

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, May 6, 2024 - 6:00 p.m.
Municipal Complex - Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956
Agenda

1. **Call to Order, Pledge of Allegiance and Roll Call**
2. **Awards/Presentations**
 - a) Governor's Proclamation of Municipal Clerks Appreciation Week May 5 – 11, 2024, Village President Youngquist
3. **Public Hearings**
4. **Minutes to Approve/ Minutes and Correspondence to Receive**
Minutes to Approve
Minutes and Correspondence to Receive
5. **Public Comments Addressed to the Village Board. Individuals properly signed in may speak directly to the Village Board on non-repetitive Village matters whether on, or not on the agenda. However, no announcements of candidacy for any elected position or "electioneering" will be permitted.** Commenters must be orderly, wait to be called, speak from the podium, and direct their comments to the Board. A maximum of **2-minutes** per person is allowed and you must return to the audience when signaled to do so. The total time allocated for public comments shall not exceed 30 minutes. Public comment is not permitted outside of this public comment period. *Note:* The Board's ability to act on or respond to public comments is limited by Chapter 19, WI Stats. **To address the Village Board, complete the Public Participation sign-up sheet.**
6. **Discussion Items**
7. **Unfinished Business**
8. **New Business- Resolutions/Ordinances/Policies**
 - a) 240506-1 Proclamation of National Police Week 2024
 - b) 240506-2 Amend Village of Fox Crossing Employee Handbook, Chapter 2-3 Organizational Chart, Chapter 9-2 Severe Weather, Chapter 9-6 Working Hours and Schedules, Chapter 10-3.4 Police Lieutenant Additional Compensation, Chapter 11-7.4 Holiday Pay Calculations, Chapter 11-12.3 Post-Employment Healthcare Reimbursement Account (HRA) Plan, and Adding Chapter 10-3.5 Sunday Snow Plow Operations
 - c) 240506-3 Approve Automatic Assistance Agreement for Structure Fires Between the City of Appleton and the Village of Fox Crossing
 - d) 240506-4 Change Order #1 – 2024 Road Resurfacing Program to Include the Butte Des Morts Beach Road & Circle Resurfacing Project, and the Cold Spring Road Trail Resurfacing Project
 - e) 240506-5 Reappointment of Police & Fire Commission Member – Thomas Gritton
 - f) 240506-6 Reappointment of Housing Board of Appeals Member – Jeff Donato
 - g) 240506-7 Appointment of Planning Commission Member – Michael Prince
 - h) 240506-8 Operator License Applicants
 - i) 240506-9 Expenditures
9. **Reports**
 - a) Public Works Director Joe Hoechst
 - Valley Road Utility Improvement Project Update
 - Jacobsen Road and Green Bay Road Closures Beginning May 6, 2024
 - b) Parks & Recreation Director Amanda Geiser – Installation of Kayak Launch Update
 - c) Village President Dale Youngquist – Board of Review will be held Wednesday, June 5, 2024 at 5:30 p.m. at the Municipal Complex in the Arden Tews Assembly Room, 2000 Municipal Drive, Neenah; Objectors shall provide Written or Oral Notice of Intent to Object to their Assessment to the Village Clerk at least 48 hours in Advance of Board of Review
 - d) Trustee Kris Koeppe – Results of Electronic Recycling Event held on April 27, 2024
10. **Closed Session**
11. **Adjourn**

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

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

RES #240506-1

PROCLAMATION OF NATIONAL POLICE WEEK 2024

WHEREAS, in 1962, President John F. Kennedy designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the Village of Fox Crossing Police Department play an essential role in safeguarding the rights and freedoms of the Village of Fox Crossing; and

WHEREAS, it is important for all citizens to understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and all members of our law enforcement agency to recognize their duty to serve the people by: safeguarding life and property, protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Village of Fox Crossing Police Department unceasingly provide a vital public service.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees calls upon all citizens of the Village of Fox Crossing to observe the week of May 12-18, 2024, as National Police Week. During this week, citizens are encouraged to join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

