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**AGENDA**  
**VILLAGE OF SUSSEX**  
**PARKS & RECREATION BOARD**  
**6:30 PM TUESDAY, MARCH 18, 2025**  
**SUSSEX CIVIC CENTER – COMMUNITY ROOM 1<sup>ST</sup> FLOOR**  
**N64W23760 MAIN STREET**

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Pursuant to the requirements of Section 19.84, Wis. Stats., notice is hereby given of a meeting of the Village of Sussex Park & Recreation Board, at which a quorum of the Village Board may attend in order to gather information about a subject which they have decision making responsibility. The meeting will be held at the above noted date, time and location. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is virtually in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present and that the Village Board members may be making comments under any area where the public may comments or if the rules are suspended to allow them to do so.)

1. Roll call
2. Consideration and possible action on the minutes from the February 18, 2025, meeting
3. Comments from Citizens Present
4. Consideration and Possible Action on the 2025 Concession Stand Agreement
5. Consideration and Possible Action on Village Park Phase B Construction Bids
6. Park & Recreation Director's Report
7. Topics for Future Agenda Items
8. Adjournment

Robert Fourness  
Chairperson

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Jeremy Smith  
Village Administrator

**Village of Sussex  
Park and Recreation Board  
6:30 p.m. Tuesday, February 18, 2025  
Sussex Civic Center  
N64W23760 Main Street, Sussex, WI 53089**

**MINUTES**

Meeting was called to order at 6:32 pm.

**1. Roll Call**

Members Present: Chairman Bob Fourness, Chuck Vojtas, Trustee Ron Wells, Kelly Tetting, Mike Waltz, Chris Kostka, and Nadine Coenen

Members Absent: None

Staff Present: Parks and Recreation Director, Halie Dobbeck; Park Foreman, Thom Berres

**2. Consideration and action on minutes from the December 17, 2024, meeting.**

Motion by Coenen, seconded by Tetting to approve the minutes as presented.

Motion Carried 6-0.  
(Waltz was not present)

**3. Comments from Citizens**

No one was present that wished to speak.

**4. Consideration on The Club Carwash Tree Preservation Plan**

Dobbeck presented Gilbertson's memo. Jerod Schmidt of Club Carwash was present to answer questions.

Motion by Fourness, seconded by Wells to approve the Club Carwash tree preservation plan as presented.

Motion Carried 7-0.

**5/6. Consideration on the 11' and Zero-turn Mowers**

Berres presented both mower memos to the board for consideration.

Motion by Waltz, seconded by Vojtas to approve the purchase of the Scag zero-turn and the Toro 4000D as presented.

Motion Carried 7-0.

**7. Consideration on the amendment request to the Lions Club 10 Year Contract**

Dobbeck presented the Lion's Club amendment request to have a room for their club meetings for 4 dates in 2025.

Motion by Waltz, seconded by Coenen to approve the amendment as presented.

Motion Carried 7-0.

**8. Consideration on the Fourth of July Fireworks Contract**

Motion by Kostka, seconded by Wells to approve the contract as presented.

Motion Carried 7-0.

**9. Consideration on the Cemetery Mowing Contract**

Motion by Waltz, seconded by Kostka to approve the contract as presented.

Motion Carried 7-0.

**10. 2024 Fund Update**

Dobbeck presented the 2024 fund updates as were available in the packet.

## 11. Director's Report

Dobbeck provided the following:

**-Aquatic Facility Steering Committee Update:** At the most recent committee meeting, the committee was presented the results from the survey that was completed in December 2024. We had almost 900 responses and 71% of respondents indicated that they support the construction of swimming pool in Sussex. The committee worked its way through all of the data and decided to pursue an indoor/outdoor aquatic facility. They've requested to see 3 different variations of a facility like this at different price points for their next meet in March.

**-Village Park Master Plan Update:** The Ridge and Park Maintenance Facility projects are out to bid. There seems to be a lot of interest in the construction world around these projects. Bids are due 2/28 at 2pm. They will come to the March PB meeting as well.

We have reached an agreement in principle with the developer of Wildflower Farms west of Village Park for the land for the Quintplex. We will be contacting the local clubs that regularly use our fields for a Sussex representative to serve on an advisory committee for the Quintplex design and development. We're hopeful that the committee will come to you for consideration in March. This committee will need Park Board representatives, so please consider if this might be of interest to you.

