
Current Contract Status	\$1,499,882.90	days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
MCC, INC.
Appleton, Wisconsin

Authorized:
VILLAGE OF FOX CROSSING
Winnebago County, Wisconsin

By: 
Date: 05/08/2025

By: 
Date: 5/15/2025

By: _____
Date: _____

- ☐ OWNER Copy
- ☐ CONTRACTOR Copy
- ☐ ENGINEER Copy (Contract Copy)
- ☐ FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution



P.O. Box 1137
 2600 Roemer Road
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-380-9459

To: Village Of Fox Crossing		Contact:	
Address: Attn Finance Dept Neenah, WI 54956		Phone: 920-720-7106	
		Fax:	
CO Name: Storm Sewer Mayer		CO ID: CO2	
Project Location: Various, Fox Crossing, WI		CO Date: 3/18/2025	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove, Salvage & Reinstall Small Pipe Culvert	3.00	EACH	\$765.00	\$2,295.00
2	12-Inch Storm Sewer	428.00	LF	\$82.40	\$35,267.20
3	36-Inch Diameter Storm Sewer Yard Drain	2.00	EACH	\$3,050.00	\$6,100.00
4	48-Inch Diameter Storm Sewer Manhole	1.00	EACH	\$4,795.00	\$4,795.00
5	Re-ditching	425.00	LF	\$8.95	\$3,803.75
6	Placement Of Topsoil And Preparation For Seeding	710.00	SY	\$8.10	\$5,751.00
7	Remove Concrete Pavement Including Saw Cutting	693.00	SF	\$0.65	\$450.45
8	3-Inch HMA Pavement Restoration	1,133.00	SF	\$2.35	\$2,662.55

Total Bid Price: \$61,124.95

Notes:

- Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.
- It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.
- Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.

Payment Terms:

Payment Terms: Payment Due Upon Completion

CONSTRUCTION LIEN

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CONTINGENCY

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

CREDIT

IF THE AMOUNT OF THIS CONTRACT IS NOT PAID IN ACCORDANCE WITH THE TERMS STATED THEREIN, A FINANCE CHARGE OF 1-1/2% PER MONTH SHALL BE CHARGED ON THE UNPAID BALANCE.

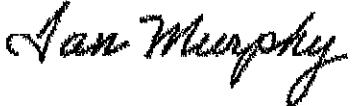
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WHEN DUE, THEN THE ABOVE PROVISIONS CONCERNING ATTORNEY'S FEES SHALL BECOME APPLICABLE.

EXCAVATOR TO FURNISH AND INSTALL COMPACTED GRAVEL BASE WITHIN .1' (ONE-TENTH OF A FOOT) IN ALL ASPHALT AREAS.

CREDIT CARD

MCC WILL IMPOSE A SURCHARGE ON THE TRANSACTION AMOUNT FOR ANY PAYMENTS MADE BY CREDIT CARD, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE. WE DO NOT SURCHARGE DEBIT CARDS.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: MCC, INC.  Authorized Signature: Estimator: Ian Murphy (920) 749-3360 ian.murphy@murphyinc.org
---	---



P.O. Box 1137
2600 Roemer Road
Appleton, WI 54912-1137
Phone: 920-749-3360
Fax: 920-380-9459

To:	Village Of Fox Crossing	Contact:			
Address:	Attn Finance Dept Neenah, WI 54956	Phone:	920-720-7106		
		Fax:			
CO Name:	Trails	CO ID:	C03		
Project Location:	Various, Fox Crossing, WI	CO Date:	3/18/2025		
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price

Cold Spring Road Trail

1	Remove Existing Asphalt Pavement	1,820.00	SY	\$3.31	\$6,024.20
2	Fine Grading & Compactions Of Aggregate Base	2,200.00	SY	\$1.46	\$3,212.00
3	3 Inch HMA Pavement, 4 LT 58-28S	340.00	TON	\$76.95	\$26,163.00
4	Turf Restoration	1,850.00	SY	\$7.70	\$14,245.00
Total Price for above Cold Spring Road Trail Items:					\$49,644.20