BE IT FURTHER RESOLVED, that the Village of Fox Crossing Board of Trustees call upon all citizens of the Village of Fox Crossing to observe Wednesday, May 15, 2024, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated this 6th day of May, 2024

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240506-2

AMEND VILLAGE OF FOX CROSSING EMPLOYEE HANDBOOK, CHAPTER 2-3 ORGANIZATIONAL CHART, CHAPTER 9-2 SEVERE WEATHER, CHAPTER 9-6 WORKING HOURS AND SCHEDULES, CHAPTER 10-3.4 POLICE LIEUTENANT ADDITIONAL COMPENSATION, CHAPTER 11-7.4 HOLIDAY PAY CALCULATIONS, CHAPTER 11-12.3 POST-EMPLOYMENT HEALTHCARE REIMBURSEMENT ACCOUNT (HRA) PLAN, AND ADDING CHAPTER 10-3.5 SUNDAY SNOW PLOW OPERATIONS

WHEREAS, on August 14, 2023, the Village Board approved Resolution #230814-1, which adopted the revised Village of Fox Crossing Employee Handbook; and

WHEREAS, the Employee Handbook needs to be amended from time to time to maintain appropriate policies and benefits regarding Village employees; and

WHEREAS, the Village Manager recommends amending the following Chapters of the Village of Fox Crossing Employee Handbook, as attached:

Chapter 2-3 Organizational Chart

Chapter 9-2 Severe Weather

Chapter 9-6 Working Hours and Schedules

Chapter 10-3.4 Police Lieutenant Additional Compensation

Chapter 11-7.4 Holiday Pay Calculations

Chapter 11-12.3 Post Employment Healthcare Reimbursement Account (HRA) Plan

Chapter 10-3.5 Sunday Snow Plow Operations (Adding to Employee Handbook)

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby approves the Village of Fox Crossing Employee Handbook amendments, as attached.

BE IT FURTHER RESOLVED, the amendments will go into effect on May 7, 2024.

