

# VILLAGE OF EPHRAIM

FOUNDED 1853



Physical Facilities/Utilities Agenda  
Tuesday, February 6, 2024 - 8:00 AM  
Village Hall 9996 Water Street

**NOTE: This Meeting of the Village Physical Facilities/Utilities Committee will also be held via teleconferencing. It will be available to the public to attend in person or by computer, phone, tablet, or dial-in. Connection information is included below in this notice.**

1. Call to order
2. Changes in Agenda
3. Previous minutes – January 2, 2024
4. Visitors’ comments
5. Maintenance Manager Report
6. Discussion and Consideration of Holiday Decoration Plan
7. Discussion and Consideration on German Road Property Upgrades
8. Discussion and Recommendation on the Purchase of 2020 Skidsteer
9. New business for the next meeting
10. Adjournment

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/819495021>

**You can also dial in using your phone.**

Access Code: 819-495-021

United States: [+1 \(571\) 317-3122](tel:+15713173122)

*\*It is possible that a quorum of the Village Board or other Village Committees may be present at the meeting. However, no action will be taken by any other Board or Committee unless specifically noticed.*

	Date <u>2/2/2024</u>
<hr/> <b>Andrea Collak, Clerk</b>	<input checked="" type="checkbox"/> Village Administrative Office
	<input checked="" type="checkbox"/> Visitors’ Center
	<input checked="" type="checkbox"/> Post Office
<hr/> <b>Kim Roberts, Deputy Clerk</b>	<input checked="" type="checkbox"/> Website: <a href="http://ephrain.wi.gov">ephrain.wi.gov</a>
	<input checked="" type="checkbox"/> Emailed to WDOR/ Peninsula Pulse

**VILLAGE OF EPHRAIM  
PHYSICAL FACILITIES AND UTILITIES MINUTES  
TUESDAY, JANUARY 9, 2024 – 8:00 AM  
9996 Water Street- Ephraim Village Hall**



**Action Items:**

**J. Peterman moved, Flottman seconded to approve the minutes of December 5, 2023, all ayes.** Motion carried.

**J. Peterman moved, Flottman seconded to accept the quote from Custom Manufacturing, Inc. for forty-nine thousand nine hundred ninety dollars (\$49,990) to complete the Ephraim Wetlands Boardwalk project, all ayes.** Motion carried.

**Flottman moved, J. Peterman seconded to make a contribution of one hundred and fifty dollars (\$150) to the Green Tier Committee's Tree Seedling Program, all ayes.** Motion carried.

**Flottman moved, J. Peterman seconded to adjourn at 8:18 AM, all ayes.** Motion carried.

---

**Present:** Paul Flottman, Jim Peterman, and Matt Meacham - Chair.

**Absent:** Diane Taillon and Fred Bridenhagen.

**Staff:** Brent Bristol – Village Administrator, Justin MacDonald – Maintenance Manager/Fire Chief, and Kim Roberts – Deputy Clerk.

**Guests in Person:** Maggie Peterman.

**Guests Online:** Cindy Nelson.

- 1. Call to Order:** The meeting was called to order by Meacham at 8:00 AM. A quorum was present for the meeting.
- 2. Changes to the agenda:** There were no changes to the agenda.
- 3. Approval of the previous minutes:**

**J. Peterman moved, Flottman seconded to approve the minutes of December 5, 2023, all ayes.** Motion carried.
- 4. Visitors' Comments:** There were none.
- 5. Maintenance Manager Report:**

MacDonald reviewed work done in December: Cleaning and maintenance of Village properties, assistance provided to the Wastewater Department, fifty (50) loads of yard waste hauled to the dump, repair of salters, delivery of salt, repairs to banners, replacement of street signs, reset GFI's on Christmas lights, snow removal, salting, painting of rear bathroom doors at the Village Hall, provided assistance for Christmas in the Village, built covers for AC units, clean up around the maintenance building, and commenced the process of hiring a third maintenance employee. MacDonald gave special thanks to Dirk Madsen for the donation of the Christmas tree for the North End sign.