Friendship Trail

1	Remove Existing Asphalt Pavement	2,780.00	SY	\$3.08	\$8,562.40
2	Fine Grading & Compaction Of Aggregate Base	3,340.00	SY	\$1.39	\$4,642.60
3	3 Inch HMA Pavement, 4 LT 58-28S	500.00	TON	\$76.38	\$38,190.00
4	Turf Restoration	2,780.00	SY	\$8.07	\$22,434.60
Total Price for above Friendship Trail Items:					\$73,829.60

W. American Drive Trail

1	Remove Existing Asphalt Pavement	2,350.00	SY	\$3.16	\$7,426.00
2	Fine Grading & Compaction Of Aggregate Base	2,800.00	SY	\$1.42	\$3,976.00
3	3 Inch HMA Pavement, 4 LT 58-28S	430.00	TON	\$76.58	\$32,929.40
4	Turf Restoration	2,250.00	SY	\$7.26	\$16,335.00
Total Price for above W. American Drive Trail Items:					\$60,666.40

Total Bid Price: \$184,140.20

Notes:

- Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.
- It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.
- Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.

Payment Terms:

Payment Terms: Payment Due Upon Completion

CONSTRUCTION LIEN

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR

MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CONTINGENCY

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

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ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: MCC, INC.  Authorized Signature: Estimator: Ian Murphy (920) 749-3360 ian.murphy@murphyinc.org
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2600 Roemer Road
Appleton, WI 54912-1137
Phone: 920-749-3360
Fax: 920-380-9459

To:	Village Of Fox Crossing	Contact:	
Address:	Attn Finance Dept Neenah, WI 54956	Phone:	920-720-7106
CO Name:	American Drive Trail	Fax:	
Project Location:	Various, Fox Crossing, WI	CO ID:	CO1
		CO Date:	3/18/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove Existing Concrete Pavement (updates Bid Item 2-M Quantity)	460.00	SY	\$15.25	\$7,015.00
2	6-Inch Concrete Pavement (updates Bid Item 5-M Quantity)	440.00	SY	\$60.00	\$26,400.00
3	6-Inch Concrete Pavement (H.E.S.)	880.00	SY	\$64.20	\$56,496.00
4	8-Inch Reinforced Concrete Pavement	190.00	SY	\$62.35	\$11,846.50
5	8-Inch Reinforced Concrete Pavement (H.E.S.)	380.00	SY	\$66.25	\$25,175.00

Total Bid Price: ~~-\$86,097.00~~
\$88,686.00

Notes:

- Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.
- It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.
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<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: MCC, INC.</p> <p><i>Ian Murphy</i></p> <p>Authorized Signature:</p> <p>Estimator: Ian Murphy (920) 749-3360 ian.murphy@murphyinc.org</p>
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RES #250519-2

AWARD PROPOSAL – MUNICIPAL COMPLEX FLOORING REPLACEMENT PROJECT

WHEREAS, two (2) proposals for the Municipal Complex Flooring Replacement project were submitted to the Public Works Department (proposal tabulation as follows):

<u>Item</u>	<u>H.J. Martin and Son, Inc.</u>	<u>Macco's Commercial Interiors, Inc.</u>
Base Proposal	\$ 67,586.18	\$ 80,333.00
Alternate #1	\$ 18,041.83	\$ 13,811.00
Alternate #2	\$ 20,351.62	\$ 22,649.00
Alternate #3	<u>\$ 13,944.58</u>	<u>\$ 10,853.00</u>
Total:	\$119,924.21	\$127,646.00

WHEREAS, it is the recommendation of Public Works Director Joe Hoechst and Street Superintendent Brian Bauer to award the Base Proposal, Alternate #1, Alternate #2, and Alternate #3 to H.J. Martin and Son, Inc., in the total amount of \$119,924.21, with final quantity adjustments made by change order to reflect actual quantities.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Proposal, Alternate #1, Alternate #2, and Alternate #3 for the Municipal Complex Flooring Replacement project to **H.J. Martin and Son, Inc., 970 American Drive, Neenah, Wisconsin**, for the total amount of **\$119,924.21**.