Adopted this 6th day of May, 2024

Requested by: Jeffrey Sturgell, Village Manager

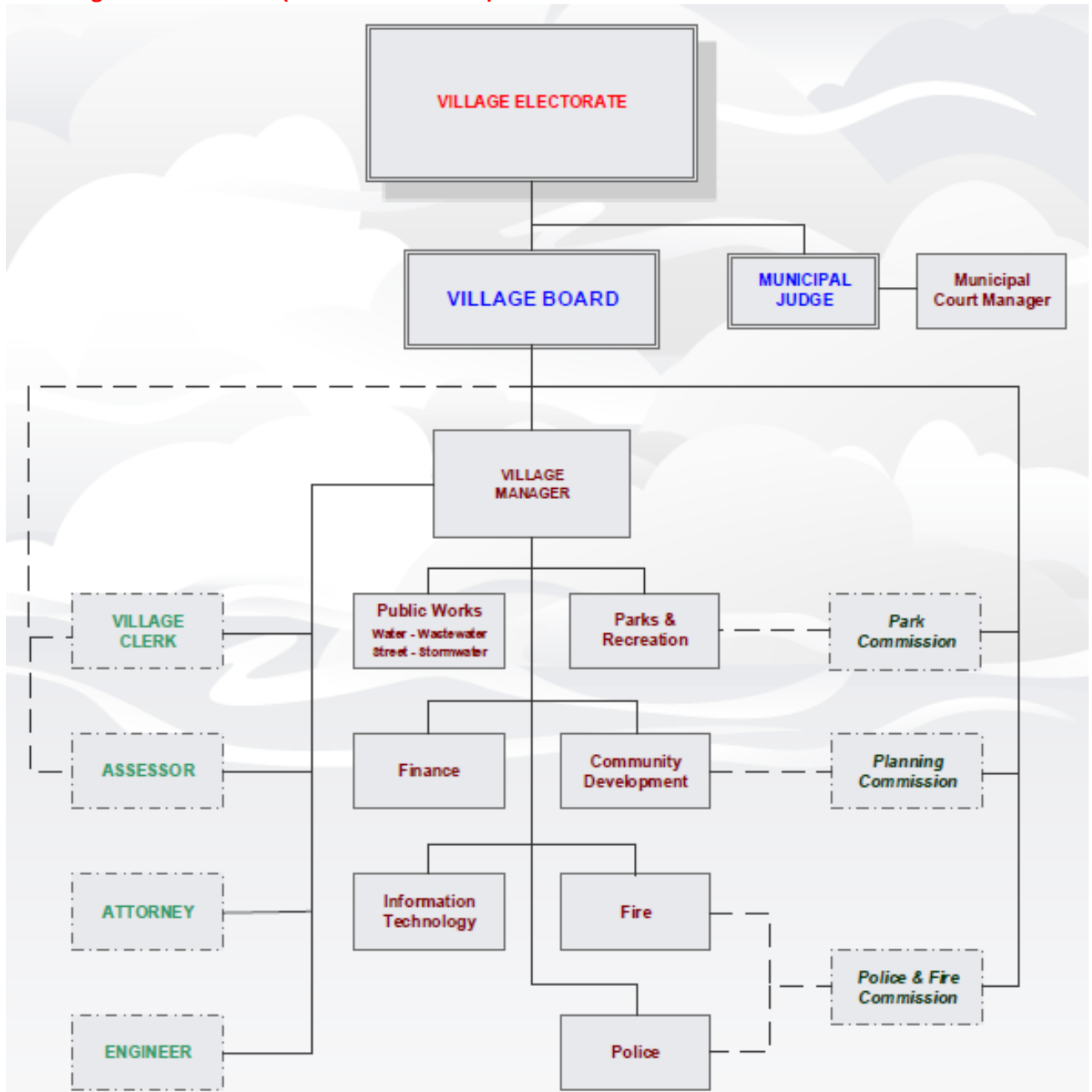
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

BACKUP RES #240506-2
Amendments indicated in red.

2-3. **Organizational Chart (Chart was modified)**



9-2. Severe Weather

The Village of Fox Crossing will remain open during normal business hours, even during severe weather conditions where hazardous travel conditions are present between an employee's home and their work site. Employees are expected to make a reasonable effort to report to work during inclement weather; however, severe weather conditions may prevent employees from getting to work or cause them to arrive late. If an employee is unable to report to work on time, the employee will contact the department before the start of their shift.

Should an employee determine travel to or from work during, or in expectation of, a severe weather event is unsafe, the employee will be excused from work without regular pay. The employee may use any earned benefit including vacation, personal holiday, and sick time to account for missed work time.

In the event of an extreme weather event, the Village Manager or Village President may close the Village offices, and declare only essential personnel report for work. The Village Manager determines which employees are essential and non-essential. Non-essential employees will be made whole based on that day's work schedule. Overtime will be evaluated on a daily basis during a week with extreme weather closures.

Pay Examples:

Example 1. Due to extreme weather, the Village Manager closes the Village offices at 1:00 p.m. A nonessential employee working a schedule of 8:00 a.m. to 4:30 p.m. would receive 3.5 hours of pay in addition to the 4.5 hours of pay for time worked, to ensure that the employee received 8 hours of pay for that day. A nonessential employee working a schedule of 7:00 a.m. to 3:30 p.m. would receive 2.5 hours of pay in addition to the 5.5 hours of pay for time worked, to ensure that the employee received 8 hours of pay for that day.

Example 2. Due to extreme weather, the Village Manager closes the Village Offices at 1:00 p.m. A Street employee working a schedule of 4:00 a.m. to 12:00 p.m. would receive no additional pay as the employee received 8 hours of pay for time worked.