A brief discussion was held regarding the consideration of ductless HVAC systems to replace the three (3) window AC units at the Administrative Building, Library, and Maintenance Shop. Meacham thought it would be a worthwhile investment if renovations were not to be considered in the near future.
- 6. Discussion on Moravia Point:**

J. Peterman provided an update on Moravia Point. He explained that he had not heard back from Jason Feldman therefore the assumption is that he does not want to do the project. He has spoken with another contractor who is willing to come look at the area and provide an estimate. Meacham insisted that any meeting with the contractor must involve MacDonald.
- 7. Discussion and consideration of Ephraim Wetlands:**

Bristol reviewed the Wisconsin Coastal Management grant application process which included a federal step in the process because it is a wetland project; it has been a very long process. The agreed-upon process with the Village Board at the outset of the application process was if we could find volunteer labor or matching funds, the Village Board agreed to move forward with the grant application. He explained that we are nearing the end of the window to get this project done by June; if the Village is going to complete the project, now is the time

if we are still going to get money from the state. Bristol provided background on the recently completed Newport State Park boardwalk. The contractor who completed the project with the assistance of volunteer labor has provided the Village with a quote. The second quote includes materials and labor and would eliminate the need to oversee and document volunteer labor. The company has a manufacturing warehouse where they can turn out the component pieces of the boardwalk. The second quote is a turnkey price for which they show up and do everything for forty-nine thousand nine hundred ninety dollars (\$49,990). There may be some site prep work that may be needed to assist with the work being completed. The upside of the second quote is that it eliminates the hours and hours of administrative oversight to document volunteer labor. Additionally, at less than fifty thousand dollars (\$50,000) it becomes a 50/50 matching grant; we can get twenty-five thousand dollars (\$25,000) from the state with only having to spend twenty-five thousand (\$25,000). With the first quote, to get our twenty-six thousand dollars (\$26,000), we would have to spend or match in kind with volunteer labor, thirty-seven thousand dollars (\$37,000). The fact that the second quote fell under fifty thousand dollars (\$50,000) makes it pretty attractive.

Bristol explained that the item was on the next Village Board agenda. With the previous stipulation of no Village money going towards this project, to get the project completed and take advantage of the grant funding that was approved for the Village, a recommendation from this committee with a request that the Village Board match the funds with room tax revenue would be helpful.

J. Peterman discussed the second quote and that it was a good deal, especially in comparison to the first quote. He felt the Village should move forward. He requested that MacDonald observe the installation so that he would have a basis for maintenance moving forward. Otherwise, J. Peterman stressed, the Ephraim Wetlands should be closed so it is not a liability to the Village.

Flottman felt it was a very viable option; it makes sense to have a company complete the project from start to finish.

**J. Peterman moved, Flottman seconded to accept the quote from Custom Manufacturing, Inc. for forty-nine thousand nine hundred ninety dollars (\$49,990) to complete the Ephraim Wetlands Boardwalk project, all ayes.** Motion carried.

J. Peterman noted that there still may be a couple of people who may be willing to contribute toward the project.

**8. Discussion and consideration of Green Tier's Tree Seedling Program:**

A discussion was held regarding a request from the Green Tier committee to contribute one hundred and fifty dollars (\$150) towards their Tree Seedling Program. Meacham explained that he had no problem with the amount requested but did not want to commit to an annual contribution. Both Flottman and J. Peterman were in support of the request.

**Flottman moved, J. Peterman seconded to make a contribution of one hundred and fifty dollars (\$150) to the Green Tier Committee's Tree Seedling Program, all ayes.** Motion carried.

**9. New business for the next meeting:** The next meeting will be held on February 6, 2024, at 8:00 AM.

- a. Moravia Point
- b. Holiday decoration plan.