Adopted this 19th day of May, 2025

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



Green Bay Showroom: 320 S. Military Ave, Green Bay, WI 54303 | **t:** 920-494-3461 | **f:** 920-494-4177
Neenah Showroom: 970 American Drive, Neenah, WI 54956 | **t:** 920-886-6668 | **f:** 920-886-3880
Contact: e: info@hjmartin.com | **w:** www.hjmartin.com

Commercial Flooring | Floorcare | Glass & Glazing | Walls & Ceilings | Doors & Hardware | Millwork Installation
Residential Flooring | Floorcare | Tiled Showers | Shower Doors | Backsplashes | Accent Walls
National Retail Solutions Fixture Installation | Remodels & Rollouts | Construction Management
 Merchandising | Casework Installation | Concrete Polishing

SOLD TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

SHIP TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

QUOTE NUMBER	HQ081479	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	BASE BID				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
NONE					
1.00		LABOR REMOVE EXISTING-CARPET - GLUE DOWN BY HOUR <i>Removal of glue down carpet, VCT, and vinyl base</i>	\$4,000.00	HR	\$4,000.00
1.00		LABOR REMOVE EXISTING-CERAMIC BY HOUR	\$6,000.00	HR	\$6,000.00
NONE SUBTOTAL:					\$10,000.00
CARPET #1					
427.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$36.00	EA	\$15,372.00
5.00	NORE-4	MILLIKEN MODULAR NON REACTIVE ADHESIVE 4 GALLON, 4 GALLON Units: 5	\$237.06	EA	\$1,185.30
3,843.00		LABOR CARPET TILE-INSTALL	\$0.75	SF	\$2,882.25
CARPET #1 SUBTOTAL:					\$19,439.55
CARPET #2					
25.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED <i>Allowance for walk off carpet tile in 2 smaller vestibules and into hallway to corner of wall</i>	\$88.00	EA	\$2,200.00
1.00	NORE-4	MILLIKEN MODULAR NON REACTIVE ADHESIVE 4 GALLON, 4 GALLON Units: 1	\$248.91	EA	\$248.91
225.00		LABOR CARPET TILE-INSTALL	\$0.75	SF	\$168.75
CARPET #2 SUBTOTAL:					\$2,617.66

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 3:55PM BY A.HAMNING

Pricing expires after 30 calendar days. If this contract is acceptable, sign below and return within 30 days of its date. Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its reverse side or attached. Terms of Payment: Net 15 days.

CUSTOMER SIGNATURE

DATE

AUTHORIZED SIGNATURE



Green Bay Showroom: 320 S. Military Ave, Green Bay, WI 54303 | t: 920-494-3461 | f: 920-494-4177
Neenah Showroom: 970 American Drive, Neenah, WI 54956 | t: 920-886-6668 | f: 920-886-3880
Contact: e: info@hjmartin.com | w: www.hjmartin.com

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PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	BASE BID				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
TILE #1					
1,200.00		LABOR CERAMIC - INSTALL PER SF	\$6.95	SF	\$8,340.00
		Allowance for 12x24 tile to be installed in bathrooms and locker rooms			
		Option for tile base add \$5100			
3.00	AEVT125B20	SCHLUTER RENO V 1/2IN SATIN ANODIZED ALUMINUM, SATIN ANODIZED ALUMINUM Units: 3	\$64.53	PC	\$193.59
1,200.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$5.00	EA	\$6,000.00
4.00	300335	GREEN SEEL WATERPROOFING/ANTI-FRACTURE MEMBRANE- 3-1/2 GALLON, GREENSEEL Units: 4	\$212.08	EA	\$848.32
24.00	BOBTSG-50	BOSTIK BIG TILE AND STONE LATEX MEDIUM SET 50LB GRAY, GRAY Units: 24	\$35.13	BG	\$843.12
3.00	6XX25000	MAPEI ULTRACOLOR PLUS SANDED 25LB, TO BE DETERMINED Units: 3	\$45.79	BG	\$137.37
3.00	KER2000	MAPEI KERACALK S SANDED 10 OZ, TO BE DETERMINED Units: 3	\$17.62	TB	\$52.86
TILE #1 SUBTOTAL:					\$16,415.26
LVT #1					
1,566.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$3.00	EA	\$4,698.00