Staff met with the SAPA organization to discuss how construction in the park will impact their event. We have a rough plan in place to support their event. The Village will continue working with them to support the event through the construction season as much as possible.

**-Awards and Recognitions:** 2024 Volunteers of the Year will be announced at an upcoming board meeting. Wendy Stallings is the Volunteer Individual of the Year and the Volunteer Group of the Year is the Waukesha County Sheriff's Department Cadets #6700. We are grateful for the many contributions they made to make our events such a success last year.

The Village of Sussex Parks and Rec team have received two awards for outstanding work! We're so proud to be recognized on a state level for the level of service that we provide the community with. Lydia Vanderpoel and Jennie Bahaman from the library collaborated on an Adults Over 50 Art Show last fall and won the Silver Star award for the WPRA for best older adult programming. Thom Berres has won the inaugural DNR Tree Species Diversity Award for his diligent and progressive work in diversifying our tree canopy in Sussex and education of the public on the necessity of tree diversity.

**-The Hamilton School District staff have made us aware that they are presenting to the School Board the cancellation of Summer School Bussing.** This decision could negatively impact the people currently enrolled in summer camp that are reliant on the bussing in order to utilize summer school and summer day camp. It also could have a negative effect on the SOS lunch program which is housed in Village Park and impacts beyond that. The school board will consider this at their March meeting. The Village is looking into how we can fill this gap if the board votes to remove bussing as an option for summer school.

**-We are working on the Summer Activity Guide** to be in homes in March/April with resident registration opening 4/7.

**-We are hiring for Summer seasonal staff** in the parks and for day camp. Additionally, we are looking for a weekend ball field maintenance employee to help with the weekend workload on our on-call staff.

## 12. Topics for Future Agenda Items

-Bids for The Ridge and Park Maintenance Facility

-Quintplex Committee Review (Waltz and Fourness expressed interest in serving on this committee.)

## 13. Adjournment

Motion by Waltz, seconded by Kostka to adjourn at 7:12 p.m.

Motion Carried 7-0.

Respectfully Submitted,

Halie Dobbeck

Parks and Recreation Director

## **VILLAGE PARK CONCESSION STAND LEASE**

This agreement is made between the Village of Sussex, a Wisconsin Municipality ("Lessor") and SBA Operations, LLC, owned by Samantha May ("Lessee") for the lease of the concession stand in Sussex Village Park, N63W24459 Main Street.

### **I. RENTAL TERM AND SERVICE FEE**

- A. This lease shall be for a 1-year term commencing on the 1 day of April, 2025 and ending on the 30 day of September, 2025.
- B. The rental for the concession building and equipment shall be at the sum of \$20.00 per team registered to play during the season. Each yearly payment is due by the 1 day of May.
- C. All payments shall be made payable to the "Village of Sussex" and delivered to N64W23760 Main Street, Sussex WI 53089.
- D. Failure to pay the rental fee on or before the due date listed in this section shall subject the Lessee to a 1.5% per month penalty on the unpaid fee due.
- E. A refundable deposit of \$500.00 shall be paid to the Lessor prior to start of operation and shall be refunded within 30 days after the last day of operation in 2025. Deductions from this deposit are to be used only to pay any costs for damages done by the Lessee. An inspection of the entire premises will be made, after the term and any cleaning of the facility that may be required will also be subtracted from the deposit.

### **II. PURPOSE**

- A. The purpose of this lease is to allow the Lessee to use said premises for the operation of a concession stand to provide food, soda, and if properly licensed, beer to the public patronizing the park.
- B. The concession stand operating hours are from 5:00 P.M. and not later than 11:00 P.M. five days per week for rental term. The Lessee can operate on July 4<sup>th</sup> if there is no interest from a not-for-profit group to operate.
- C. Lessee may open concession stand on other dates with approval from the Parks and Recreation Director, provided such operation does not conflict or interfere with other park functions and/or reservations.
- D. It is expressly understood that the Sussex Lions Club and Junior Chargers Baseball Organization are entitled to operate tournaments during the lease term and are entitled to full use and occupancy of the concession stand and all related equipment during said tournaments. Lessee shall be required to vacate the same during those periods including for Lions Daze that is typically the 2nd weekend of July and the Junior Chargers Tournament that is the 1st weekend in June (Friday, Saturday and Sunday). Exact dates will be provided upon request. The concession stand may be utilized by a community organization on July 4.
- E. The Lessee is specifically entitled to run up to five (5) softball, baseball, and/or volleyball tournaments during the lease term on five (5) different Saturdays and Sundays on dates to be