**10. Adjournment:**

**Flottman moved, J. Peterman seconded to adjourn at 8:18 AM, all ayes.** Motion carried.

*Recorded by, Kim Roberts – Deputy Clerk*

## **Village of Ephraim Physical Facilities/Utilities January Maintenance Manager Report**

### Work done in January:

- Cleaning of Administration Building, Library, and Village Hall.
- Conducted Interviews and Hired a 3<sup>rd</sup> Maintenance Employee who will start February 12<sup>th</sup>
- Cleaned Sidewalk and Shorefront Walkway with Brush prior to snowfall
- Obtained 2 loads of Salt from Door County Highway Department
- Burned both Brush Piles
- Pushed remains of brush piles into manageable piles to be removed
- Hauled 37 loads of Snow from behind Village Hall
- Placed Ice Melter in gutters at Admin & Library to prevent Ice Damming
- Conducted Snow & Ice Control 9 times during the month (once with the assistance of our contractor)
- Used tractor to blow back intersections for increased visibility
- Eagle Mechanical checked over Hall Heating units
- Cleaning and routine maintenance of Snow Removal equipment was completed (Plows, Salt Spreaders, Snowblower)
- Temporarily repaired rear lighting on F350 due to corrosion issues. Full repairs will be done in the spring months after snow plowing is completed.
- JF Construction assisted with diagnosing and replacing 2 solenoids on F350 dump bed.
- Began taking down Christmas Decorations.
- Justin took a 7-hour continuing Education course for Septage License

*Respectfully Submitted*

*Justin MacDonald*

*Maintenance Manager*

[jmacdonald@ephrain.wi.gov](mailto:jmacdonald@ephrain.wi.gov)

920-495-0039

# J.F. Construction, Inc.

12281 Blackberry Road

Ellison Bay, WI 54210

Cell 920-421-1101 Email – [jfconstruction99@gmail.com](mailto:jfconstruction99@gmail.com)

January 9, 2024

Proposal to:

Village of Ephraim

Matt Meacham, Trustee

Physical Facilities committee

Email – [info@ephrain.wi.gov](mailto:info@ephrain.wi.gov)

**Scope of Work: Construct driveway entrance approx. 120ft by 20ft wide and parking area approx. 150ft by 165ft -- German Road Property**

(A) Strip topsoil from driveway and parking area. Topsoil used to construct berm to south area of future parking area.	\$1,675
(B) Supply and install 28ft wide by 12" diameter culvert at street entrance	\$1,325
(C) Supply and install 6" average depth breaker run base course to driveway only	\$1,350
(D) Supply and install 6" average depth ¾" road gravel to driveway only	\$1,485
(E) Supply and grade 4" of road gravel to balance of parking lot (350cy)	\$8,750
<b>Total</b>	<b>\$14,585</b>

**Quote assumes bedrock is approx. 2"-4" from existing surface.**

**Parking area constructed by placing road gravel directly on bedrock.**

Please review and call with any questions.

Thanks.

Mike Parent

Cell 920-495-4100

Email – [mikeparent831@gmail.com](mailto:mikeparent831@gmail.com)

## Skid steer Presentation

Year: 2020

Model: S64

Hours: 514.2

Attachments: 71" wide bucket

Horsepower: 68hp

Rated Operating Capacity: 2300lbs.

Comes with remaining warranty of 1 year thru 2025

Cost \$46,000.00

### Advantages:

- Snowblower and Brush we currently have will work on this machine
- Fits into smaller locations than tractor
- Can rent other equipment from local contractors to utilize on various projects
  - Grapple
  - Brush Hog
  - Tree Shear
- Better versatility for multiple operations in tight areas
- The tractor can be left at the shop during winter operations to load salt as we had to wait until we knew we were done with salting operations to use blower
- Can lift more than tractor. We receive items that are right at the lifting capacity of the tractor
- More powerful for snow-blowing operations
- Easier to do leveling and grading operations





y









# Compare Listings

**2020** ×  
**BOBCAT**  
**S64**



**USD \$51,900**

Shakopee, Minnesota  
55379

### General

**Year**  
2020

**Manufacturer**  
BOBCAT

**Model**  
S64

**Hours**  
449

**Condition**  
Used

**Stock Number**  
195753

**2020** ×  
**BOBCAT**  
**S64**



**USD \$55,000**

Fargo, North Dakota  
58107

### General

**Year**  
2020

**Manufacturer**  
BOBCAT

**Model**  
S64

**Hours**  
337

**Serial Number**  
B4SC11064

**Condition**  
Used

Comparable 2020 S64

**Description**

2020 Bobcat S64 Skid Steer Loader equipped with C52 comfort package -- Enclosed Cab w / HVAC, Sound reduction, Radio Ready, 5" Display with Jog Shuttle, Adjustable Vinyl Suspension Seat. Features P22 performance package -- Power Bob-Tach, Standard Flow, 2 speed. Includes heavy-duty 10x16.5 tires. Available at our Anoka store.

