



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 2/3/2025

Amended Post Date:

The following documents are included in the packet for the Highway & Highway AdHoc Joint Committee Meeting on February 5, 2025:

- 1) Amended Agenda
- 2) Minutes: 12/11/2024 and 1/27/2025
- 3) 2025 Fuel Pricing Contract
- 4) Loader Purchase Documents



GREEN LAKE COUNTY OFFICE OF THE COUNTY CLERK

Elizabeth Otto
County Clerk

Office: 920-294-4005
FAX: 920-294-4009

Special Highway & Highway AdHoc Joint Committee Meeting

***Date: Wednesday, February 5, 2025 Time: 2:30 PM
Green Lake County Government Center,
County Board Room, 571 County Rd A, Green Lake WI***

Amended AGENDA*

Committee Members

*Bob Schweder
Chuck Buss – Vice
Chair
Dennis Mulder - Chair
Harley Reabe
Charlie Wielgosh
Dave Abendroth
Don Lenz*

*Elizabeth Otto,
Secretary*

This agenda gives notice of a meeting of the Highway Committee. It is possible that individual members of other governing bodies of Green Lake County government may attend this meeting for informative purposes. Members of the Green Lake County Board of Supervisors or its committees may be present for informative purposes but will not take any formal action. A majority or a negative quorum of the members of the Green Lake County Board of Supervisors and/or any of its committees may be present at this meeting. See State ex rel. Badke v. Vill. Bd. of Vill. of Greendale, 173 Wis.2d 553, 578, 494 N.W. 2d 408 (1993).

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. *Approval of Minutes: 12/11/2024 and 1/27/2025
5. *2025 Fuel Contract
6. *Loader Purchase
7. Closed Session
 - Move into Closed Session per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session – considering of Highway Department land acquisition
8. Reconvene into Open Session to take action, if appropriate, on matters discussed in Closed Session
9. Committee Discussion
 - Future Meeting Dates: February 12, 2025 at 3:00pm
 - Future Agenda Items for Action & Discussion
10. Adjourn

This meeting will be conducted and available through in person attendance or audio/visual communication. Remote access can be obtained through the following link:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 246 814 550 143

Passcode: 54Ju9Kc2

Dial in by phone

[+1 920-515-0745,,777359671#](#) United States, Appleton

[Find a local number](#)

Phone conference ID: 777 359 671#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Please accept at your earliest convenience. Thank you!

[Org help](#) | [Privacy and security](#)

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date of the meeting.

**HIGHWAY and AdHOC HIGHWAY COMMITTEE MEETING
December 11, 2024**

The joint meeting of the Highway Committee and AdHoc Highway Committee was called to order by Chair Dennis Mulder at 3:00 PM on Wednesday, December 11, 2024 in the County Board Room, Green Lake County Government Center, Green Lake, WI. The requirements of the open meeting law were certified as being met. The Pledge of Allegiance was recited.

Present: Dennis Mulder
Bob Schweder
Chuck Buss
Harley Reabe
Charlie Wielgosh
Don Lenz

Absent:

Other County Employees Present: Liz Otto, County Clerk; Derek Mashuda, Highway Commissioner; Jeff Mann, Corporation Counsel; Ken Stephani, Finance Director

APPROVAL OF 11/13/2024 MINUTES

Motion/second (Lenz/Schweder) to approve the minutes of the 11/13/2024 joint meeting of the Highway Committee with no additions or corrections. Motion carried with no negative vote.

PUBLIC COMMENT – none

UPDATE AND POSSIBLE ACTION ON PROPERTY ACQUISITION

Chair Mulder stated that he met with Emmer Real Estate earlier in the day and reviewed 10 possible properties to pursue with the intent to contact current owners by Monday, December 16. All properties are at least 25 acres and Mulder stated the price ceiling is \$500,000. Discussion held on acreage and water/sewer requirements.

RAILROAD CONSORTIUM UPDATE

Chair Mulder stated there is nothing new to report since this group only meets every other month.

FINANCIAL REPORT

Highway Commissioner Derek Mashuda stated the Highway Department is currently 1% over budget overall. He also informed the committee that Green Lake County is top in the state for equipment operations revenue for the second year in a row. Discussion held on the CTH A project coming up in 2025.

COMMISSIONER'S REPORT

Highway Commissioner Derek Mashuda outlined the current and completed projects in the last month. He stated that he is still looking to fill a Mechanic position. Snow fencing progress discussed. Mashuda also stated that he will begin using a new bid process next week at no charge which is the same as the DOT uses. This should help to streamline our current process as well as increase the range of vendors.

