

PARK COMMITTEE MEETING FREEDOM TOWN HALL W2004 COUNTY RD S WEDNESDAY, AUGUST 6, 2025 - 6:00 P.M. AGENDA

- 1. Call to order, roll call
- 2. Verification of posting and adopt agenda
- 3. Open comment (maximum 15 minutes total)
- 4. Discussion and possible action regarding Chapter 19 Park Ordinance
 - a. Discussion and possible action on park signage to reflect revised ordinance
- 5. Discussion and possible action on next steps for Lions Park building & park planning proposal from MSA
- 6. Discussion and possible action on implementation of bench donation program
- 7. Discussion and possible action on D1 updates and related sewer line concerns
- 8. Discussion on setting priorities for upcoming budget cycle
- 9. Adjourn

Posted on the 2 Boards at the Freedom Town Hall and on the Town website on the 24TH day of July 2025 by 4 pm by the Clerk's Office.

Dana McHugh, Clerk/ Treasurer

Park Committee Meeting: June 4, 2025 6:00pm

1. Call to order, roll call

Committee members present: Margo Fox, Joe Zellmer, Aimee Feltz Absent: Paul Hermes

Also in attendance: Administrator Carlson, Lori Dallmann & Crystal Malenofski (FAA), Scott Murphy (Fastpitch Club)

- 2. Verification of Posting and Adopt Agenda Motion made by Joe Zellmer, 2nd by Aimee Feltz
- 3. Open Comment (max. 15 minutes)

Lori Dallmann brought up appreciation for new handles on paper towel dispensers in VFW bathrooms. FAA is working in conjunction with DPW staff to help minimize vandalism in soccer bathrooms. Representatives are very thankful for DPW willingness to work in tandem to address concerns. They are doing an awesome job!

It is also noted and appreciated that attention is being given to the soccer parking lot.

Question was raised if Town would like FAA to work with an electrician to put D2 underpavillion lighting on timer. FAA is willing to pay to have this work completed. Lori will work on proposal to bring to Town and will share with John of DPW.

4. Updates regarding VFW D1 project courtesy of MSA: 4 updates on agenda, along with sod is now down and installed and backstop net poles are now installed.

Scott Murphy (Fastpitch Club) asked if bleachers can be paid for directly from the Club rather than going through pay application. Recommendation is that the donation should be given directly to the Town to help cover the cost of the new bleachers.

Margo will ask Administrator Carlson to share the donation form with Scott of The Fastpitch Club directly to accept the \$25,000 monetary donation to go toward the section of bleachers.

5. Discussion and possible action on Lions Park building plan proposal by MSA

Dan Rammer reported the plan is not ready, will plan to have ready at August meeting.

Chad Reader has asked why this is not a design build? Margo has inquired with Dan Rammer and will have Administrator Carlson look into the benefits/risks of this and contact Chad Reader. Admin. Carlson will look into if this meets the Town procurement policy.

- 6. Tree donation from Krull family for planting at VFW Park ideally to replace those cut down around D1. Certificate has been given to Administrator Carlson.
- 7. Park Committee mission statement finalization The group finalized the following mission statement to guide committee discussions/decisions: To enhance the quality of life for our community by providing accessible, safe and sustainable parks, trails, and recreational facilities
- 8. Revision work of Town Park Ordinances

Copies of the existing ordinance were shared with committee members. Members agreed to review in advance of the next meeting and be prepared to discuss. Administrator Carlson will share pictures of current park signage with committee members.

9. Discussion and possible action on maintenance work on Diamond 4

Crystal M. (FAA) brought up concern of safety/playability of D4 for regrading of infield, foul territory, and transition areas. Looking to complete this work as soon as Legion season is done in early to mid-July.

Unanimous committee decision approving the work to be completed.

Administrator Carlson is under the assumption that this is able to happen within language of the agreement with the FAA but will double check with Attorney Steckbauer and get response to Crystal M. and Margo F. by June 18, 2025.

10. Adjourn at 6:45 Motion made by Aimee F., 2nd by Joe Z.

*NEXT MEETING IS SCHEDULED for Wednesday, August 6, 2025 at 6:00pm.

Future agenda items:

- a. Park ordinance discussion and possible action
- b. Lions Park building plan proposal (MSA) discussion and possible action
- c. VFW D1 project updates
- d. D4 update from FAA
- e. D5 update from FAA

CHAPTER 19

TOWN PARKS

19.01 FEES OR DEDICATIONS:

- (1) In order that adequate land shall be dedicated, reserved and preserved for development of public parks, recreation and open space, and to provide for proper location of such sites as the Town develops, the following provisions shall be established:
 - (a) A park fee shall be paid for development of all open space in the amount of \$300.00 per single family residence, \$600.00 per two family residence, and \$300.00 per unit for multi-family dwellings. The park fee shall be paid at the time of application for a Building Permit.
 - Said fees shall apply to all buildable residential lots created after the effective date of this ordinance, whether by Certified Survey Map, Subdivision Plat, or Warranty Deed.
 - (b) In lieu of the payment of park fees, the developer of a subdivision may provide and dedicate to the public, to be held by the Town of Freedom, land for park and recreation needs of the Town. The Planning Committee shall ascertain during site review process and/ or plot review process that the proposed sites are suitable for the proposed use. The size and location of all dedications shall be subject to unanimous approval by the Town of Freedom Town Board.