approved by the Park and Recreation Board of the Village of Sussex when no other prior commitment has been made. The Lessee for each tournament must pay the standard reservation fee.

### **III. MAINTENANCE AND OPERATION**

- A. Lessee shall be solely responsible for maintaining the concession stand equipment and the concession stand's immediate vicinity in good condition during the term of the agreement except as otherwise stated in this Agreement.
- B. Lessee agrees to be liable for all maintenance and repairs to the concession stand and agrees to assume responsibility for all damage occurred by neglect to plumbing, gas, water, steam sewage or other pipes, electrical wiring, any other electrical installations to other portions of the building or grounds or damage to any part of the physical structure of the property.
- C. If the Lessee wishes to make any permanent improvements or, additions to the concession stand, such request shall be made to Staff and is required to be reviewed and approved by the Village Board. The Lessee shall obtain from duly prescribed officials the permits and licenses necessary to operate a concession stand and sell food and beverages and shall operate only in compliance with all local, state and federal laws and all ordinances and other governmental regulations. Lessee agrees to keep on hand, at all times, a sufficient supply of all merchandise to adequately serve the public.
- D. Lessee agrees that they will maintain all premises in a manner consistent with, or demanded by, all health departments and pure food examiners, and also that the premises will at all times be kept open for the proper inspection by duly authorized representatives of the Village of Sussex or any other agency having jurisdiction thereto.
- E. Lessee agrees to employ competent persons to be in attendance on premises, and that at no time will there be less than one person constantly in charge of said premises.
- F. If a beer license is granted, Lessee will comply with all state and local laws and ordinances on liquor and the dispensing thereof.
- G. Lessee agrees that they will not allow trash to accumulate, in any form, on the concession stand premises or in the immediate vicinity of the concession stand for the entire contract period.
- H. Lessee must provide adequate garbage and recycling receptacles in the building and shall also be responsible for dumping of the same into provided dumpsters.
- I. Lessor shall be responsible for removal of such garbage and recycling materials from the dumpsters.
- J. Lessee agrees to be responsible for nightly cleaning the entire area around the concession stand premises.
- K. Lessee shall be responsible for any repairs equipment owned by them. The Lessor assumes responsibility for any repair and maintenance of equipment owned by the Lessor.

- L. Lessee agrees to be responsible for cleaning the restrooms contained in the concession stand after each day's events.
- M. Lessee agrees to clean and remove all owned equipment by the end of season. A prior walkthrough by Village Staff may be required. Any damages or lack of cleaning found may result in a loss of the Lessee's deposit as outlined in this agreement. Lessee is required to turn in key to the Village of Sussex.

#### **IV. DAMAGE OR DESTRUCTION OF PREMISES**

- A. If the premises are destroyed by fire, flood, casualty, war or any other natural disasters, then the agreement at the option of either party shall cease and come to an end.
- B. In the case of any partial damage caused by fire, flood, casualty, war or any other natural disaster, the Lessor may restore the premises to the previous condition and adjust a portion of the rent for the period that the concessionaire was not allowed the use of the premises, be refunded or not demanded by Lessor.