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 3:55PM BY A.HAMNING

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PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	BASE BID				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
		Allowance for LVT butt tight, no grout			
2.00	MAP1951215	MAPEI ULTRABOND ECO 399 ADHESIVE 4 GALLON, 4 GALLON Units: 2	\$142.43	EA	\$284.86
1,566.00		LABOR LUXURY VINYL-INSTALL PER SF	\$2.25	SF	\$3,523.50
LVT #1 SUBTOTAL:					\$8,506.36
VINYL BASE					
1,320.00	JOH015WTC	CB-XX 1/8 4IN X 120FT COIL TOE, TO BE DETERMINED Units: 11	\$1.98	LF	\$2,613.60
1,320.00		LABOR - VINYL BASE INSTALL PER LF	\$2.00	LF	\$2,640.00
25.00	HA440-30	HENRY 440 COVEBASE ADHESIVE - 30OZ TUBE, 440-30 Units: 25	\$10.15	EA	\$253.75
VINYL BASE SUBTOTAL:					\$5,507.35

QUOTE SUBTOTAL \$62,486.18
SALES TAX (5.00% WI-70 WINNEBAGO) \$0.00
QUOTE TOTAL \$62,486.18

Remit payment to: P.O. Box 11387, Green Bay, WI 54307-1387

****QUOTE EXPIRES 30 DAYS FROM DATE SHOWN ABOVE****

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 3:55PM BY A.HAMNING

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CUSTOMER SIGNATURE

DATE

AUTHORIZED SIGNATURE

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. GENERAL. All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. TAXES. Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Purchaser shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. **IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND, SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
14. GOVERNING LAW, VENUE AND SEVERABILITY. This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.



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Neenah Showroom: 970 American Drive, Neenah, WI 54956 | **t:** 920-886-6668 | **f:** 920-886-3880
Contact: e: info@hjmartin.com | **w:** www.hjmartin.com

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Residential Flooring | Floorcare | Tiled Showers | Shower Doors | Backsplashes | Accent Walls
National Retail Solutions Fixture Installation | Remodels & Rollouts | Construction Management
 Merchandising | Casework Installation | Concrete Polishing

SOLD TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

SHIP TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

QUOTE NUMBER	HQ081482	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	ALTERNATE 1				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
NONE					
1.00		LABOR REMOVE EXISTING-CARPET - GLUE DOWN BY HOUR Removal of glue down carpet, VCT, and vinyl base	\$2,000.00	HR	\$2,000.00
NONE SUBTOTAL:					\$2,000.00
CARPET #1					
214.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$36.00	EA	\$7,704.00
10.00	NORE-4	MILLIKEN MODULAR NON REACTIVE ADHESIVE 4 GALLON, 4 GALLON Units: 10	\$237.06	EA	\$2,370.60
1,921.00		LABOR CARPET TILE-INSTALL	\$0.75	SF	\$1,440.75
CARPET #1 SUBTOTAL:					\$11,515.35
LVT #1					
357.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED Allowance for LVT butt tight, no grout	\$3.00	EA	\$1,071.00
1.00	MAP1951215	MAPEI ULTRABOND ECO 399 ADHESIVE 4 GALLON, 4 GALLON Units: 1	\$142.43	EA	\$142.43
357.00		LABOR LUXURY VINYL-INSTALL PER SF	\$2.25	SF	\$803.25
LVT #1 SUBTOTAL:					\$2,016.68
VINYL BASE					
600.00	JOH015WTC	CB-XX 1/8 4IN X 120FT COIL TOE, TO BE DETERMINED	\$1.98	LF	\$1,188.00

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 3:58PM BY A.HAMNING

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CUSTOMER SIGNATURE

DATE

AUTHORIZED SIGNATURE



Green Bay Showroom: 320 S. Military Ave, Green Bay, WI 54303 | **t:** 920-494-3461 | **f:** 920-494-4177
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SHIP TO FOX CROSSING MUNICIPAL BUILDING
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QUOTE NUMBER	HQ081482	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	ALTERNATE 1				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
		Units: 5			
600.00		LABOR - VINYL BASE INSTALL PER LF	\$2.00	LF	\$1,200.00
12.00	HA440-30	HENRY 440 COVEBASE ADHESIVE - 30OZ TUBE, 440-30	\$10.15	EA	\$121.80
		Units: 12			
VINYL BASE SUBTOTAL:					\$2,509.80