COMMITTEE DISCUSSION

Future meeting date: Regular meeting – Next meeting set for January 8, 2025 at 3:00 PM.

Future agenda items:

ADJOURNMENT

Chair Mulder adjourned the meeting at 3:32 PM.

Submitted by,

Liz Otto
County Clerk

DRAFT

SPECIAL HIGHWAY/ADHOC HIGHWAY JOINT COMMITTEE MEETING
January 27, 2025

The special joint meeting of the Highway Committee and the AdHoc Highway Committee was called to order by Chair Dennis Mulder at 3:00PM on Monday, January 27, 2025 in the County Board Room, Green Lake County Government Center, Green Lake, WI. The requirements of the open meeting law were certified as being met. The Pledge of Allegiance was recited.

Present:	Dennis Mulder	Absent: Chuck Buss
	Bob Schweder	
	Harley Reabe	
	Charlie Weilgosh	
	Dave Abendroth	
	Don Lenz	

Other County Employees Present: Karissa Block, Deputy County Clerk; Derek Mashuda, Highway Commissioner; Jeff Mann, Corporation Counsel

CLOSED SESSION

- Move into Closed Session per WI Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session – considering of Highway Department land acquisition.

Motion/second (Schweder/Reabe) to move into Closed Session at 3:01PM. Ayes - 6, Nays - 0, Absent – 1 (Buss), Abstain – 0.

Motion/second (Schweder/Reabe) to allow Block and Masuda to be present in Closed Session. Motion carried with no negative vote.

RECONVENE INTO OPEN SESSION TO DISCUSS AND TAKE POSSIBLE ACTION ON MATTERS DISCUSSED IN CLOSED SESSION

Motion/second (Schweder/Lenz) to reconvene into Open Session at 3:49PM. Ayes - 6, Nays – 0, Absent – 1 (Buss), Abstain – 0.

Motion/second (Schweder/Weilgosh) to authorize Dennis Mulder to submit a counter offer as discussed in Closed Session. Ayes – 5, Nays – 1 (Reabe), Absent – 1 (Buss), Abstain – 0.

COMMITTEE DISCUSSION

Future meeting date: Regular meeting – Next meeting set for February 12, 2025 at 3:00 PM.

Future agenda items:

ADJOURNMENT

Chair Mulder adjourned the meeting at 3:53PM.

Submitted by,

Karissa Block
Deputy County Clerk

Fuel Pricing - Energy Solutions

Date	F01	F07	Unleaded	Diesel
			Increase/decrease	Increase/decrease
2025	2.8675	2.887	-0.2445	-0.52
2024	3.112	3.407	-0.187	-0.63
2023	3.299	4.037	0.356	1.635
2022	2.943	2.402	1.058	0.464
2021	1.885	1.938	-0.309	-0.524
2020	2.194	2.462	-0.223	-0.232
2019	2.417	2.694	0.011	0.216
2018	2.406	2.478	0.19	0.181
2017	2.216	2.297	0.181	0.335
2016	2.035	1.962	-0.62	-1.08
2015	2.655	3.042	-0.525	-0.485
2014	3.18	3.527	-0.03	-0.01
2013	3.21	3.537	-0.332	0.06
2012	3.542	3.477	0.402	0.227
2011	3.14	3.25	0.39	0.41
2010	2.75	2.84	0.602	0.596
2009	2.148	2.244		
16 Year Increase/Decrease			0.7195	0.643



www.rolandmachinery.com

CORPORATE

816 North Dirksen Parkway • Springfield, IL 62702 • 217/789-7711 • Fax 217/744-7314

Bolingbrook, IL 630/739-7474 • Carterville, IL 618/985-3399 • East Peoria, IL 309/694-3764 • Marengo, IL 815/923-4966
Portage, IN 219/764-8080 • Escanaba, MI 906/786-6920 • Bridgeton, MO 314/291-1330 • Cape Girardeau, MO 573/334-5252
Columbia, MO 573/814-0083 • Palmyra, MO 573/769-2056 • DeForest, WI 608/842-4151 • Eau Claire, WI 715/874-5400
Franksville, WI 262/835-2710 • DePere, WI 920/532-0165 • Schofield, WI 715/355-9898 • Slinger, WI 262/644-7500

ROLAND MACHINERY CO 3275 FRENCH RD
DEPERE WI 54115
PH: 920-532-0165 FX: 920-532-0526

Account#	Work Ord	Br	Sls	S A L E S O R D E R				Date	Time	Order #	Page
326280		11	61	E S T I M A T E				12-13-24	11:35	4101683	1

Sold To: 001
GREEN LAKE COUNTY HIGHWAY DEPT
570 SOUTH ST.