#### **V. INDEMNIFICATION**

- A. In consideration of this agreement executed hereunder, and in addition to, and not the exclusion or prejudice of, any provisions of this permit, or documents incorporated and/or reference herein, the Lessee agrees to indemnify and hold harmless the Village of Sussex and its former, present and future elected officials, employees, servants, agents, independent contractors and their respective heirs, successors, personal representatives, and shall defend the same from and against any and all loss, liability, interest, actions, damages, claims, lawsuits, liability and expense, including, without limitation, all legal, accounting, consulting, engineering expenses, to whomever owed and by whomever and whenever brought or maintained which may in any manner result from or arise in the course of, out of, as a result of, or in connection with the use of the Sussex Village Park or other facilities by the Lessee.
- B. In the event of any accident or disaster resulting from the concession stand operation in any form or manner, it shall be the direct responsibility of the Lessee who shall assume all such responsibility and any legal counsel necessitated by this agreement including any legal actions arising therefrom, shall be the responsibility of the Lessee and shall be paid for by the Lessee.
- C. In every case where the judgment is recovered against the Village of Sussex or its representatives referred to above, if notice and opportunity to defend has been given to Lessee of the pendency of the suit within ten (10) days after the Village has been served with the same, the judgment shall be conclusive upon the Lessee not only as to the amount of damages, but also as its liability to the Village.

#### **VI. INSURANCE**

- A. The Village shall not be liable to the Lessee, his agents, employees, servants, customers, visitors, guests or to any person who may be damaged or injured including, through or out of Lessee's right to use and improve the premises as herein provided.
- B. Not by way of limitation, loss of life or damage to property by reason or arising by, the Lessee shall maintain in force at all times during the terms hereof, a policy of public liability insurance insuring itself and the Village of Sussex against injury to property, person or loss of life arising

out of the use and occupancy of the premises within the limits of at least \$1,000,000 per occurrence and the Lessee shall furnish to the Village, as may be requested from time to time, a certificate of said insurance.

**VII. COVENANTS OF LESSEE**

- A. Lessee agrees to and his agents or employees shall at all time comply with all rules and regulations adopted by the Lessor. Lessee agrees that he will, at his own expense, repair all damage or injury to the property of the Village of Sussex if such damage is caused by the Lessee, his agents or employees.

**VIII. ASSIGNMENT OF SUBLETTING**

- A. Lessee shall not, without written consent of the Lessor sublet the premises of any part thereof, nor assign, hypothecate or mortgage the agreement.

**IX. VILLAGE'S RIGHT OF ENTRY**

- A. Those persons representing the Lessor or their agent or independent contractor reserve their right, exercisable at any reasonable time during the term hereof, or extension thereof, to enter the premises for the purpose of making repairs which are the Village's responsibility or inspecting the premises.

**X. FIXTURES**

- A. Any fixtures installed by Lessee becomes the property of Lessor at the end of the lease term. This agreement shall be effective April 1, 2025 , through September 30, 2025. The agreement may be amended, at any time, by mutual agreement of both parties, and that agreement is in writing.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SBA Operations LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Samantha May, Owner

**Village of Sussex**

\_\_\_\_\_  
Anthony LeDonne, Village President

Attest: \_\_\_\_\_

Jennifer Moore, Village Clerk



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## MEMORANDUM

To: Parks & Recreation Board  
From: Halie Dobbeck, Parks and Recreation Director  
Re: Village Park Phase B – Construction Bids  
Date: March 3, 2025

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Bids for the 2025 Village Park Phase B (The Ridge and Village Park Maintenance Facility) were opened at 2:00 PM on Friday February 28, 2025. Contractors were able to bid on The Ridge Facility, the Park Maintenance Facility, or both projects combined. The Village received 9 bids for the Park Maintenance Facility, 8 bids for the Ridge Facility, and 9 bids for the combined project. The full bid tabulations can be found in your packet.

Bidder (Combined Bid)	Base Bid	Bidder (Combined Bid)	Base Bid
Nicholas & Associates, Inc.	\$7,814,400	Absolute Construction	\$8,820,000
Elite Construction	\$7,927,734	Campbell Construction	\$9,112,310
Selzer-Ornst	\$8,235,601	Burkhart Construction	\$9,318,000
Duffek Construction	\$8,469,626	J&H Construction	\$9,695,000
Corporate Contractors	\$8,672,000		

Nicholas & Associates, Inc. of Milwaukee, Wisconsin, was the lowest bidder with their combined base bid of \$7,814,400. With the inclusion of Alternate Number 2 (Kitchen Equipment), the bid amount is \$7,874,701. This is \$5.175 million for the Ridge and \$2.7 million for the Parks Garage, which are both below our estimates from last year. The Village saved over \$312,000 compared to the lowest combination of single project bidding, and Nicholas and Associates, Inc. combined bid is over \$800,000 lower than their individual project bids highlighting the benefits of bidding these projects together. The Village will use a variety of sources (Park Impact Fees, Cash Capital Funds, etc.) to fund both projects and the Village investment amounts which are paid back to the Village over time as implemented with the 2025 budget will be sufficient to complete the construction. There is no external borrowing for these projects.