QUOTE SUBTOTAL \$18,041.83
SALES TAX (5.00% WI-70 WINNEBAGO) \$0.00
QUOTE TOTAL \$18,041.83

Remit payment to: P.O. Box 11387, Green Bay, WI 54307-1387

****QUOTE EXPIRES 30 DAYS FROM DATE SHOWN ABOVE****

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 3:58PM BY A.HAMNING

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CUSTOMER SIGNATURE

DATE

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ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. GENERAL. All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. TAXES. Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Purchaser shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. **IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND, SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
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SHIP TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

QUOTE NUMBER	HQ081486	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	ALTERNATE 2				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
NONE					
1.00		LABOR REMOVE EXISTING-CARPET - GLUE DOWN BY HOUR Removal of glue down carpet, VCT, and vinyl base	\$3,000.00	HR	\$3,000.00
NONE SUBTOTAL:					\$3,000.00
CARPET #1					
313.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$36.00	EA	\$11,268.00
4.00	NORE-4	MILLIKEN MODULAR NON REACTIVE ADHESIVE 4 GALLON, 4 GALLON Units: 4	\$237.06	EA	\$948.24
2,817.00		LABOR CARPET TILE-INSTALL	\$0.75	SF	\$2,112.75
CARPET #1 SUBTOTAL:					\$14,328.99
LVT #1					
1.00	MAP1951215	MAPEI ULTRABOND ECO 399 ADHESIVE 4 GALLON, 4 GALLON Units: 1	\$142.43	EA	\$142.43
357.00		LABOR LUXURY VINYL-INSTALL PER SF	\$2.25	SF	\$803.25
357.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$3.00	EA	\$1,071.00
LVT #1 SUBTOTAL:					\$2,016.68
VINYL BASE					
240.00	JOH015WTC	CB-XX 1/8 4IN X 120FT COIL TOE, TO BE DETERMINED Units: 2	\$1.98	LF	\$475.20

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 4:01PM BY A.HAMNING

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CUSTOMER SIGNATURE

DATE

AUTHORIZED SIGNATURE



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QUOTE NUMBER	HQ081486	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	ALTERNATE 2				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
240.00		LABOR - VINYL BASE INSTALL PER LF	\$2.00	LF	\$480.00
5.00	HA440-30	HENRY 440 COVEBASE ADHESIVE - 30OZ TUBE, 440-30 Units: 5	\$10.15	EA	\$50.75
VINYL BASE SUBTOTAL:					\$1,005.95

QUOTE SUBTOTAL \$20,351.62
SALES TAX (5.00% WI-70 WINNEBAGO) \$0.00
QUOTE TOTAL \$20,351.62

Remit payment to: P.O. Box 11387, Green Bay, WI 54307-1387

****QUOTE EXPIRES 30 DAYS FROM DATE SHOWN ABOVE****

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5/13/2025, 4:01PM BY A.HAMNING

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2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
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9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Purchaser shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. **IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND, SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
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QUOTE NUMBER	HQ081488	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	ALTERNATE 3				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
NONE					
1.00		LABOR REMOVE EXISTING-CARPET - GLUE DOWN BY HOUR Removal of glue down carpet, VCT, and vinyl base	\$1,000.00	HR	\$1,000.00
NONE SUBTOTAL:					\$1,000.00
CARPET #1					
172.00	MATERIAL ALLOWANCE	ALLOWANCE, TO BE DETERMINED	\$36.00	EA	\$6,192.00
13.00	NORE-4	MILLIKEN MODULAR NON REACTIVE ADHESIVE 4 GALLON, 4 GALLON	\$237.06	EA	\$3,081.78
1,548.00		LABOR CARPET TILE-INSTALL	\$0.75	SF	\$1,161.00
CARPET #1 SUBTOTAL:					\$10,434.78
VINYL BASE					
600.00	JOH015WTC	CB-XX 1/8 4IN X 120FT COIL TOE, TO BE DETERMINED Units: 5	\$1.98	LF	\$1,188.00
600.00		LABOR - VINYL BASE INSTALL PER LF	\$2.00	LF	\$1,200.00
12.00	HA440-30	HENRY 440 COVEBASE ADHESIVE - 30OZ TUBE, 440-30 Units: 12	\$10.15	EA	\$121.80
VINYL BASE SUBTOTAL:					\$2,509.80

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 4:03PM BY A.HAMNING

Pricing expires after 30 calendar days. If this contract is acceptable, sign below and return within 30 days of its date. Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its reverse side or attached. Terms of Payment: Net 15 days.