Ship To:
GREEN LAKE COUNTY HIGHWAY DEPT
570 SOUTH ST

GREEN LAKE WI 54941

GREEN LAKE WI 54941

Ship Via

Entered By kevinh	Customer Purchase Order			Customer Contact BRYAN			Ord Date 12-11-24
Model 950G	Serial Number 3JW00322		Equip ID	Customer Job # W1115882	Customer Phone # 1-920-294-4064		

Ord	Ship	B/O	Mfg	Part Number	Description	Bin	Unit Price	UM	Extended
1	1	Y	CAT	20R-1900	REMAN ENGINE	37,037.24	Ea	37,037.24
1	1	Y	CAT	20R-1900CC	ENGINE CORE	9,333.52	Ea	9,333.52-
			CTF	FREIGHT					250.00
	1		WOP	MISC HOSES / FLUIDS / CLEANING			7,000.00		7,000.00
1.00			SL	LABOR			6,800.00		6,800.00
			WSS	MISC SUPPLY CHARGE					450.00
			WEV	ENVIRONMENTAL CHARGE					50.00
			BROWN	Sales Tax Number -					0.00

Total Amount

42,253.72

PARTS MUST BE RETURNED WITHIN 20 DAYS OF DELIVERY
SPECIAL ORDER ITEMS ARE NON-RETURNABLE
HANDLING FEE APPLIES FOR ALL PARTS RETURNS

Total Weight
0.0

TERMS: Parts and service net 30 days
Parts must be returned within 20 days from date of delivery in order to receive credit. A handling fee will be assessed for all parts returned. This invoice must be presented with all claims or returns.

TERMS: Machine leases or sales, due on receipt of invoice.
Title to the above property remains in the seller's hands until the invoice is paid in full. This company is not liable for loss or damage arising from non fulfillment of contract by reasons of accidents, fire, strikes, transportation delays or other causes beyond its control. Roland has assigned its rights to sell rental machinery described herein to a Qualified Intermediary pursuant to an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.

A Service Charge of 1½% per month will be added to all past due accounts.

PLEASE REMIT TO: Roland Machinery Company
NW 7899, P.O. Box 1450
Minneapolis, MN 55485-7899

Gregory Poole Equipment Company

QUOTATION

FEDERAL TAXPAYER ID# 56-0487311
WWW.GREGORYPOOLE.COM
919-828-0641

Gregory Poole



PLEASE REMIT TO:
Gregory Poole Equipment Company
Processing Center, PO Box 60457
Charlotte, NC 28260
<https://gregorypoole.billtrust.com>

QUOTATION NUMBER **Q335774-1**
QUOTATION DATE **1/3/2025**
VALID UNTIL **2/2/2025**

BILL TO

COUNTY OF GREEN LAKE
571 COUNTY ROAD A
GREEN LAKE, WI 54941-8630
USA

SHIP TO

COUNTY OF GREEN LAKE
571 COUNTY ROAD A
GREEN LAKE, WI 54941-8630
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
C088327	C088327	Raleigh Heavy Equipment	Heavy Construction	1 of 3
SALESMAN	CUSTOMER CONTACT		TERMS	
William Senter Currin			Cash Payment	
QTY	DESCRIPTION	UNIT PRICE		EXTENDED PRICE

BALANCE DUE UPON RECEIPT OF INVOICE

1	1 USED 2017 CAT 950GC S/N M5T00963 SOLD WITH A 12/1000 PTW+H WARRANTY COVERAGE DELIVERED TO CUSTOMERS LOCATION	132,100.00	132,100.00
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Make: CAT
Equipment ID: EQ055065

Model: 950GC
Meter: 5082

Serial No: M5T00563
Delivery: Equipment Order Truck

Quoted Sales Price *

* Excludes applicable Fees

132,100.00

Purchaser warrants that any Trade-In Equipment is free and clear of all liens and encumbrances, except as described above, and that he/they are the sole owners. Purchaser has read the terms and conditions on the reverse of this document and acknowledge that this purchase from the seller is subject to the same terms and conditions.