The Village has reviewed the bids and qualifications of Nicholas and Associates. Based on previous work done for others, and a review of their Bidders Qualification Statement, staff finds that they are capable of performing the work described in the Contract Documents.

Construction is expected to start in May on the Maintenance Facility with the footers and foundations completed prior to Lions Daze, and then construction will begin in earnest on both projects starting July 21, 2025. The contractor will have until June 12, 2026 to complete both projects. Liquidated damages will be charged on each facility if the deadline is not met.

**Staff recommends** that the Village award, the Village Park Phase B as a combined bid for The Ridge facility and the Park Maintenance Facility to Nicholas & Associates, Inc. for \$7,874,601 and the standard 10% contingency (\$787,460.10) be included for a total allocation not to exceed \$8,662,061.10.









VILLAGE OF SUSSEX  
PARKS DEPARTMENT



Village of Sussex - Village Park - Bid Tabulation

Bid Opening 2/28/25, 2:00 PM

Parks Maintenance Facility

Bidder's Name	Nicholas & Associates	J.H. Hassinger, Inc.	Elite Build	Corp. Contractor Inc	Burkhart Construction	Absolute Construction	Selzer-Ornst Construction	Campbell Construction	Duffek Construction	
Bid Price	\$ 2,964,400.00	\$ 2,789,000.00	\$ 2,625,220.00	\$ 3,189,250.00	\$ 3,230,000.00	\$ 2,777,000.00	\$ 2,645,451.00	\$ 3,051,702.00	\$ 2,733,508.00	\$ -
Unit Price 1A M: Excavation Below Subgrade	\$ 26.00	\$ 25.00	\$ 29.40	\$ 29.00	\$ 19.00	\$ 28.00	\$ 50.00	\$ 17.00	\$ 30.00	\$ -
Unit Price 2B M: Dense Graded Base	\$ 41.00	\$ 25.00	\$ 26.25	\$ 21.25	\$ 37.00	\$ 25.00	\$ 50.00	\$ 26.00	\$ 40.00	\$ -
Unit Price 3A M: Breaker Run	\$ 42.00	\$ 27.00	\$ 31.50	\$ 63.00	\$ 37.00	\$ 30.00	\$ 50.00	\$ 26.00	\$ 40.00	\$ -
Unit Price 4A M: Rock Excavation	\$ 75.00	\$ 220.00	\$ 105.00	\$ 216.00	\$ 143.00	\$ 100.00	\$ 75.00	\$ 110.00	\$ 75.00	\$ -

The Ridge at Village Park

Bidder's Name	Nicholas & Associates	J.H. Hassinger, Inc.	Elite Build	Corp. Contractor Inc	Burkhart Construction	Absolute Construction	Selzer-Ornst Construction	Campbell Construction	Duffek Construction	
Bid Price	\$ 5,682,400.00	\$ 6,955,000.00	\$ 5,501,390.00	\$ 5,732,750.00	\$ 6,088,000.00	\$ 6,167,000.00	\$ 5,801,320.00	\$ -	\$ 5,821,670.00	\$ -
Unit Price 1A R: Excavation Below Subgrade	\$ 26.00	\$ 25.00	\$ 29.40	\$ 29.70	\$ 19.00	\$ 28.00	\$ 50.00	\$ -	\$ 30.00	\$ -
Unit Price 2B R: Dense Graded Base	\$ 41.00	\$ 25.00	\$ 26.25	\$ 33.90	\$ 37.00	\$ 25.00	\$ 50.00	\$ -	\$ 40.00	\$ -
Unit Price 3A R: Breaker Run	\$ 42.00	\$ 27.00	\$ 31.50	\$ 57.25	\$ 37.00	\$ 30.00	\$ 50.00	\$ -	\$ 40.00	\$ -
Unit Price 4A R: Rock Excavation	\$ 75.00	\$ 220.00	\$ 105.00	\$ 212.00	\$ 143.00	\$ 100.00	\$ 75.00	\$ -	\$ 200.00	\$ -
Alternate 1: Dry Sprinkler	\$ 52,552.00	\$ 57,000.00	\$ 47,850.00	\$ 72,042.00	\$ 50,000.00	\$ 47,000.00	\$ -	\$ -	\$ 48,750.00	\$ -
Alternate 2: Food Service Equ.	\$ 60,301.00	\$ 67,000.00	\$ 55,565.00	\$ 54,900.00	\$ 57,400.00	\$ 55,000.00	\$ -	\$ -	\$ 67,262.00	\$ -