19.02 TOWN PARKS COMMITTEE

- (1) <u>Purpose</u>. One purpose of this ordinance is to establish a Town Parks Committee and set forth its organization, powers and duties, to further the development and use of the Town park system for the benefit of current and future residents of the Town.
- (2) <u>Authority: Establishment</u>. The Town Board hereby establishes a Five (5) member Park Committee pursuant to Chapter 60 of the Wisconsin Statutes, to act in an advisory capacity to the Town Board in regard to matters relating to the Town Parks.
- (3) Membership. The Park Committee shall consists of at least one (1) Town Board Member, who may be the Town Board Chairperson, who shall act as chairperson of the Park Committee. The remaining four (4) committee members shall be appointed by the Town Chairperson subject to approval by majority of the Town Board. The citizen

members, who are not otherwise town officials, shall be persons of recognized experience and qualifications relating to the Park and Recreation Programs in the Town. Appointments shall be made in April of each year.

- (4) <u>Term of Office</u>. The term of office for the Park Committee Chairperson and each committee member shall be for a period of three (3) years, ending on April 30, or until a successor is appointed and qualified, except:
- (a) <u>Initial Terms</u>. The initial appointments to the Park Committee made during April, shall appoint citizen members for staggered terms as follows: two (2) persons for a term that expires in one (1) year; one (1) person for a term that expires in two (2) years; and one (1) person for a term that expires in three (3) years.
- (b) <u>Town Board Member or Chairperson</u>. The Park Committee Member who is a Town Board Member or Town Board Chairperson, shall serve for a term concurrent with his or her term on the Town Board or until replaced at the reorganizational meeting of the Town Board.
- (5) <u>Vacancies</u>. A person who is appointed to fill a vacancy on the Park Committee shall serve for the remainder for the term of the individual who he or she replaces.
- (6) <u>Compensation, Expenses</u>. The Town Board of the Town of Freedom may establish a per diem allowance for citizen members of the Park Committee, and, in addition, the Town Board may reimburse reasonable costs and expenses as allowed under Section 60.321, Wis. Stats.
- (7) Rules; Records. The Park Committee may adopt rules for the transaction of its business, subject to Town Ordinances, and shall keep a record of its resolutions, transactions, findings and determinations, which shall be a public record under Sections 19.21-19.39, Wis. Stats.
- (8) <u>Powers</u>. The Park Committee, subject to Town Board jurisdiction, shall have the power to (a) make recommendations to the Town Board regarding the acquisition and reservation of lands for park purposes; (b) make recommendations for the laying out, improvement and maintenance of parks in the Town; (c) provide general oversight for the use of town parks by other non-profit, civic or charitable entities who are operating recreational programs; (d) recommend regulations for the use and enjoyment of the parks by the public; (e) provide general oversight for the maintenance of the town parks.

19.03 PARK REGULATIONS

(a) <u>Purposes</u>. In order to protect the parks, parkways, recreational and conservancy areas with the Town of Freedom from injury, damage or desecration, these regulations are enacted.

(b) <u>Definitions</u>. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

"Park" means and includes all grounds, structures and watercourses which are or may be located within any area dedicated to the public use as a park, parkway, recreational or conservancy area in the Town of Freedom.

(c) Specific Regulations.

- (1) Littering prohibited. No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any Park.
- (2) Sound devices. No person shall operate or play any amplifying system unless specific authority is first obtained from the Town Board.
- (3) Billposting. No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising matter upon any structure, tree or other natural object in any park, except Park regulations and other signs authorized by the Town Board.
- (4) Throwing stones and missiles prohibited. No person shall throw stones or other missiles in or into any Park.
- (5) Removal of park equipment prohibited. No person shall remove benches, seats, tables or other park equipment from any Park.
- (6) Trapping. It shall be unlawful to conduct trapping activities of any nature, in any village park, except when authorized by the Town Board.
- (7) Making of fires. No person shall start, tend or maintain a fire except in personal grills or as authorized by the Town Board. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any Park property.
- (8) Protection of Park property. No person shall kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any Park, except as permitted by this chapter. No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or misuse any tree, shrub, flower, flowerbed, turf, soil, ornament, building, structure, apparatus, bench, table, official notice, sign or other property within any Park.
 - (9) Motorized Vehicles. Except for authorized maintenance vehicles, no

person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas except vehicles which have Town authorization for shows, rides or exhibits and then only for the purpose of loading and unloading.

- (10) Snowmobiles. No person shall operate a snowmobile in a Town Park except when authorized by the Town Board.
- (11) Speed limit. No person shall operate any vehicle in a Town Park in excess of ten miles per hour, unless otherwise posted.
- (12) Glass beverage bottles in Parks prohibited. No person shall bring into, carry onto or possess while in any public Park, glass bottles or glass containers, including those containing or normally used for containing soda, water, fermented malt beverages or alcohol. No person at any time shall be allowed to drink from glass containers in any Town Park.
- (13) Reckless driving in Parks prohibited. No person shall operate a motor vehicle in a reckless manner in any Parks.
- (14) Parking in Parks. No person shall park any motor vehicle in any Park in the Town except in designated parking area.