(Sales Representative)

(Purchaser)

GENERAL TERMS AND CONDITIONS FROM GREGORY POOLE EQUIPMENT COMPANY

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these Terms and Conditions. Credit sales likewise are subject to credit approval and the standard credit agreement terms of Gregory Poole Equipment Company which are incorporated herein by reference as if fully set forth herein and can be found at www.gregorypoole.com. All Terms and Conditions set forth herein are deemed acknowledged and accepted by Buyer upon Buyer's written or verbal order. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Gregory Poole Equipment Company ('Company') unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these Terms and Conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection. Customer agrees to be bound by electronic communications relating to transactions with Gregory Poole Equipment Company.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire forty-five (45) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Prices shown on the published price list and other published literature issued by the Company are not unconditional offers to sell, and are subject to change without notice. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES AND INSURANCE.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer. Buyer, at its sole cost and expense, shall keep any and all equipment delivered hereunder insured to the extent of its full insurable value with a standard all-risk Inland Marine Insurance Policy covering physical damage to the equipment, with any loss payable to Company. Insurance coverage shall commence on or before the time at which title to such equipment passes to Buyer. Buyer shall be responsible for obtaining at its sole cost and expense any other insurance coverage that may be necessary or appropriate.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate permitted by law, which rate shall also apply after judgment pursuant to N.C. G.S. 24-5, and any payments will be applied first to service charges due. If Company deems that, by reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. Company's premises. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received 'in good order' receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials are as close to actual as practicable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equitably adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect said changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Company be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the unconditional right to cancel this transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant to the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financing Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the

GENERAL TERMS AND CONDITIONS FROM GREGORY POOLE EQUIPMENT COMPANY

interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall, at its expense, protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.

13. **DEFAULT.** Default shall be a breach of these Terms and Conditions by Buyer. Upon default, Company may recover from Buyer Company's reasonable attorneys' fees and court costs incurred in connection with pursuing its legal and equitable rights and remedies, including but not limited to repossession and collection of past due amounts.

14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.

15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.

16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.

17. **COMPANY LIABILITY.** Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.

18. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products; however, Company recognizes that its product are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

19. **NUCLEAR.** Purchaser represents and warrants that the equipment covered by this contract shall not be used in or in connection with a nuclear facility or application.

20. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system or equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.

21. **NONDISCLOSURE.** The terms of this Transaction are confidential, and the terms of any Quotation provided by Company, are confidential and none of the details connected herewith may be disclosed by Buyer to any third party without Company's prior written consent.

22. **NONASSIGNMENT.** This Quotation and Agreement may not be assigned by Buyer, in whole or in part, without Company's prior written consent.

23. **ENTIRE AGREEMENT AND AMENDMENT.** This Transaction/Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.

24. **VENUE.** Buyer agrees that any legal action arising out of or resulting from this Agreement shall be filed and maintained in the Civil District or Superior Court for the County of Wake, North Carolina.

25. **INTERPRETATION.** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

THIS CONTRACT/AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

(V092014)

PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT ANY APPARATUS DESCRIBED IN OUR QUOTE OR INVOICE MEETS YOUR REQUIREMENTS. Quotations cover items listed and do not constitute a specific job proposal or equipment furnished loose for installation by others unless specifically listed as installed. Start-Up, Testing, & Training is to be performed during normal business hours unless specifically indicated otherwise. Relay and/or System Coordination Study is not included unless specifically noted. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Gregory Poole Equipment Company is not responsible for occurrences beyond our immediate control. Any quotation is made subject to Gregory Poole Equipment Company's Standard Terms and Conditions. Quotations are valid for Forty-five (45) days from date of issue unless otherwise stated in the Quotation.

ACCEPTANCE

BY GREGORY POOLE EQUIPMENT COMPANY

_____(SEAL) DATE _____

DATE _____



Proposal

QUOTE NUMBER | 221283-01
Jan 02, 2025

CATERPILLAR INC. 950M

PREPARED FOR
GREEN LAKE CTY HIGHWAY DEPT

FABICK





Jan 02, 2025

GREEN LAKE CTY HIGHWAY DEPT
570 SOUTH ST
GREEN LAKE, WISCONSIN,
54941-9720

Dear Derek Mashuda,

We are pleased to offer you the following proposal for your consideration.

One (1) Caterpillar Inc. Model: 950M Medium Wheel Loader with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: J1S02060
SERIAL NUMBER: 0J1S02060
YEAR: 2019
SMU: 5,099.60

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Patrick Benish
Machine Sales Representative
Fabick Cat
patrick.benish@fabickcat.com
(608) 516-9591

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

"TO EVER SERVE OUR CUSTOMERS BETTER"

FABICK

One (1) Caterpillar Inc. Model: 950M Medium Wheel Loader with all standard equipment in addition to the specifications listed below:

MACHINE CONFIGURATION

950M WHEEL LOADER	464-2600
REGIONAL PACKAGE, AM-N	506-3495
STANDARD PACKAGE	512-0858
LINKAGE, STANDARD LIFT	505-1552
COUNTERWEIGHT, 1460KG	393-0072
AXLES, AUTO DIFF F/R, ED	366-9908
HYDRAULICS, 2V RC, STD/LOG/HL	501-0400
HYDRAULIC OIL, STANDARD	366-9912
STARTING, COLD (120V)	373-3911
LIGHTS, HALOGEN	486-2311
STEERING, WHEEL HMU	384-7009
AUTO DIFF, HMU	384-7005
JOYSTICK W/FNR, 2V	502-0338
PRODUCT LINK, CELLULAR PLE641	434-0691
COOLING CORES, 9 FPI	364-9807
FAN, STANDARD	503-6412
ANTIFREEZE, -34C (-29F)	371-7064
TIRES, 23.5R25 MX XHA2 * L3	373-4052
AIR INLET STANDARD, RAIN CAP	365-0112
FENDERS, BASIC +	464-6672
SOUND SUPPRESSION, STANDARD	465-6576
QUICK COUPLER READY, STD LIFT	373-3900
LUBRICATION, MANUAL, STD/LOG	495-7493
GUARD, POWERTRAIN	367-9027
QUICK COUPLER, FUSION	349-5246
HOOD, NON-METALLIC	336-0000
CAB, DELUXE	505-1528
RADIO, AM/FM/USB/MP3 BLUETOOTH	372-1600
RADIO, CB (READY)	372-1603
SEAT BELT, 3 IN. W/INDICATOR	450-1592
WINDOWS, STANDARD	493-9615
CAB TRIM, HEATED	505-1512
FILTRATION, STANDARD	505-1519
STORAGE PROTECTION	0P-2918
PROTECTION, CYLINDER ROD	0P-3940
INSTRUCTIONS, ENGLISH	0P-3380
ANTIFREEZE WINDSHIELD WASHER	0P-1939

"TO EVER SERVE OUR CUSTOMERS BETTER"



ROLL ON-ROLL OFF
FUEL ANTIFREEZE, -25C (-13F)
WORKTOOL'S LITERATURE
ENGINE

0P-6619
0P-3978
0P-4108
530-2520

"TO EVER SERVE OUR CUSTOMERS BETTER"



PRICING INFORMATION

PRICE AS EQUIPPED	\$178,000.00
SUB TOTAL	\$178,000.00
SALES TAX (0%)	\$0.00
BALANCE DUE	\$178,000.00

EQUIPMENT PROTECTION PLAN

Optional Powertrain & hydraulic coverage options:

SMU / HOURS	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS
500	\$1,880	\$1,990	\$2,260	\$2,400	\$2,540
1,000	\$3,670	\$3,880	\$4,410	\$4,670	\$4,960
2,000	\$6,980	\$7,380	\$8,390	\$8,890	\$9,430

ESTIMATED DELIVERY

In Stock in Milwaukee WI

FINANCE OPTIONS

Quotes available upon request

"TO EVER SERVE OUR CUSTOMERS BETTER"



WHY CHOOSE FABICK CAT?

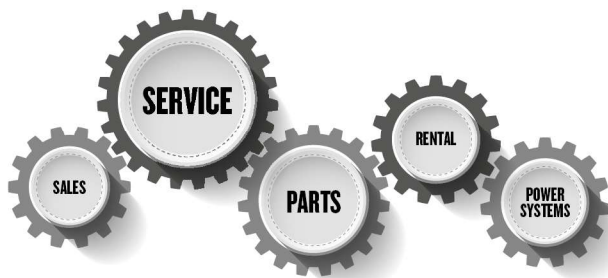
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THROUGHOUT OUR TERRITORY

- | | |
|--|---|
|  34 LOCATIONS |  200 SERVICE BAYS |
|  1,200 + EMPLOYEES |  200 SERVICE TRUCKS |
|  550 SERVICE TECHNICIANS |  100 + PARTS DROP BOXES |

SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

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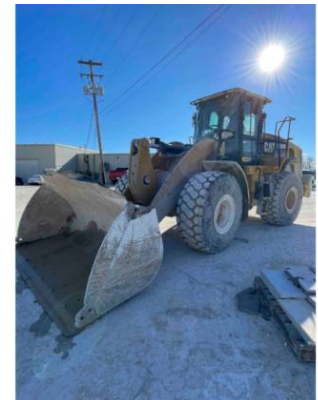


"TO EVER SERVE OUR CUSTOMERS BETTER"

2019 CAT 950M WHEEL LOADER

INSPECTION DETAILS

Inspection Type	Trade
Inspection Form	Standard
Sub-Type	Trade for New
Inspection #	10162142
Inspection Status	Completed
Created	11/08/24 13:56:24
Updated	12/16/24 10:19:49
Created By	Sternat, Tyler J.
Inspector	Sternat, Tyler J.
Reviewers	Cole, Jason P.
Salesperson	Sternat, Tyler J.
Serial #	J1S02060
SMU / Hours	5,056
Location	WI, United States