CUSTOMER SIGNATURE

DATE

AUTHORIZED SIGNATURE



Green Bay Showroom: 320 S. Military Ave, Green Bay, WI 54303 | **t:** 920-494-3461 | **f:** 920-494-4177
Neenah Showroom: 970 American Drive, Neenah, WI 54956 | **t:** 920-886-6668 | **f:** 920-886-3880
Contact: e: info@hjmartin.com | w: www.hjmartin.com

Commercial Flooring | Floorcare | Glass & Glazing | Walls & Ceilings | Doors & Hardware | Millwork Installation
Residential Flooring | Floorcare | Tiled Showers | Shower Doors | Backsplashes | Accent Walls
National Retail Solutions Fixture Installation | Remodels & Rollouts | Construction Management
 Merchandising | Casework Installation | Concrete Polishing

SOLD TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

SHIP TO FOX CROSSING MUNICIPAL BUILDING
 2000 MUNICIPAL DR
 NEENAH, WI 54956

QUOTE NUMBER	HQ081488	QUOTE DATE	5/13/2025	INSTALL DATE	
JOB NUMBER		SALESPERSON 1	MARY SOUTHER	CUSTOMER ID	59971
PHASE		SALESPERSON 2	AARON HAMNING	CUSTOMER PHONE	
JOB TYPE	RES-NEENAH	MEASURER			
PO NUMBER	ALTERNATE 3				

QTY	ITEM/ROLL #	DESCRIPTION	UNIT PRICE	U/M	TOTAL PRICE
-----	-------------	-------------	------------	-----	-------------

QUOTE SUBTOTAL \$13,944.58
 SALES TAX (5.00% WI-70 WINNEBAGO) \$0.00
 QUOTE TOTAL \$13,944.58

Remit payment to: P.O. Box 11387, Green Bay, WI 54307-1387

****QUOTE EXPIRES 30 DAYS FROM DATE SHOWN ABOVE****

****PLEASE SIGN LAST PAGE OF CONTRACT****

5/13/2025, 4:03PM BY A.HAMNING

Pricing expires after 30 calendar days. If this contract is acceptable, sign below and return within 30 days of its date. Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its reverse side or attached. Terms of Payment: Net 15 days.

CUSTOMER SIGNATURE

DATE

AUTHORIZED SIGNATURE

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. GENERAL. All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. TAXES. Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall Company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Purchaser shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. **IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND, SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
14. GOVERNING LAW, VENUE AND SEVERABILITY. This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.

RES #250519-3

**AUTHORIZATION TO ORDER AN EMERGENCY BACKUP GENERATOR FOR
WATER PLANT #4 LOCATED AT 2340 AMERICAN DRIVE FOR DELIVERY AND
INSTALLATION IN 2026**

WHEREAS, the Water Utility plans to purchase and install a 500KW emergency backup generator at Water Plant #4 located at 2340 American Drive in 2026; and

WHEREAS, Pieper Electric, Inc., the Village's general contractor for the project, solicited for proposals for the purchase and installation of a generator and transfer switch, and prepared the following three (3) proposals:

<u>Generator Vendor</u>	<u>Generator Manufacturer</u>	<u>Total Cost for Generator and Installation</u>
Total Energy	Kohler	\$793,453.00
Fabick Cat Green Bay	Caterpillar	\$798,395.00
Cummins Electric	Cummins	\$860,632.00

WHEREAS, Public Works Director Joe Hoechst and Utility Superintendent Mark Schmitt recommend purchasing a Caterpillar generator from Fabick Cat Green Bay with installation by Pieper Electric, Inc. for the total amount of \$798,395.00; and

WHEREAS, due to material and supply shortages, ordering a Caterpillar 500KW generator takes approximately six (6) months for acquisition, and nine (9) months for acquisition of a transfer switch; and

WHEREAS, Public Works Director Joe Hoechst seeks authorization to order an emergency backup generator for Plant #4 located at 2340 American Drive in 2025, with delivery and installation of the generator in 2026; and

WHEREAS, funds for the generator will need to be placed in the 2026 Water Utility Budget in the Fall of 2025.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that Director Hoechst is authorized to order a Caterpillar 500 KW emergency generator through Pieper Electric, Inc., for Plant #4, as attached, for delivery and installation scheduled in 2026.