Parking in Parks. No person shall park any motor vehicle in any Park in the Town except in designated parking areas. Subject to certain exceptions as described in Section 19.06 and 19.07, vehicles may not park in any Town park between the hours of 11:00 p.m. and 5:00 a.m. [Ord. 16-01]

- (15) Horse and carriage. No person shall ride a horse or drive a horse-drawn vehicle in any Park, except when approval of the Town Board is obtained first. It shall be unlawful for any person to ride a horse or drive a horse-drawn vehicle in a careless, negligent or reckless manner which may endanger the safety and well-being of others.
- (16) Removing tree protectors. No person shall remove any device for the protection of trees or shrubs.
- (17) Golfing and sporting activities. No golfing or practicing golf shall be allowed in Town Parks or recreation areas.
- (18) Arrows. No person shall use or shoot any bow and arrow in any Town Park.

(19) Fees and charges. The Town Board shall have the authority to establish such fees as deemed necessary for use of any Park facility, structure or land area. It shall be unlawful to use such areas without payment of such fee or charge when required.

(20) Animals.

- a. No person shall bring animals onto Park property, with the exception of leashed dogs on roads, paved trails, and chipped or gravel paths. Dogs are not allowed on playgrounds, athletic fields, picnic areas, lawns or in park structures.
- b. All persons shall secure their dog on a leash eight feet or shorter in length and maintain their dog under control, meaning connected to a leash held by a person at all times.
- c. Dogs are not to run at large. It shall be unlawful for any person, who is the owner of, or in possession of, or charged with the care of a dog, to permit same to run at large within any Town Park.
- d. Dogs must display current rabies tag and current registration tags.
- e. All dog excrement must be immediately picked up and disposed of in a designated waste container or removed from the Park.
- f. This subsection shall not apply to certified guide dogs that are under control by the use of a harness or other restraint and are accompanying blind, deaf or mobility impaired persons, as provided under Wis. Stats. § 174.056.
- g. The Town Board may authorize animals onto park property for special events.
- (21) Firearms; hunting. Discharging of any firearm or weapon of any kind is prohibited in all Parks as provided in Town Code.
- (22) Fish cleaning. Cleaning of fish in shelters, toilet facilities or picnic areas is prohibited in all Town Parks.
- (23) Controlled substances. Possessing, using or dispensing of a controlled substance in violation of the Uniform Controlled Substances Act is prohibited in all Town Parks.
- (24) Alcohol beverage use. Alcohol beverages may only be possessed, consumed, or dispensed in a Town Park pursuant to a permit and regulations as prescribed in the Code of Ordinances.

(25) Sale of goods. The sale of any items from a Park shall be limited to non-commercial organizations. A written statement of noncommercial status must be filed with the Town Board prior to the sale of any goods. The Town Board shall determine the number of noncommercial organizations to be vending at one time. The Town Board may grant permission for the sale of goods to any commercial organization if the sale would be in the best interest of those served.

19.04 OPERATION OF REMOTE OR RADIO-CONTROLLED TOYS OR DEVICES PROHIBITED.

It shall be unlawful for any person to fly, operate or make use of any remote or radio controlled model airplane or helicopter, in, over or upon any street, Park road, Park, or public property except when approval by the Town Board is obtained first. Section III. Regulations Regarding Protection of Turf on Public Property.

19.05 TURF PROTECTION ON PUBLIC PROPERTY.

Except as authorized by the Town Board, no person shall dig into the turf of any Park for any purpose whatsoever or remove any trees or flowers, including the use of metal detectors and digging for buried objects in Parks.

19.06 PARK HOURS.

- (a) <u>Park Hours</u>. Subject to certain exceptions listed below, all Town Parks shall be closed from 11:00 p.m. to 7:00 a.m. the following day.
- (b) <u>Park closing and opening dates</u>. The chief of police or Town Board will have full authority to open and close any Park because of weather conditions, physical condition, construction or when, in the interest of public safety, it is deemed necessary.

19.07 RESERVATION OF PARK SPACE.

- (a) <u>Policy on reservation</u>. The Parks are primarily for the nonexclusive use of the residents and visitors of the Town. However, under proper circumstances, exclusive use of the same or parts thereof may be permitted. This section is intended to regulate exclusive use of municipally owned Parks, or parts thereof.
- (b) Reservation of park space. A person or group, firm, organization, partnership or corporation, residing in or having its registered office in the Town of Freedom, may reserve the use of a park facility or a park; shelter by written application filed with the Town Clerk for a permit for exclusive use of the same. The Town Clerk shall issue permits for, exclusive use of a portion of a park or park shelter, while the Town Board shall issue permits for the exclusive use of Town Parks. Park facilities are reserved on a first-requested, first-reserved basis.