FEATURES

General

- Air Conditioner
- Counterweight
- Coupler - Quick
- Coupler Type - Hydraulic
- Lift - Standard
- Mirrors
- Product Link
- Radio - Bluetooth
- Ride Control
- Steering Type - Wheel

Attachments

- Bucket

CONDITION



Good



Fair



Poor

Approved Repair

GENERAL CONDITION

Body



Frame



General



Machine Starts and is Operable
YES

Tires are Aired Up and Drivable
YES

GENERAL APPEARANCE

Cab or Canopy



Decals



Grab Irons



Pre-Cleaner Bowl



Sheet Metal



Steps / Ladder



SAFETY ITEMS

Back Up Alarm



Camera(s)



Horn



ROPS



Service Brakes Functioning
YES

OPERATOR STATION

Air Conditioner



Dash Console



Gauges



Heater / Defroster





Hour Meter - GAUGES,
OPERATION STATION, CONSOLE



Interior Lights




Monitoring Display



Seat Cushions / Suspension /
Type



Switches


Windows



Windshield Wipers


ENGINE

Engine Oil Level / Condition



Operating Condition - ENGINE



ELECTRICAL, STARTING AND CHARGING SYSTEM

Batteries / Cables / Master
Disconnect


BUCKET

Bucket Sides


Cutting Edges


Quick Coupler


Bucket Capacity
4.5 cyd

TIRES

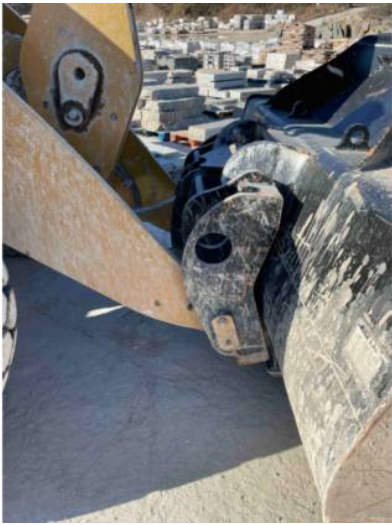
Notes - TIRES
Tires are good

COMMENTS, MISC. REPAIRS, GENERAL REMARKS

comment 1
Machine is in good working
condition.

MARKETING PHOTOS (9)





From: [Hunter Liebe](#)
To: [Mashuda, Derek](#)
Subject: 644G Info - Brooks Tractor
Date: Wednesday, January 8, 2025 4:19:03 PM
Attachments: [image001.png](#)
[644 G-Tier Wheel Loader.pdf](#)

[CAUTION: EXTERNAL SENDER This email originated from outside Green Lake County. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Derek,

Attached above are a few pictures of the 644G as well as a product brochure.

Price is \$189,000. Machine currently has 1774 hours. It is a 2023 model with 2 years of Power Train & Hydraulic extended warranty left on the machine.

The machine has a 418 GEM Quick attach coupler and a 4.5 CY bucket, which is slightly bigger than the bucket on the 644K you looked at. The machine is currently sitting at our Sun Prairie store.

Any questions don't hesitate to reach out.

Have a great evening!

Hunter Liebe | Account Manager



JOHN DEERE

[Nothing Runs Like a Deere](#)