Example 3. Due to extreme weather, the Village Manager closes the Village Offices for an entire day. A Utility employee was scheduled to work from 7:00 a.m. to 3:30 p.m. The Village Manager determines the Utility employee is essential during the times 7:00 a.m. to 10:30 a.m. At 10:30 a.m., the Village Manager determines the employee is non-essential and is sent home. The employee would receive 4.5 hours of pay in addition to the 3.5 hours of pay for time worked, to ensure that the employee received 8 hours of pay for the day. The 4.5 hours would be considered regular work hours when determining the overtime calculation for that week.

Example 4. Due to extreme weather, and for safety reasons, a non-essential employee working a schedule of 8:00 a.m. to 4:30 p.m. decides prior to 8:00 a.m. that the employee will stay home and not risk the travel to work. The employee contacts his/her supervisor and informs the supervisor that he/she will not be working that day. At 11:30 a.m., the Village Manager closes the Village Offices for the remainder of the day. The employee would use 3.5 hours of paid time off and receive 4.5 hours straight time, to ensure the employee received 8 hours of pay for that day.

9-6. Working Hours and Schedules

The Village Municipal Complex offices are open for business from 8:00 a.m. to 4:30 p.m., Monday through Friday except specified holidays. The Fox Crossing Utilities offices are open 7:30 a.m. to 4:00 p.m., Monday through Friday except specified holidays.

The Village Manager may enact a seasonal schedule, such as “Summer Hours”, to adjust the hours in which the Municipal Complex is open for business.

The standard work week is from Monday 12:00 a.m. until Sunday 11:59 p.m. and generally consists of forty (40) work hours.

Work schedules for employees vary throughout the organization. Scheduled hours of work are set by the Department Heads and the Village Manager. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week on either a short-term or long-term basis.

10-3. Overtime

10-3.4 Police Lieutenant Additional Compensation

Police Lieutenants that have been scheduled to fill a patrol shift that has been vacated by the absence of a Lieutenant will be compensated at a rate of one and one half (1.5) times their base pay for actual hours worked.

If a Police Lieutenant is scheduled to appear in court other than their regularly scheduled workday, they will be compensated for a minimum of three (3) hours at the rate of time and one-half. When a Police Lieutenant is subpoenaed to testify virtually, and chooses to do so from home, the Lieutenant will receive time and one-half the regular rate of pay for the time the Lieutenant was testifying, or, if less than one hour, will receive a minimum of one (1) hour.

If a Police Lieutenant is scheduled to appear in court other than their regularly scheduled workday and the subpoena is cancelled, the Lieutenant will receive one (1) hour straight time if the cancellation is less than 24 hours before the appearance date/time.

Police Lieutenants that have been scheduled to work assignments related to grant programs, including but not limited to, the Seatbelt Enforcement Grant or Operating While Intoxicated (OWI) Grant, will be provided a stipend approved by Resolution of the Village Board.

Police Lieutenants that have been scheduled to work a patrol officer shift shall be compensated at a stipend rate listed on the Village Additional Compensation Pay Schedule.

Police Lieutenants holiday pay calculations are outlined in Section 11-7.4.

Police Lieutenants working 12-hour shifts receive one (1) “O-Day” per month and 18 hours of Kelly time per calendar year. If a Police Lieutenant separates from employment with the Village or does not work the full year due to injury, illness or a leave of absence, Kelly time used but not accrued (based on earnings of 1/12 per month) will be deducted from the Lieutenant’s last payroll period or other leave bank.

10-3.5 Sunday Snow Plow Operations

Non-exempt employees conducting snow plow operations from 12:00 a.m. to 11:59 p.m. on Sundays will be compensated at the rate of two (2) times their regular straight time hourly wage for all time worked.

11-7. Holidays

11-7.4 Holiday Pay Calculations

Holiday pay shall be in addition to any pay for time worked on the Village's observed holidays listed above. When holidays fall or are observed on a regular work day, regular full-time employees shall receive eight (8) hours pay at their regular straight time rate for all full-day holidays. Regular part-time employees shall receive holiday pay on a pro rata basis of full-time employee benefits as outlined in *Section 11-1 Benefits Overview*.