Adopted this 19th day of May, 2025

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



PIEPER ELECTRIC, INC. | Our People Are Our Power

April 29, 2025

Fox Crossing
Attention: Mark Schmitt
2340 American Drive
Neenah, WI 54956

Re: American Drive Backup 500KW Caterpillar Generator Quote
Proposal Number 4148-JD-671F

Mr. Schmitt,

We will provide the labor, material, tools and supervision required to complete the following:

Electrical Budgetary Scope:

- Provide and install a Caterpillar 500KW Standby Generator at 480/277Volt output with a 800Amp LSI rated circuit breaker.
- Provide and install a new ASCO 1200Amp bypass isolation, 4 pole, delayed transition Automatic Transfer Switch (ATS) rated 480/277Volts. This switch is figured to be installed in the corner of the pump room near the existing backup gas engine.
- Provide and install a new 1200Amp main breaker enclosure to the side of the CT cabinet. To include Ground fault protection.
- Provide and install a 28FTX10FTX8" Deep concrete generator pad, with Rebar cage. This is figured to be installed behind the existing electrical utility transformer.
- Provide a 24" trench excavation from the concrete generator pad to the building. To include
- Provide and install a PVC duct bank rated 480/277Volts, 800Amps from the generator to the indoor generator transfer switch.
- Provide and install a 1200-amp 480/277 Volt utility power circuit from the load side of the new 1200Amp main breaker enclosure to the transfer switch.
- Provide and install a 1200-amp 480/277 Volt utility power circuit from the load side of the transfer switch back to the existing main breaker in the MCC lineup.
- Provide and install a new 50KVA single phase transformer on the roof of the electrical room.
- Provide and install a new 120/240Volt single phase panelboard with breakers needed to feed the Generator loads, battery charger, oil heater, Coolant heater, alternator heater.
- Provide and install conduits and communications cabling from the Generator, ATS and to the Remote Annunciator in the operator's control room.
- Provide and install a 2" Natural gas threaded Supply line from the existing building 2" Gas main piping inside the building if the pressures are correct. To include a new regulator, supply line to the generator.
- Provide load bank testing at 800amp Load bank breaker on the generator.
- Provide generator building load test.



- Provide Arc Flash calculation and labeling for the new equipment added to the existing electrical system, Generator-Automatic Transfer Switch. This lists the available Fault current at each piece of equipment, and the correct level of PPE to wear to protect from electrical hazards.
- Provide costs for WE Energies to disconnect and restore power.

Additional Notes:

- Caterpillar generator has an estimated shipping time of 26 Weeks.
- ASCO pricing is based on working straight time Monday through Friday 7am to 3:30pm.
- Caterpillar Genset warranty is 2 Years.
- ASCO 7000 Transfer switch warranty is comprehensive 2 years.
- Dual Purpose Docking station warranty is 2 years.
- 7000 Transfer switch has an estimated shipping time of 36 Weeks.
- Dual Purpose Docking Station has an estimated shipping time of 18Weeks
- The pricing is figured working straight time Monday through Friday 7:00AM-3:30PM

Excludes:

- Arc Flash and coordination study of the entire building electrical system. There are no existing labels indication a study has been performed; this will need to be verified before an arc flash and coordination study update can be provided. If complete facility study is needed Pieper can provide pricing.
- Electrical permit costs Fox Crossing

Pieper Electric's Estimated Base price for this project: \$798,395.00

Deduct for future purchase Caterpillar 500KW Generator: -\$225,170.00

Deduct for future purchase ASCO Transfer Switch: -\$62,480.00

Deduct for future purchase Trystar Dual Purpose docking station: -\$39,540.00

Estimated Payment Schedule:

2025 Negotiable upon items selected

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.



Our proposal does not include applicable tax. If this needs to be included, please notify us and we will update our proposal amount.

Please do not hesitate to contact us with any questions or concerns.

Sincerely, NOTE: This proposal valid 14
 days, negotiable thereafter.