**Exterior****ROPS**

Enclosed

 Email Seller

 Call Seller

**Description**

2020 S64 One owner traded in from local school. P68 C52 Packages. Ride Control. High Flow, Two Speed, Cab AC and Heat. Standard Controls. Available now at the Fargo ND Location

**Attachments****Bucket**

Yes

**Category Specific****Hydraulic High Flow**

Yes

**Quick Attach**

Yes

**Exterior****ROPS**

Enclosed

**Interior****A/C**

Yes

**Heater**

Yes

**Keyless Start**

Yes

**Powertrain****Two-Speed**

Yes

 Email Seller

 Call Seller



Product Quotation  
 Quotation Number: **JR99095**  
 Quote Sent Date: **Sep 21, 2023**  
 Expiration Date: **Sep 30, 2023**

Prepared By  
**Jim Radart**  
 Phone: 920-639-4697  
 Email: jradart@bobcatplus.com

Customer  
**Village of Ephraim**  
 10005 NORWAY ST  
 EPHRAIM, WI, 54211  
 Phone: +19208839651

Contact

Dealer  
**Bobcat Plus, Inc., DePere, WI**  
 1372 MID VALLEY DR.  
 DEPERE, WI, 54115

Item Name	Item Number	Quantity	Price Each	Total
<b>T76 T4 Bobcat Compact Track Loader</b> <b>Standard Equipment:</b> 74.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Selectable Joystick Controls Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated) Horn	M0371	1	74,917.62	74,917.62
			Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab Includes: Vinyl Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Tracks: Rubber, 12.6" Wide Telematics - Machine IQ Warranty: 2 years, or 2000 hours whichever occurs first	
<b>Gold Package</b> <i>Included:</i> Gold Package:, Clear Side Auto HVAC Cab, Integrated Bluetooth Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, Solid Undercarriage, 7" Touch Display, Premium and Side Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, 3yr Machine IQ Health & Security Subscription, Ride Control, Reversing Fan, Auto Throttle *Requires Selectable Joystick Controls	M0371-P11-C13	1	14,104.76	14,104.76
<b>5-Link Torsion Suspension Undercarriage</b>	M0371-R21-C13	1	2,096.22	2,096.22
<b>17.7" Multi Bar Track</b>	M0371-R09-C05	1	602.93	602.93
<b>High-Flow Hydraulics</b>	M0371-R03-C03	1	2,321.29	2,321.29



<b>80" Heavy Duty Bucket</b>	7272681		1	1,831.83	1,831.83
<b>Bolt-On Cutting Edge, 80"</b>	6718008		1	405.38	405.38
<b>4K Heavy Duty Pallet Fork Frame</b>	7294305		1	535.53	535.53
<b>48" 4K Heavy Duty Pallet Fork Teeth</b>	6540182		1	425.31	425.31
<b>Total for T76 T4 Bobcat Compact Track Loader</b>					<b>97,240.88</b>
				Quote Total - USD	97,240.88
				Sales Programs	
				<i>Government Rebate: US Sep-Dec 2023</i>	-4,100.00
				<i>(Expires: Dec 31, 2023)</i>	
				Sales total before Taxes	93,140.88
				Taxes	0.00
				<b>Quote Total - USD</b>	<b>93,140.88</b>

**Notes:**

PROGRAMS ARE BASED ON WHAT IS OFFEERED AT DATE OF DELIVERY, NOT ORDER DATE.

<b>Customer Acceptance:</b>	
Quotation Number: <b>JR99095</b>	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____
<b>Addresses:</b>	
Delivery Address: _____	
Billing Address (if different from ship to): _____	
<b>Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/></b>	
Exempt in the State of: _____	
<b>Tax Exempt ID:</b>	
Federal: _____	
State: _____	
Expiration Date: _____	