Employees who are temporarily working full-time due to staff shortages, will receive full-time paid holiday benefits during the week of the holiday, excluding floating holidays.

Eligible employees who are required to work, or called in to work, on one of the observed holidays listed above, will be paid at the rate of one and one-half (1.5) times their regular straight time hourly wage.

Eligible employees who are required to work, or called in to work, on one of the actual holidays listed above, will be paid at the rate of two (2) times their regular straight time hourly wage.

Examples:

- A full-time office staff employee who works Monday through Friday is required to work on Friday, December 30th, which is the observed day for the New Year's Eve holiday, will be paid at the rate of one and one-half (1.5) times their regular straight time hourly wage.
- The same employee as above, but the employee is required to work on Friday, December 24th, Christmas Eve, will be paid at the rate of two (2) times their regular straight time hourly wage.
- A full-time snow plow driver is called in on Sunday, December 25. The employee will be paid at the rate of two (2) times their regular straight time hourly wage.
- A full-time snow plow driver is called in on Monday, December 26th, which is the observed Christmas holiday for Monday-Friday scheduled employees, will be paid at the rate of one and one-half (1.5) times their regular straight time hourly wage.

Police Patrol Lieutenants may receive time and one half for all regularly scheduled hours worked on an actual holiday, plus 8 hours of holiday pay. Patrol Lieutenants working overtime on an actual holiday will receive double time for overtime hours worked. ~~When a Lieutenant working the holiday does not take the 8 hours of holiday pay, they will receive time and one half with an optional day-off. For Police Lieutenants only, holiday payouts are authorized and must be approved by the Police~~

~~Chief by December 1.~~ When the holiday occurs on a regular scheduled off day, the Lieutenant will receive eight (8) hours of straight time with no optional day off. ~~This provision is waived if the employee is on authorized vacation leave or as otherwise approved by the Department Head.~~

11-12. Sick Leave

11-12.3 Post-Employment Healthcare Reimbursement Account (HRA) Plan

At retirement, the Village will deposit the cash value of the employee's accumulated, sick leave bank (paid at the employee's regular straight time rate, **and not to exceed a maximum payout of \$75,000**), into the Village of Fox Crossing Post-Employment Healthcare Reimbursement Account (HRA) Plan. A Post-Employment HRA plan is an investment account held in trust that is coupled with a "Health Reimbursement Arrangement" (HRA). An HRA provides tax-free reimbursement of eligible out-of-pocket expenses of the retired employee and qualified dependents during retirement. The retiree and eligible dependents are eligible to be reimbursed for all medical expenses as defined by IRC Section 213(d) expenses and certain insurance premiums.

If the employee's account continues to have a balance, upon the death of the employee who does not have a spouse or eligible dependents, the remaining accumulation reverts to the Village of Fox Crossing. For sick leave benefit policy purposes, an employee is considered retired, if the employee leaves the Village of Fox Crossing employment and is eligible for Wisconsin Retirement System (WRS) benefits.

RES #240506-3

**APPROVE AUTOMATIC ASSISTANCE AGREEMENT FOR STRUCTURE FIRES
BETWEEN THE CITY OF APPLETON AND THE VILLAGE OF FOX CROSSING**

WHEREAS, the Village of Fox Crossing Fire Department has a mutual-aid agreement with the City of Appleton Fire Department; and

WHEREAS, the Fire Chiefs of both Fire Departments would like to further enhance interagency cooperation and emergency response capabilities; and

WHEREAS, there are types of fire incident responses that can be improved by providing automatically dispatched resources from both communities to those incidents; and

WHEREAS, this can improve the emergency response capabilities for both of our communities.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees does hereby approve the Automatic Assistance Agreement for Structure Fires between the City of Appleton and the Village of Fox Crossing, as attached.