Jamie Darkow
Department Supervisor
Pieper Electric Inc. Date Accepted: _____
(920)486-3717

By: _____

RES #250519-4

APPOINTMENT OF POLICE & FIRE COMMISSION MEMBER – JAMES GREGORY

WHEREAS, Police & Fire Commissioner Mike Lettier's current term expires on May 31, 2025;
and

WHEREAS, after 29 years of service to the Town of Menasha and Village of Fox Crossing,
Commissioner Lettier is retiring from the Commission at the end of his term; and

WHEREAS, it is the recommendation of the Village President to appoint James Gregory to a
five (5) year term commencing June 1, 2025 and expiring May 31, 2030; and

WHEREAS, an Oath of Office shall be administered by the Village Clerk upon appointment.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to
hereby approve the appointment of James Gregory to the Police & Fire Commission for a five
(5) year term commencing June 1, 2025 and expiring May 31, 2030.

Adopted this 19th day of May, 2025

Requested by: Dale A. Youngquist, Village President
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #250519-5

OPERATOR LICENSE APPLICANTS

WHEREAS, the operator license applicants for the upcoming two-year term, listed below, have made proper application with the Police Department; and

WHEREAS, all applicants either currently hold a valid two-year server license elsewhere, or have successfully completed the mandatory alcohol awareness training program, or have scheduled the course; and

WHEREAS, background checks have been conducted by the Police Department; and

WHEREAS, the Police Chief submits the applicants with a recommendation of approval as follows:

Madelyn Thoreson – Approved
Sukhwinder Singh – Approved
Sukhpal Gill – Approved
Samantha Malitz – Approved
Yamilette Ornelas – Approved
Kara Rendell – Approved
Courtney Myers – Approved

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees recommends the above applicants recommended for approval be approved, pending payment, successful background checks, and completion of a state-approved alcohol awareness training program, for the licensing period beginning July 1, 2024 - June 30, 2026.

Adopted this 19th day of May, 2025

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #250519-6

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,783,883.02

WHEREAS, the disbursements are categorized below & the detail is attached:

Pending:	
General Fund	\$ 73,390.58
Special Revenue Fund	\$ 67,728.32
Debt Fund	\$ -
Capital Projects Fund	\$ 854,216.95
Water Fund	\$ 78,342.07
Sewer Fund	\$ 200,359.18
Stormwater Fund	\$ 33,718.25
Trust & Agency Fund	\$ -
Special Processed Payments	\$ 476,127.67
Total:	<u>\$ 1,783,883.02</u>

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby authorizes the above expenditures to be paid by the Finance Department with the exception of none.

Adopted this 19th day of May, 2025.

Requested by: *Jeremy Searl, Finance Director*
Submitted by: *Dale A. Youngquist, Village President*

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: May 13, 2025
For Village Board Meeting of: May 19, 2025

REGULAR PROCESSED CHECKS		AMOUNT
General Fund		\$73,390.58
Special Revenue Funds		\$67,728.32
Debt Fund		\$0.00
Capital Projects Fund		\$854,216.95
Water Fund		\$78,342.07
Sewer Fund		\$200,359.18
Stormwater Fund		\$33,718.25
Trust & Agency Fund		\$0.00
Total Bills for		May 19, 2025
		<u><u>\$1,307,755.35</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	4/30-5/13/2025	**See Attached Listing**	\$188,990.16
ACH	Employee Benefits Corp	4/28-5/14/2025	Flex Spending Claims	\$3,789.07
ACH	North Shore	5/8/2025	Deferred Comp	\$1,450.00
ACH	Great West	5/8/2025	Deferred Comp	\$6,934.24
ACH	TVRP	5/7/2025	Suspension Fees	\$24.00
ACH	Elavon	5/13/2025	CC Fees	\$299.64
ACH	Pay Trac	5/13/2025	CC Fees	\$286.04
53637-53639	Payroll	5/8/2025	Payroll	\$1,008.46
ACH	Payroll	5/8/2025	Payroll	\$195,610.66
ACH	Payroll	5/8/2025	Taxes	\$77,735.40
Total Special Processed Payments				<u><u>\$476,127.67</u></u>
GRAND TOTAL				<u><u>\$1,783,883.02</u></u>