- (c) <u>Application</u>. Applications shall be filed with the Town Clerk at least 14 days prior to the date on which the exclusive use of the entire park is requested, or at least three days prior to the date on which a park shelter or a portion of a park is to be used, and shall set forth the following information regarding the proposed exclusive use:
 - 1. The name, address and telephone number of the applicant.
- 2. If the exclusive use is proposed for a group, firm, organization, partnership or corporation, the name, address and telephone number of the headquarters of the same and the responsible and authorized heads or partners of the same.
- 3. The name, address and telephone number of the person who will be responsible for the use of the said park, area or facility.
- 4. The date when the exclusive use is requested and the hours of the proposed exclusive date.
- 5. The anticipated number of persons to use the said Park, area or facility.
- 6. Any additional information which the Town Board or Town Clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.
- (d) <u>Rental fee</u>. All applicants for rental of Park space or shelters for which a permit is required shall pay a rental fee. The daily fee will be set by the Town Board, and will be reviewed periodically.
- (e) <u>Action on application</u>. The Town Board shall act on all applications for permits for exclusive Park use (not shelter use) after consulting with the applicant, if necessary.
 - (f) Reasons for denial. Applicant may be denied for any of the following reasons:
- 1. If it is for a use which would involve a violation of federal or state law or any provisions of this Code.
- 2. If the granting of the permit would conflict with another permit already granted.











LIONS PARK SHELTER CONCEPTUAL DESIGN/ESTIMATE FREEDOM, WI

SUBMITTED BY:
MIKE VAN VREEDE
COMMERCIAL SALESPERSON
920-595-1504
MIKE.V@FOXCITIESBUILDERS.COM
09/5/24



Content

- Fox Cities Builders Introduction
- Fox Cities Builders Mission Statement
- Why Fox Cities Builders
 - Qualifications
 - Experience
 - Fox Cities Builders Services
- Fox Cities Builders Portfolio
- Fox Cities Builders Process
- Conceptual Design
- Conceptual Estimate
- Pre-Construction Agreement



About Us

Established in 2001, Fox Cities Builders has become one of the most trusted builders in Northeastern Wisconsin. From a centrally located headquarters in Seymour, Wisconsin, Fox Cities Builders is ready to deliver your next agricultural and commercial building project.

With a laser focus on quality and accountability, the Fox Cities Builders team believes in treating others how they wish to be treated and practicing good corporate citizenship every day.

Today the company enjoys a leadership role in agricultural and commercial construction throughout Wisconsin. As Fox Cities Builders has continued to grow, all projects receive the one-on-one attention required to ensure every detail is handled in a timely manner and clients' expectations are always exceeded.

2001: Company founded with a vision for consistent employment and excellence.

2014: Implementation of an in-house training program to enhance team skills across all departments.

2018: Major expansion including a new office atrium, enhancing our operational capabilities.

2020: Adoption of new construction management software to improve site and office communication.

2021: Completion of our largest commercial project, a 160,000 sqft facility for Whisker in Juneau, WI.

2022-2024: Continued growth in market share and employee numbers to support increasing demand.



Mission Statement

Fox Cities Builders is committed to providing projects of unsurpassed quality, delivered in a timely manner for the most economic value. In order to accomplish our mission, we commit, without reservation, to learn and understand each and every client's needs as they relate to timing, quality and cost. A detailed, personalized and realistic plan will be created and executed to ensure that each client receives uncompromising quality and unparalleled personal service.

Core Values











WHY Fox Cities Builders?

Fox Cities Builders Sales Team:



Andrew Wallace

Job title: Senior Commercial Sales Leader

University degree and other qualifications: Marian College – Fond du lac

Personal or professional goals:

Personal - Build trusting relationships, enhance personal expertise and deliver an exceptional client experience Professional –Commitment to both personal and professional growth to bridge the gap between a project's inception and completion with a personalized and practical approach.

Mission statement and values:

To help people find a partner in the building process, they can trust and can deliver a great experience through living out our core values.

Skills and expertise.

Financial analysis, Risk assessment, Commercial real estate market knowledge, Commercial lending – understanding lending process, programs, underwriting, structuring and credit analysis, Contract management, state/local grant knowledge and experience

Interests and hobbies:

My wife and 3 kids Avid outdoorsman

Bowhunting Fishing

Hobbyist woodworker and golfer.



Mike Van Vreede

Job title: Commercial Sales Consultant

Personal or professional goals:

Personal goals are to spend quality time with my family

My professional goals are to grow as a person and help create success for the people I work with....which will help grow FCB as a company.

Mission statement and values:

My goal is to help people find a partner in the building process they can trust and deliver a great experience through living out our core values.

Skills and expertise:

Personal relationship building Process management
Building design development Contract management

Interests and hobbies:

Brewer baseball Packer football

Fishing/Golf Traveling with my family
Volunteering in my community (Spent over 15 years as a youth coach, baseball board member and also a supervisor for my local community)



WHY Fox Cities Builders?