Adopted this 6th day of May, 2024

Requested by: Todd Sweeney, Fire Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

**AGREEMENT FOR AUTOMATIC ASSISTANCE
FOR STRUCTURE FIRES
VILLAGE OF FOX CROSSING AND CITY OF APPLETON**

THIS AGREEMENT entered into on the date specified below, by and between the Village of Fox Crossing (“Fox Crossing”) and the City of Appleton (“Appleton”), each of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party’s automatic assistance to the other upon the occurrence of a structure fire in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of firefighting equipment and personnel of the parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Fox Crossing Fire Department and the Chief of the Appleton Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised, modified, or amended in writing at any time by a signed mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party’s forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for

the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, remain owned by the respective fire department; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that if the parties have heretofore entered into any similar agreement for automatic aid, the conditions and obligations of this Agreement shall take precedence over any conditions and obligations in any other agreements related to mutual assistance between the parties.
10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition

and/or hazardous situations occurred.

11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Neither party hereto waives or releases any of the liability immunities, limitations, or damages limitations available under Section 893.80 Wisconsin Statutes despite any provisions herein, if any, to the contrary.
13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Village of Fox Crossing and the City of Appleton, each respective governmental entity acting by and through its duly authorized official in the manner required by each entity or otherwise as required by law.

Village of Fox Crossing

By: _____
Dale Youngquist, Village President
Date: _____

Fox Crossing Fire Department

Todd Sweeney, Fire Chief
Date: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of Appleton

By: _____
Jacob A. Woodford, Mayor

Date: _____

Approved as to form:

Christopher R. Behrens, City Attorney
Date: _____

CityLaw: A22-0078.dg

By: _____
Kami Lynch, City Clerk

Date: _____

Appleton Fire Department

Jeremy Hansen, Fire Chief
Date: _____

RES #240506-4

CHANGE ORDER #1 – 2024 ROAD RESURFACING PROGRAM TO INCLUDE THE BUTTE DES MORTS BEACH ROAD & CIRCLE RESURFACING PROJECT, AND THE COLD SPRING ROAD TRAIL RESURFACING PROJECT

WHEREAS, on March 11, 2024, MCC, Inc. was awarded the 2024 Road Resurfacing Program to Include the Butte Des Morts Beach Road & Circle Resurfacing Project, and the Cold Spring Road Trail Resurfacing Project contract in the amount of \$1,268,570.15; and

WHEREAS, Change Order #1 reflects a net increase of \$92,487.00, due to the following:

Add Resurfacing CTH CB Trail (E. Shady Ln to Secura Roundabout)	\$ 92,487.00
Total:	\$ 92,487.00

WHEREAS, the increase of \$92,487.00 from Change Order #1 items, results in a new total contract price of \$1,361,057.15; and

WHEREAS, it is the recommendation of Engineer Lee Reibold and Parks & Recreation Director Amanda Geiser to approve Change Order #1 to MCC, Inc., for a total increase in the amount of \$92,487.00, resulting in a new contract amount of \$1,361,057.15.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #1 for the 2024 Road Resurfacing Program to Include the Butte Des Morts Beach Road & Circle Resurfacing Project, and the Cold Spring Road Trail Resurfacing Project contract, for a total increase in the amount of \$92,487.00 to **MCC, Inc., 2600 N. Roemer Road, Appleton, Wisconsin**, for an adjusted contract amount of \$1,361,057.15.

Adopted this 6th day of May, 2024

Requested by: Amanda Geiser, Director of Parks & Recreation

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



April 26, 2024

Village of Fox Crossing
Attn: Joe Hoechst, PE, DPW
200 Municipal Drive
Neenah, WI 54956

Re: Village of Fox Crossing
2024 Asphalt Street Resurfacing Program
Change Order #1
McM. No. F0057-09-24-00136-C

Enclosed herewith is Change Order #1 for the above referenced project. This change is an **increase** in the Contract in the amount of \$92,487.00. The current Contract Price is \$1,361,057.15.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

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

Respectfully,

McMahon Associates, Inc.