1900 West Main Street,

Sun Prairie, WI 53590

Office 608-837-5141 ext. 1010

Cell 608-800-2004

BROOKS
TRACTOR SINCE 1945

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PURCHASER NAME AND ADDRESS (First Signer)				DEALER NAME AND ADDRESS			
NAME(First, Middle, Last) GREEN LAKE COUNTY HIGHWAY DEPT				DEALER NAME Brooks Tractor Incorporated		Dealer Account No. : 178874	
STREET or RR 570 SOUTH ST				STREET or RR 1900 W Main Street			
CITY GREEN LAKE		STATE WI	ZIP CODE 54941	CITY Sun Prairie		STATE WI	ZIP CODE 53590
PHONE NUMBER 920-294-4062		EMAIL ADDRESS glchwy@greenlakecountywi.gov		Date Of Order: Jan 16, 2025		Phone Number 608-837-5141	
REWARDS #				Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER NAME AND ADDRESS (Second Signer)				PURCHASER TYPE: 12 Large Fleet (25-74)		MARKET USE CODE: 12 Land Improvement	
NAME(First, Middle, Last)				Add Purchaser to Mailing List (Check One or More)			
STREET or RR				<input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
CITY		STATE	ZIP CODE	PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
PHONE NUMBER		EMAIL ADDRESS		<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
REWARDS #				NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County GREEN LAKE		Use State/Province WI	COUNTY CODE 47			
(Initials) DJM		Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Initials) DJM						
QTY	NEW	DEM	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				2023 JOHN DEERE 644 G-Tier Wheel Loader Stock # 082896A	1774	1BZ644GACPLA00085	\$ 189,000 00
1					GEM 418 HYD FAB COUPLER W KIT	1774		\$ 0 00
1					GEM 4.5CY 120" GP BKT BOE QC	1774		\$ 0 00
+ John Deere Extended Warranty : 36M 500								\$ 0 00
(1) TOTAL CASH PRICE								\$ 189,000 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS: BROOKS MACHINE HEALTH MONITORING SERVICE-For all models equipped with an active JDLink system, Brooks and John Deere monitor your machine continuously for the term of basic/extended warranty. Customer Will pay via Check			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 189,000 00
			(5) SUBTOTAL	\$ 189,000 00
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE (5-(6 & 7))	\$ 189,000 00



From: [Hunter Liebe](#)
To: [Mashuda, Derek](#)
Subject: John Deere 644K Used Information
Date: Monday, January 6, 2025 8:37:12 AM
Attachments: [image001.png](#)

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Derek,

Attached above are a couple pictures of the 644K with 5200 hours that we have in Depere.

This machine would come a set of Pallet forks and a bucket. Price is \$169,000.

There is a brief description on our website of this machine. Brookstractor.com – Used Equipment – search 644K.

Let me know if you have any questions.

Thanks,

Hunter Liebe | CCE Account Manager



5429 Prairie Drive,
Plover, WI 54467
Office 715-254-2777
Cell 715-347-8722

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From: [Olsen, Cameron](#)
To: [Derek](#)
Subject: 2023 Komatsu WA380-8
Date: Wednesday, January 15, 2025 9:14:05 AM
Attachments: [image008.png](#)
[image007.png](#)
[image006.png](#)
[image005.png](#)
[image004.png](#)

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Good morning, Derek!

Attached are some pictures of the unit I will be presenting a quote to you on today in De Pere after your yard demo of a WA380-8 we have in our yard at 1:00PM today.

I look forward to it!
Thanks!
Cameron T Olsen
Roland Machinery Co.





01/08/2025
Quote#: 10108202511001

GREEN LAKE COUNTY HIGHWAY DEPT
570 South St.
GREEN LAKE, WI 54941



Dear Derek Mashuda,

On behalf of Roland Machinery, thank you for the opportunity to assist with your equipment needs. We look forward to earning your business. Please contact me with any questions you may have regarding the following proposal:

2019 Komatsu WA380-8 4,390 Hours

CONFIGURATION:

Serial Number: A74806

- Boom assembly, standard
- Bucket cylinder, standard
- Counterweight, standard
- Hydraulic kit for JRB 418 series quick coupler, installed (standard boom)
- Engine intake, standard
- JRB 418 series fabricated hydraulic coupler, installed (requires hydraulic kit)
- 2-spool valve w/ 2-lever controls, standard
- Rims only for 23.5-25 tubeless tires, qty. 4
- Michelin 23.5R25 XHA2 L3 tires, qty. 4

ATTACHMENTS:

- Engine block heater, 110v plug-in, installed
- Rockland 418 series 106" x 72" construction forks (\$10,574.00)
- JRB 418 series 4.00 CuYd capacity general purpose bucket, includes BOCE