Experience

- Office Buildings: Custom-built office spaces, including corporate headquarters, small business offices, and flexible workspaces.
- Retail Spaces: Shopping centers, stand-alone retail stores, and restaurants tailored to client needs.
- Industrial Facilities: Manufacturing facilities and warehouses, designed for efficient operations.
- Mixed-Use Developments: Buildings that combine retail and office spaces to maximize functionality and value.
- Waste Water Treatment Facilities: Facilities that treat industrial wastewater, ensuring compliance with environmental regulations.
- Food Processing Facilities: We design and build cutting-edge food processing facilities while meeting strict industry standards.

Fox Cities Builders Services

<u>Design - Designers on staff</u>

- · Schematic Design
- Design Development
- Construction Drawings

Design - Estimators on Staff

- Conceptual Estimate
- Hard Bid Estimates

<u>Construction - Project</u> <u>Managers/Superintendents on</u> staff

Complete Project
 Management Services from initial start of construction thru Punchlist/owner occupancy

Fox Cities Builders Self-Perform Services

Concrete Foundations Rough Carpentry Structural Steel Steel Erection Concrete Flatwork Interior Steel Steel Fabrication



Fox Cities Builders Commercial Portfolio



TailWaggers Doggy Daycare – Neenah Features:

New location!
Date Opened: March 19, 2019
Large open indoor play area
Individual suites
Goroming station
Fenced-in outdoor play area
To learn more about this location access their website here:

Website: TailWaggers Doggy Daycare - Neenah

Find more about this project on your favorite social media:

Facebook: TailWaggers Doggy Daycare-Neenah – FCB Build



WHISKER – Litter-Robot.com – Manufacturing Facility
Juneau, WI

Formerly Automated Petcare

WHISKER formerly known as AutoPets is known for Litter-Robot – the highest rated automatic self-cleaning litter box system.

In 2019 the company was excited to partner with the Fox Cities Builders team and break ground on a new 30,000 sqft addition to expand their existing manufacturing facility.

The next phase began in 2020 into 2021 that included new renovations and expansion to their offices and employee areas. This has lead to more jobs, more production and more satisfied Litter-Robot customers!

With their focus to be a worldwide leader in connected petcare, WHISKER has once again teamed up with Fox Cities Builders and on Tuesday, June 15, 2021 we broke ground for a brand new 160,000 square foot manufacturing facility. This project will bring their total square footage to 220,000 square feet!



Renard's Cheese – Addition

Known for their exceptional cheese products since 1961, Renard's Cheese is embarking on an exciting new chapter to enhance their operations and customer experience

New Addition: A 60' x 70' wood-framed extension, crafted with precision to boost Renard's Cheese operational capabilities.

Advanced Cooling System: The addition includes a state-of-the-art cooler ensuring the finest quality and freshness of their cheese products.

Additional Storage: Equipped with extensive shelving, providing ample space for storage and helping to streamline operations.

Seamless Integration: Designed to blend perfectly with the existing packaging area, creating a cohesive and efficient workspace.

Aesthetic Harmony: The exterior will feature a sleek metal foof and LP smart siding, mirroring the current building's style and ensuring aesthetic continuity.

This expansion is not just about adding space; it's about creating a more efficient, less congested environment for the hardworking employees of Renard's Cheese and enhancing the overall customer experience. Our goal is to ensure that the new addition not only meets but exceeds Renard's operational needs and aesthetic expectations.



Animix LLC – Office Addition

New Office Addition Remodel of current facilities Upgraded meeting center Employee locker room

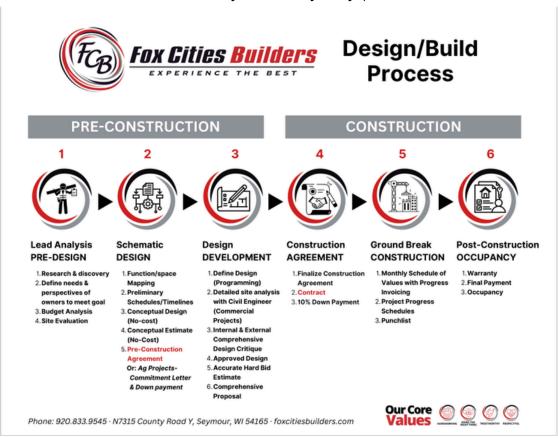


Fox Cities Builders PROCESS

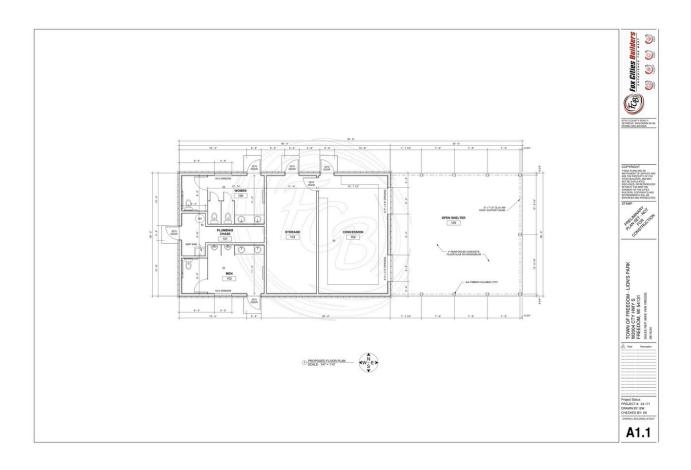
Fox Cities Builders strives to make the building experience as streamlined and convenient as possible. Our design and development process makes client needs a priority:

- At our initial meeting we will jointly assess your current situation, needs and the short- and long-term goals of your operation. Each client's situation is unique and we know it's important to spend time talking and visiting your property to offer you the best options for your building project.
- From here we will have preliminary plans drawn up for client review. We will present these plans to you and, based on your input, will make any revisions that are needed. We can facilitate the complete design process or we are happy to work with your current architect or engineer. Next, our estimating department will develop a cost estimate and we'll present you with revised plans and an estimate for your approval.
- As a full-service general contractor we handle all coordination and scheduling with subcontractors. (We'll work with your preferred subcontractors or we can suggest reliable subs that we work with regularly.) We conduct weekly meetings to monitor the established timeline and budget. Finally, we provide expert follow-through, ensuring that all details are completed and that your new building or roof exceeds your expectations.

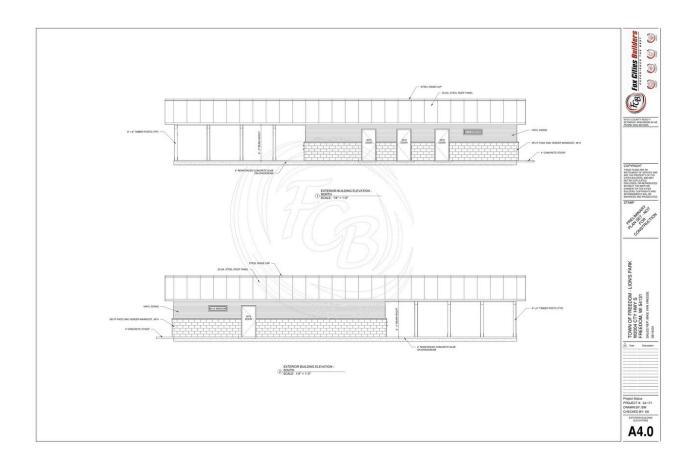
And we do all this while you continue day-to-day operations!



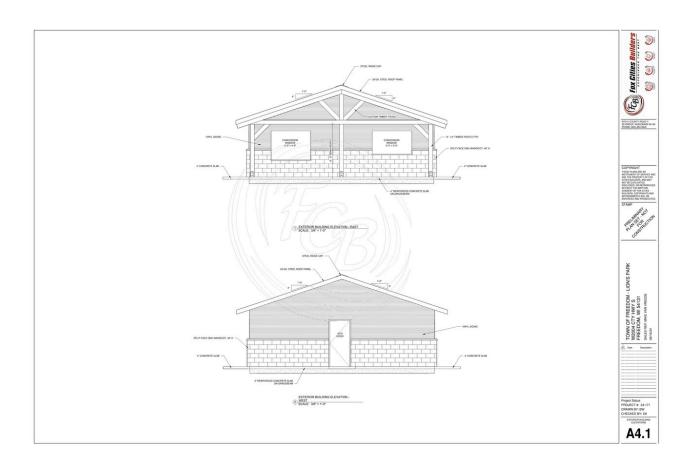


















Lions park shelter Conceptual Estimate

Conceptual Estimate	
Conceptual Estimate Total	\$405,000.00
Expected Variation (+/- 10%)	
Conceptual Estimate - Low	\$ 364,450.00
Conceptual Estimate - Anticipated	\$ 405,000.00
Conceptual Estimate - High	\$ 445,500.00



Lions park shelter Conceptual Estimate

Inclusions:

- Includes:
- Foundation
- Flatwork
- Masonry Walls (split face block standard color)
- All steel service doors
- Regular trusses throughout
- · Rollup doors in kitchen
- Bathroom dividers and accessories
- Kitchen counters
- Kitchen sink
- Plumbing
- Electrical
- 5,000 sq.ft. paved lot
- · All masonry walls are painted on interior side only
- Extrutech ceilings inside
- Cedar T&G at open shelter
- Steel roof and gable end sheeting to cover trusses

Exclusions:

- Civil engineering and retention pond if needed
- Landscaping
- Prep work for future splash pad
- Light poles for parking lot or shelter area
- Paving of additional walking paths if needed



Lions park shelter Pre-Construction Agreement

Lions Park Shelter

Lot 3-CSM 6708 Freedom, WI 54130

Submitted By

Mike Van Vreede Commercial Sales 920-595-1504 mike.v@foxcitiesbuilders.com

09/05/2024

Pre-Construction Agreement



Proposal For: Submitted By:

This agreement is made on 5th day of September, 2024 by Town of Freedom (Owner) and Fox Cities Builders, LLC. (Contractor), a Wisconsin corporation located at N7315 County Road Y, Seymour, WI 54165 and Town of Freedom (Owner), located at W2004 County Hwy S P.O Box 1007 Freedom, WI 54131

It is the mutually agreed the intent of this agreement is for Fox Cities Builders and Owner that Fox Cities will perform certain pre-construction services for the Owner's proposed projected located at Lot 3-CSM 6708 Freedom, WI 54131, all subject to the terms and conditions contained below in this Pre-Construction Agreement.