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

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

LRR:mck

Enclosure: Change Order #1

McMAHON

ENGINEERS ARCHITECTS

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

CHANGE ORDER

McMAHON ASSOCIATES, INC.

TELEPHONE: 920.751.4200
FAX: 920.751.4284

MCC, INC.
2600 N. Roemer Road
P.O. BOX 1137
Appleton, Wisconsin 54912-1137

Contract No. F0057-09-24-00136
Project File No. F0057-09-24-00136-C
Change Order No. One (1)
Issue Date: April 25, 2024
Project: 2024 Asphalt Street Resurfacing Program

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

(Item Description)	(Price)
1.1 ADD Remove Existing Asphalt Pavement, 2,850 SY @ \$1.45/SY	+\$4,132.50
1.2 ADD Fine Grading and Compaction of Aggregate Base, 3,450 SY @ \$4.45/SY	+\$15,352.50
1.3 ADD 3-inch HMA Pavement, 4LT 58-28S, 515 Tons @ \$89.20/Ton	+\$45,938.00
1.4 ADD 6-inch Concrete Sidewalk, 130 SF @ \$13.80/SF	+\$1,794.00
1.5 ADD Detectable Warning Field, Yellow, 30 SF @ \$54.00/SF	+\$1,620.00
1.6 ADD Turf Restoration, 2,750 SY @ \$8.60/SY	+\$23,650.00
TOTAL	\$92,487.00

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,268,570.15	- days
Adjustments Per This Change Order	+\$92,487.00	0 days
Current Contract Status	\$1,361,057.15	- days

Recommended:


McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

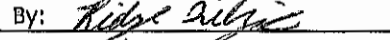
Accepted:

MCC, INC.
Appleton, Wisconsin

Authorized:

VILLAGE OF FOX CROSSING
Winnebago County, Wisconsin

By: 
Date: April 25, 2024

By: 
Date: 4/26/2024

By: _____
Date: _____

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

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

RES #240506-5

REAPPOINTMENT OF POLICE & FIRE COMMISSION MEMBER – THOMAS GRITTON

WHEREAS, Police & Fire Commissioner Thomas Gritton's current term expires on May 31, 2024; and

WHEREAS, it is the recommendation of the Village President to reappoint Thomas Gritton to the Police & Fire Commission; and

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

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the reappointment of Thomas Gritton to the Police & Fire Commission for the five (5) year term commencing June 1, 2024 and expiring May 31, 2029.

Adopted this 6th day of May, 2024

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240506-6

REAPPOINTMENT OF HOUSING APPEALS BOARD MEMBER – JEFF DONATO

WHEREAS, the term of Housing Appeals Board member Jeff Donato expires on June 30, 2024;
and

WHEREAS, Village President Dale Youngquist is recommending the reappointment of Jeff Donato for a three (3) year term commencing July 1, 2024 and expiring June 30, 2027; and

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

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to approve the reappointment of Jeff Donato to the Housing Appeals Board for a three (3) year term, commencing on July 1, 2024 and expiring on June 30, 2027.

Adopted this 6th day of May, 2024

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240506-7

APPOINTMENT OF PLANNING COMMISSION MEMBER – MICHAEL PRINCE

WHEREAS, the term of Planning Commission Member Aaron Sabel expired on April 30, 2024;
and

WHEREAS, Commissioner Sabel retired from the Commission after eighteen (18) years of
service on the Commission; and

WHEREAS, Dale Youngquist, Village President of the Fox Crossing Board of Trustees,
nominates Michael Prince to be appointed to the Planning Commission for a three (3) year term
beginning May 1, 2024 and ending April 30, 2027.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, that
Michael Prince be appointed to a three (3) year term as a Planning Commission Member on the
Village of Fox Crossing Planning Commission commencing May 1, 2024 and ending April 30,
2027.