# SALES AGREEMENT

DATE                      Sep 21, 2023

One Fabick Drive, Fenton, MO63026 Phone: 1-800-845-9188

Visit our website: www.fabickcat.com

PURCHASER	COD ACCT - GREEN BAY			
STREET ADDRESS	600 HANSEN RD			<SAME>
CITY/STATE	GREEN BAY, WI	COUNTY	BROWN	
POSTAL CODE	54304-5320	PHONE NO.	920-883-9651	
EQUIPMENT	JUSTIN MAC DONALD 920-883-9651			
CUSTOMER CONTACT:	jmacdonald@ephraim.wi.gov			
PRODUCT SUPPORT	JUSTIN MAC DONALD 920-883-9651			F.O.B. AT: VILLAGE EPHRAIM YARD
	jmacdonald@ephraim.wi.gov			

INDUSTRY CODE: GOVERNMENTAL LOCAL HC(205A)	PRINCIPAL WORK CODE: GOVERNMENTAL(A30)	
CUSTOMER NUMBER 1263183	Sales Tax Exemption # (if applicable) N/A	CUSTOMER PO NUMBER
<b>PAYMENT TERMS:</b> NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> NET ON DELIVERY <input type="checkbox"/> FINANCIAL SERVICES <input type="checkbox"/> ISC <input type="checkbox"/> LEASE <input type="checkbox"/>		
Cash With Order \$0.00	Balance To Finance 0.00	
Contract Interest Rate 0.00	Payment Period	Payment Amount 0.00 Number Of Payments 0

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED	
MAKE: CATERPILLAR INC.	MODEL: 289D3 C3H2 YEAR: 2023
STOCK NUMBER: 23M02790	SERIAL NUMBER: 0JX916941 SMU: 3.7
	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
ENCLOSED CAB WITH A/C AND HEAT	BATTERY, EXTRA HEAVY DUTY, DISC
STANDARD FLOW AUX HYDRAULICS	SEAT BELT, 2"
ISO CONTROLS	REAR LIGHTS
LIGHTS, LED	COUNTERWEIGHT, MACHINE, EXTERNAL
TWO SPEED	HEATER, ENGINE COOLANT, 120V
ELECTRICAL WORK TOOL PLUG	TRACK, RUBBER, 450MM(17.7 IN)BAR
DISPLAY, ADVANCED, LCD, CAMERA	CAB PACKAGE, PRO PLUS
FAN, COOLING, DEMAND	DOOR, CAB, GLASS
QUICK COUPLER, HYDRAULIC	84" GENERAL PURPOSE BUCKET WITH BOLT ON CUTTING EDGE
SEAT, AIR SUSPENSION, CLOTH, HEAT	
STANDARD RADIO(12V), BLUETOOTH	

TRADE-IN EQUIPMENT		PRICE AS EQUIPPED	
MODEL: _____ YEAR: _____ SN: _____			\$88,544.06
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		<b>SUB TOTAL</b>	<b>\$88,544.06</b>
MODEL: _____ YEAR: _____ SN: _____		SALES TAX (0%)	\$0.00
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		<b>BALANCE DUE</b>	<b>\$88,544.06</b>
MODEL: _____ YEAR: _____ SN: _____			
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
MODEL: _____ YEAR: _____ SN: _____			
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<b>Payment Terms and Conditions:</b>
<p>The customer acknowledges that he has received a copy of the Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary: 24 Month or 2000 Hours, Premier</p>		

CSA: \_\_\_\_\_

NOTES: [X] NET 30

NO AGREEMENTS OTHER THAN THOSE EITHER PRINTED OR WRITTEN ON THIS ORDER ARE BINDING ON EITHER PARTY OF THIS CONTRACT. This order is subject to the terms and conditions set forth on both front and reverse sides including the applicable manufacture's warranty. In the event this machine is equipment with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and /or its dealers to better server me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operation data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

ORDER RECEIVED BY	Fabick	PURCHASER
	Pelletier, Paul	
	REPRESENTATIVE	APPROVED AND ACCEPTED ON
		COD ACCT - GREEN BAY
		PURCHASER