Sincerely,

Cameron T Olsen
920-366-1495
COLSEN@ROLANDMACHINERY.COM

Quote#: 10108202511001

www.rolandmachinery.com

Page 1 of 3

2019 Komatsu WA380-8

STANDARD EQUIPMENT

- 2-spool valve for boom and bucket control
 - Alternator, 90 A, 24 V
 - Auto shift transmission with mode select system
 - Automatic hydraulic-driven fan with automatic reverse rotation
 - Back-up alarm
 - Batteries, 140 Ah/12V (2), 1050 CCA
 - Battery disconnect
 - Boom kick-out, in-cab adjustable
 - Bucket positioner, in-cab adjustable, 3 positions
 - Color rear view camera and monitor
 - Counterweight, standard and additional
 - Electronically Controlled Suspension System
 - Engine, Komatsu SAA6D107E-3 diesel
 - Engine shut-off system, electric
 - EPC fingertip controls with F-N-R switch, two levers
 - Equipment Management Monitoring System (EMMS)
 - Lights (central warning, brake oil pressure, engine oil pressure, parking brake, cooling fan reverse, KDPF restriction, seat belt caution, Komtrax message)
 - Gauges (engine water temperature, ecology, fuel level, hydraulic oil, DEF level temperature, speedometer/tachometer)
 - Front fenders
 - Fuel pre-filter with water separator
 - Horn, electric
 - Komatsu SmartLoader Logic
 - Komatsu Auto Idle Shutdown
 - KOMTRAX® Level 5.0
 - Lift cylinders and bucket cylinder
 - Lights
 - Back-up light, LED
 - Stop and taillight, LED
 - Turn signal lamps, 2 front and 2 rear with hazard switch
 - Working lights, halogen, 2 front cab mount
 - Working lights, halogen, 2 front fender mount
 - Working lights, halogen, 2 rear grill mount
 - Loader linkage with standard lift arm
 - Lock-up torque converter
 - Parking brake, electric
 - Radiator, wider core
 - Radiator mask, swing out
 - Rear full fenders
 - Rear view mirrors, outside (2) inside (2)
 - Rims for 23.5-25 tires
 - ROPS/FOPS Cab Level 2
 - 2 x DC12V electrical outlets
 - Ashtray
 - Auto air conditioner
 - Cigarette lighter, 24V
 - Color LCD/TFT multi-monitor
 - Cup holder
 - Floor mat
 - Operator seat, reclining, air suspension type, heated
 - Radio, AM/FM with AUX input jack
 - Rear defroster, electric
 - Seatbelt, 2-point retractable, 76mm 3" width
 - Space for lunch box
 - Steering wheel, tilt and telescopic
 - Sun visor, front window
 - Windshield washer and wiper, front with intermittent
 - Windshield washer and wiper, rear
 - Service brakes, wet disc type
 - Starting motor, 5.5 kW
 - Transmission, 4 forward and 4 reverse
 - Vandalism protection kit, padlocks for battery box (2)
- OPTIONAL EQUIPMENT**
- 3-spool valve with lever and piping
 - Auxiliary steering (SAE)
 - Cutting edge (bolt-on type)
 - Engine oil and coolant heater
 - Guarding package
 - Engine pre-cleaner with extension
 - High-lift boom
 - Limited slip differential (F&R)
 - Lube system
 - Mono-lever loader control with transmission F-N-R switch
 - Various tire options, radial and bias
 - Various bucket options



Total Selling Price

Sell Price:	Price Includes Machine Being Delivered to your shop	155,000.00
Less Rentals Paid:		0.00
Trade In:		(0.00)
Other Charges:		0.00
Total Amount Due:		\$155,000.00

Terms and Conditions

- All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.
- All quotations are subject to change without notice.
- Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.
- The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.
- Terms of sales are subject to credit approval.
- Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.
- Any USED or SECONDHAND equipment included in the Quote is sold "AS IS, WHERE IS" WITHOUT ANY WARRANTY. Whatsoever, EXPRESS or IMPLIED, WARRANTY OF MERCHANTABILITY, and WARRANTY OF FITNESS FOR PARTICULAR PURPOSE (except that the seller warrants title). If seller has agreed in writing herein to provide any repair work to the equipment, then the seller warrants said repair work for 30 days after buyer receives delivery. Buyer waives any claim relating to any defect in the equipment which is not to be repaired by SELLER.

KomatsuCare

- Tier 4i & Tier 4 final Construction Equipment comes standard at no additional cost with complimentary factory scheduled maintenance for the first 3 years or 2,000 hours, whichever occurs first.
- Tier 4i & Tier 4 final construction equipment comes standard with one complimentary DPF exchange unit for the first 60 months/4500 hours.



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- My Komatsu Our inclusive comprehensive digital hub that allows 24/7 access to machine telematics data, parts manuals, service manuals, software, and parts ordering — all in a single place — we'll partner with you to make sure that My Komatsu delivers exactly what you need. KOMTRAX is both a wireless equipment monitoring system and a secure, web-based application used for reviewing the data KOMTRAX collects and sends. KOMTRAX not only gives you the power of knowledge, but also the convenience of managing your fleet on the Web, wherever you are. *That's a \$5,000 value, at no cost to you.*

KOMATSU®

MyKomatsu

KOMTRAX®

Intelligent Machine Control

- "I" machines feature the next generation of machine control on the jobsite and boast the three I's and three C's. Innovative- automated operation from rough grade to finish grade, Intelligent- new dozing mode with load control performance features, Integrated- standard factory installed integrated 3D GNSS system, no Cables- no coiled cables between the machine and blade, no Climbing- GNSS antenna and mast removed from blade, no Connections- no daily connections to set up and take down which loosen and corrode.