Adopted this 6th day of May, 2024

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



Application for Appointment to Committee or Commission

Name of Applicant: Michael Alfred Prince
FIRST MIDDLE LAST

Address: 2647 E Shady Lane Neenah 54956
STREET CITY/STATE ZIP CODE

Phone Number: 920-216-1430 home/cell/work (circle one)

E-mail Address: michaelprince1977@live.com

What appointment are you seeking? *You may check more than one box below.*

- Park Commission
- Planning Commission
- Police & Fire Commission
- Other: _____
- Sustainability Committee
- Zoning Board of Appeals
- Housing Appeals Board

Do you currently serve on any other Boards, Commissions, Committees, or hold an elected office?

- Yes
- No

If Yes, please list & describe regular meeting obligations: _____

Please provide below or attach separately a brief statement outlining your interests and qualifications for the desired appointment:

- * Over 10 years experience in corporate leadership. Experience leading teams, managing large budgets, and providing leadership and oversight for multi-million dollar technology projects.
- * Two masters degrees including an MBA
- * Familiarity with the concepts of the zoning code of ordinance, as well as the fundamental concepts raised at the commission.
- * Respect for the history of the village and to desire to be thoughtful and pragmatic when making decisions about its future.
- * Vested interest in the area with one younger child in school that I hope chooses the village for residency in the future.
- * Resident of the village since 2018
- * Current member / appointee of the Zoning Board of Appeals
- * Have reviewed most if not all the agenda documents of the planning commission since becoming a resident.

Michael Prince
Signature of Applicant

4/17/2024
Today's Date

RES #240506-8

OPERATOR LICENSE APPLICANTS

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

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

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

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

Michele Eagle – Approved

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees recommends the above applicants recommended for approval be approved, pending payment, successful background checks, and completion of a state-approved alcohol awareness training program, for the licensing period beginning July 1, 2022 - June 30, 2024.

Adopted this 6th day of May, 2024

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240506-9

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,223,226.49

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

Pending:		
General Fund	\$	62,194.41
Special Revenue Fund	\$	3,639.24
Debt Fund	\$	-
Capital Projects Fund	\$	10,339.39
Water Fund	\$	139,519.25
Sewer Fund	\$	18,250.61
Stormwater Fund	\$	57,566.77
Trust & Agency Fund	\$	-
Special Processed Payments	\$	931,716.82
Total:	\$	<u>1,223,226.49</u>

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

Adopted this 6th day of May, 2024.

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

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: April 30, 2024
 For Village Board Meeting of: May 6, 2024

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$62,194.41
Special Revenue Funds	\$3,639.24
Debt Fund	\$0.00
Capital Projects Fund	\$10,339.39
Water Fund	\$139,519.25
Sewer Fund	\$18,250.61
Stormwater Fund	\$57,566.77
Trust & Agency Fund	\$0.00
Total Bills for	May 6, 2024
	<u><u>\$291,509.67</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE	DEPT. /PURPOSE	AMOUNT
	Village Specials	4/17-4/30/2024	**See Attached Listing**
	Employee Benefits Corp	4/18-4/30/2024	\$184,239.71
ACH	Paymentus	4/18/2024	Flex Spending Claims \$2,034.15
ACH	Vermont Systems	4/18/2024	March CC Fees \$2,752.63
ACH	WDC	4/26/2024	March CC Fees \$265.68
ACH	WI DOT	4/29/2024	Deferred Comp \$6,721.47
ACH	North Shore Bank	4/26/2024	Suspension Fees \$15.00
ACH	DTCC	5/1/2024	Deferred Comp \$1,495.00
50177-50180	Payroll	4/25/2024	Interest Payments \$478,938.55
ACH	Payroll	4/25/2024	Payroll \$533.64
ACH	Payroll	4/25/2024	Payroll \$183,416.37
ACH	Payroll	4/25/2024	Taxes \$71,304.62
Total Special Processed Payments			<u><u>\$931,716.82</u></u>
GRAND TOTAL			<u><u>\$1,223,226.49</u></u>