BY \_\_\_\_\_ SIGNATURE \_\_\_\_\_

\_\_\_\_\_ TITLE \_\_\_\_\_

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

1. The Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
2. This order when accepted by Seller shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action and any other causes beyond the control of the Seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the purchaser under the terms hereof.
3. Title to the machine(s) being purchased shall remain in the name of Seller until the purchase price is fully paid, and release of the machine(s) to Purchaser for demonstration or as an accommodation shall not transfer title until payment for the machine is received. In the event of nonpayment, receipt of insufficient funds check, stop payment order, or other failure to pay agreed consideration, customer agrees that it is leasing any to be purchased machine in its possession or control at Fabick's daily rental rate from date of possession until return of possession to Fabick, and subject to Fabick's standard Rental Terms, which are incorporated herein by reference. In the event of default, Fabick shall be entitled to its costs of collection or repossession, including reasonable attorneys' fees and 18% per annum interest on delinquent payment.
4. The Seller's responsibility for shipment ceases upon delivery to the transportation company at Seller's place of business, or manufacturer's place of business if direct shipped to Purchaser, and any and all Risk of Loss for in transit damage, delay claims or shortages after such delivery is at Purchaser's risk (not Seller's risk) and claims shall be made by Purchaser to the transportation company. Purchaser agrees to acquire insurance on the machine prior to shipment.
5. Upon receipt of possession, Purchaser shall immediately inspect the machine(s) for non-compliance with terms of purchase, pre-transit damage, shortage claims, or any other claim against Seller, and shall immediately notify Seller of any such claims in writing, and shall be deemed to have accepted the machine in its as is condition if no written claim is made within fifteen days of receipt of possession, which the parties agree is a commercially reasonable period for inspection.
6. Upon acceptance by Seller, this contract contains all terms and conditions of purchase, and prior negotiations, different terms, or representations are superseded by the terms of this contract. Seller is not bound by any representation or term made or allegedly made by any agent or employee of Seller which is not expressly set forth in this contract.
7. Purchaser is buying the machines or goods herein subject to the manufacturer's warranty, if any. Seller **DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Purchaser assumes the risk of damage and/or injury from use or operation of the machines or goods, both personal injury and property or casualty damage, suffered or sustained in the operation thereof, and agrees to hold Seller harmless therefrom. Purchaser waives and holds Seller harmless from any and all claims in connection with delays, lost profits, consequential damages, and incidental damages. All used machines or goods being purchased are sold "as is" without any warranty, express or implied (except Seller warrants title), unless said warranty is set forth on page 1 of this contract in the section entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is signed or initialed by both of the parties hereto.
8. New Caterpillar Products (to include machines, engines, attachments and parts manufactured by Caterpillar Tractor Co.), are warranted by Caterpillar as set forth in Caterpillar Warranty forms, which the Purchaser has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied. All non-Caterpillar new products being purchased including machines, engines, attachments and parts are subject to their Manufacturer's Warranty, if any, which the buyer has reviewed and accepts in lieu of any and all warranties by the Seller, whether express or implied.
9. **To the extent applicable, the contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

INITIAL

**BILL OF SALE FOR PROPERTY TAKEN IN TRADE**

For value received, I/we hereby grant, sell, transfer and deliver unto John Fabick Tractor Company, One Fabick Drive, Fenton, Missouri 63026 at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage to above described equipment, beyond normal wear, until delivery is made to and accepted by Fabick.

by \_\_\_\_\_

(Title)

SIGNATURE

## **PREMIER RESORT AREA TAX -PRAT EXPENDITURE INFORMATION**

Statutory Reference: [66.1113\(1\)\(a\)](#) "Infrastructure expenses" means the costs of purchasing, constructing, or improving parking lots; access ways; transportation facilities, including roads and bridges; sewer and water facilities; exposition center facilities used primarily for conventions, expositions, trade shows, musical or dramatic events, or other events involving educational, cultural, recreational, sporting, or commercial activities; parks, boat ramps, beaches, and other recreational facilities; fire fighting equipment; police vehicles; ambulances; and other equipment or materials dedicated to public safety or public works.

### **Are There Restrictions on the Use of Funds? ([WI DOR FACT SHEET 2500](#))**

Yes. The proceeds from the tax must be used for infrastructure expenses within the jurisdiction of the premier resort area. Infrastructure expenses means the costs of purchasing, constructing, or improving parking lots; access ways; transportation facilities, including roads and bridges; sewer and water facilities; exposition center facilities used primarily for conventions, expositions, trade shows, musical or dramatic events, or other events involving educational, cultural, recreational, sporting, or commercial activities; parks, boat ramps, beaches, and other recreational facilities; fire fighting equipment; police vehicles; ambulances; and other equipment or materials dedicated to public safety or public works.