Conceptual Services

Owner Investment: 0% (plus Owner approved out-of-pocket expenses Fox Cities Builders Investment: 100%

1. Identify site features and preliminary local zoning requirements.

Provide Conceptual Drawings to include site plan, floor plan, building elevations, cross section, and rendering.

3. Provide Conceptual Estimate

\$0.00

\$0.00

\$0.00

Design/Build Services

Owner Investment: 50% (plus Owner approved out-of-pocket expenses)

Fox Cities Builders Investment: 50%

** Owner Deposit: 50% required at time of signing contract

1. Identify site features and local zoning requirements.

2. Provide Bid Documents including site plan, floor plan, building elevations, cross sections, interior and exterior finishes, rendering perspective, and Project Scope.

3. Provide abatement testing to identify potential hazardous materials.

4. Provide Civil plans by Licensed Civil Engineer

5. Provide a "Hard Bid" with contract.

\$0 \$2.250.0

\$3,350.00

\$0.00

TBD

\$4,950.00

Proposed Total Investment Amount \$8,300.00 Proposed Owner Investment Amount (50%) \$4,150.00



It is understood that it is the intent of Fox Cities Builders, LLC. To provide Design – Build/Complete Construction Services to Town of Freedom (Owner), its successors and/or assignees, for the proposed project as described above.

Owner Representative Name (Printed): Owner Representative Signature: Date:	
Fox Cities Builders, LLC Representative (Printed): Fox Cities Builders, LLC Representative Signature: Date:	

<u>Terms of Payment</u>: Fox Cities Builders requires a 50% deposit at the time signed contract is received to initiate the start of these services. Fox Cities Builders shall submit to Owner periodic invoices for payment. Fox Cities Builders invoices for payment will be itemized. Owner shall pay the amount due on receipt of a submitted invoice and any payment not made within fifteen (15) days of the date of an invoice shall be late and accrue interest at a one- and one-half percent (1.5%) per month beginning on the sixteenth (16th) day. If for any reason, no fault of Fox Cities Builders, Fox Cities builders does not receive a payment from the Owner within fifteen (15) days after invoice is received, then Fox Cities Builders, upon giving seven (7) days written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop providing services until payment of the full amount owing to Fox Cities Builders has been received, including interest from the date payment was due in accordance herein.

Fox Cities Builders, LLC agrees to provide hard copy and PDF format drawings for Owner's review as part of this design agreement process.

This Agreement and process provide either/both conceptual drawings and estimate and/or detailed bid plans/scope for Owner's review and submittal to their financing authority.

Final engineered construction plans and MEP plan approvals to be included under separate contract.

<u>Miscellaneous</u>: Failure by Fox Cities Builders, LLC to enforce at any time any terms, conditions or provisions of the Agreement shall not be deemed a waiver thereof; nor is such Fox Cities Builders, LLC right to claim damages or terminate this Agreement for any breach thereof.

The Agreement shall be subject to and governed by the laws of the State of Wisconsin. This Agreement shall be binding upon and shall inure to the benefit of the parties of this Agreement and their respective personal and legal representatives, heirs, successors and permitted assigns. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section or paragraph headings are included for a convenience of reference and are not intended to add or subtract from the terms of this Agreement. This Agreement and every provision hereof is the result of negotiation by and between the parties hereto and it is agreed that, in the event any litigation arises with respect hereto, a strict construction of the terms of this Agreement shall not be applied against either of the parties hereto because of the fact that it drafted or prepared this Agreement. Each party acknowledges that it has voluntarily executed this Agreement with full knowledge and information and that no coercion or undue influence has been used by or against either party in making this Agreement.





Indemnification: To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Fox Cities Builders, LLC and employees of Fox Cities Builders, LLC from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, investigate and repair costs and consulting costs and additional costs arising out of or resulting from the performance of Fox Cities Builders, LLC work under the Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, is caused in whole or in part by the negligent acts or omissions of Fox Cities Builders, LLC, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Notices: All notices and other communications given or made hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, with a copy to be sent by United States first class mail, postage prepaid, (iii) five (5) days after being sent by registered or certified mail, return receipt required, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, to the appropriate party at the address set forth on the first page hereof. If either party should change its address and/or facsimile number, such party shall give written notice to the other party of the new address and/or facsimile number in the manner set forth above, but any such notice shall not be effective until received by the addressee.

<u>Amendments:</u> The parties hereby agree that any amendments made to this Agreement must be in writing and signed by both parties.

<u>Delays</u>: In the event of riot, war, rebellion, pandemic, fire, flood, act of God, act of governmental authorities, supply chain issues, employment and/or labor shortages, material and/or equipment delays or any other cause beyond the reasonable control of Fox Cities Builders, LLC which renders it impossible for Fox Cities Builders, LLC to comply with the terms of this Agreement, no liability shall be incurred by Fox Cities Builders, LLC for non-compliance caused thereby during the continuance thereof.