Combined: Parks Maintenance Facility & The Ridge at Village Park

Bidder's Name	Nicholas & Associates	J.H. Hassinger, Inc.	Elite Build	Corp. Contractor Inc	Burkhart Construction	Absolute Construction	Selzer-Ornst Construction	Campbell Construction	Duffek Construction	
Bid Price	\$ 7,814,400.00	\$ 9,695,000.00	\$ 7,927,734.00	\$ 8,672,000.00	\$ 9,318,000.00	\$ 8,820,000.00	\$ 8,235,601.00	\$ 9,112,310.00	\$ 8,469,626.00	\$ -
Unit Price 1A M: Excavation Below Subgrade	\$ 26.00	\$ 25.00	\$ 29.40	\$ 29.00	\$ 19.00	\$ 28.00	\$ 50.00	\$ 17.00	\$ 30.00	\$ -
Unit Price 2B M: Dense Graded Base	\$ 41.00	\$ 25.00	\$ 26.25	\$ 21.25	\$ 37.00	\$ 25.00	\$ 50.00	\$ 26.00	\$ 40.00	\$ -
Unit Price 3A M: Breaker Run	\$ 42.00	\$ 27.00	\$ 31.50	\$ 63.00	\$ 37.00	\$ 30.00	\$ 50.00	\$ 26.00	\$ 40.00	\$ -
Unit Price 4A M: Rock Excavation	\$ 75.00	\$ 220.00	\$ 105.00	\$ 216.00	\$ 143.00	\$ 100.00	\$ 75.00	\$ 110.00	\$ 75.00	\$ -
Unit Price 1A R: Excavation Below Subgrade	\$ 26.00	\$ 25.00	\$ 29.40	\$ 29.70	\$ 19.00	\$ 28.00	\$ 50.00	\$ 17.00	\$ 30.00	\$ -
Unit Price 2B R: Dense Graded Base	\$ 41.00	\$ 25.00	\$ 26.25	\$ 33.90	\$ 37.00	\$ 25.00	\$ 50.00	\$ 26.00	\$ 40.00	\$ -
Unit Price 3A R: Breaker Run	\$ 42.00	\$ 27.00	\$ 31.50	\$ 57.25	\$ 37.00	\$ 30.00	\$ 50.00	\$ 26.00	\$ 40.00	\$ -
Unit Price 4A R: Rock Excavation	\$ 75.00	\$ 220.00	\$ 105.00	\$ 212.00	\$ 143.00	\$ 100.00	\$ 75.00	\$ 110.00	\$ 200.00	\$ -
Alternate 1: Dry Sprinkler	\$ 52,552.00	\$ 57,000.00	\$ 47,850.00	\$ 72,042.00	\$ 50,000.00	\$ 47,000.00	\$ -	\$ 47,280.00	\$ 48,750.00	\$ -
Alternate 2: Food Service Equ.	\$ 60,301.00	\$ 67,000.00	\$ 55,565.00	\$ 54,900.00	\$ 57,400.00	\$ 55,000.00	\$ -	\$ -	\$ 67,262.00	\$ -

Possible Bidders:
Selzer-Ornst Construction
Absolute Construction Enterprises, Inc.
J.H. Hassinger, Inc.
KPH Construction Corporation
Burkhart Construction Company
Corporate Contractors, Inc. CCI
Campbell Construction
Elite Builds, Inc
Bukacek Construction
Duffek Construction
Joe Schmitt & Sons Constructions
Others