<u>Owners Right to Solicit Competitive Bids</u>: In the event the Owner desires to obtain competitive pricing on this project from another design/build or any general contractor other than Fox Cities Builders, LLC., Fox Cities Builders, LLC reserves the right to review and match any competitive design/build or any general contractor proposal received by Owner to design/construct the project.

In the event Fox Cities Builders, LLC chooses, in its sole discretion, not to match another competitive design/build or any general contractor proposal received by Owner from another contractor, Owner shall pay Fox Cities Builders, LLC for all costs incurred for the development of the plans as mentioned within this Agreement. Upon payment of the full payment amount by Owner to Fox Cities Builders, LLC., the plans and specifications developed for the project shall not be considered Confidential Information and shall become property of Owner.





Confidentiality: Owner acknowledges that, because of Fox Cities Builders, LLC retention by Owner, Owner will become informed of and have access to information deemed to be confidential by Fox Cities Builders, LLC. It is hereby agreed that all information provided to Owner, whether orally or in writing, in relation to (i) Fox Cities Builders, LLC and its business, (ii) the business plans and activities of Fox Cities Builders, LLC and its affiliates, (iii) the work, and (iv) the Owner and its business, shall be "Confidential Information." Notwithstanding the above, information shall not be considered confidential under this Agreement if: (a) it is or becomes publicly available through no act or omission of Owner or its employees or agents; (b) was already known to Owner at the time of disclosure; or (c) was independently developed by Owner. Notwithstanding anything to the contrary in this section, Owner shall not be prohibited from disclosing Confidential Information to the extent that such disclosure is required to be disclosed by a court or regulatory agency acting within its authority; provided, however, that Owner shall first inform Fox Cities Builders, LLC of the disclosure requirement to allow Fox Cities Builders, LLC to challenge the disclosure requirement should Fox Cities Builders, LLC wish to do so.

All Confidential Information provided by or on behalf of Fox Cities Builders, LLC remains the sole property of Fox Cities Builders, LLC. The owner shall hold and maintain such Confidential Information in strictest confidence and in trust and shall use such Confidential Information only for the specific purpose for which it was disclosed or delivered to Owner. For a period of two (2) years after the completion of this Agreement, Owner shall not disclose such Confidential Information to any person or entity (except as permitted under this section); provided, however, if any Confidential Information is deemed a trade secret as defined by Wis. Stat. § 134.90, then Owner's obligation not to disclose shall be indefinite. Owner shall, at Owner's sole cost and expense, take all necessary actions and precautions to protect the confidentiality of such Confidential Information and any documents or other materials containing any Confidential Information, and shall immediately notify Fox Cities Builders, LLC in writing upon its discovery of any such unauthorized use or disclosure of such Confidential Information.

Owner acknowledges that the use or disclosure of Confidential Information in violation of this Agreement may cause substantial and irreparable injury to Fox Cities Builders, LLC and that Fox Cities Builders, LLC may obtain injunctive or other equitable relief to prevent such use or disclosure and Fox Cities Builders, LLC may also pursue all other rights and remedies it may have under the law, in equity or under the Agreement.

<u>Counterparts</u>, <u>Reproductions</u>: This Agreement may be executed in counterparts, both of which taken together will constitute one instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, electronic or PDF) will be considered an original and is binding on all parties. The parties specifically authorize the electronic transmission of a signed copy of this Agreement and will treat the electronic transmission as an original.

Ownership and Use of Drawings, Specifications, and Other Instruments of Service. Fox Cities Builders and Fox Cities consultants shall be deemed the authors and owners of their respective Instruments of Service, including the plans, drawings, designs and specifications ("Instruments of Service"), and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Owner, subcontractors, subsubcontractors, and suppliers shall not own or claim a copyright in the instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Fox Cities Builders or Fox Cities Builders consultants' reserved rights. The Owner, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established herein, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Owner, subcontractors, sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of Fox Cities Builders and Fox Cities Builders consultants.

<u>Limitation of Liability</u>: Notwithstanding anything contained in this Agreement to the contrary, Owner agrees to waive all claims against Fox Cities Builders, LLC for any special, consequential, indirect, exemplary, incidental, or punitive damages, including, without limitation, damage to property, loss of value, or loss of use.



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RICKERT PARK

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IN INEMIORY OF	TO OUR PARENTS NORB AND THERESA TECHLIN LOVE ALWAYS MARY, LUANNE	KUNSTMANN "Fred Kunstman" Born: 18 Mar 1827 Lüdershagen, Germany Died: 24 Nov 1889 Ereedom WI 1124	ARE WHERE LIFE BEGINS AND ENDS PETE & CEIL SCHUH MARRIED 64 YEARS	
Crass of Evelyn Banks and Evelyn Badforff Cheesemaker	THE FAMILY OF DENNIS AND NANCY		Tracy M. Van Handel 8-27-84 to 9-8-96 Service Business Service Business Service Servic	CONFINER OIL CO. 1965







LIONS PARK







CITIZENS PARK











