Village of Fox Crossing Board of Trustees Regular Meeting Monday, August 14, 2023 - 6:00 p.m. Municipal Complex - Arden Tews Assembly Room 2000 Municipal Drive, Neenah WI 54956 Agenda

- Call to Order, Pledge of Allegiance and Roll Call
- 2. Awards/Presentations
- 3. Public Hearings
- 4. Minutes to Approve/ Minutes and Correspondence to Receive Minutes to Approve
 - a) Special Village Board Meeting July 24, 2023
 - b) Regular Village Board Meeting July 24, 2023

Minutes and Correspondence to Receive

- c) Park Commission Meeting Minutes July 12, 2023 & July 26, 2023
- d) Water Main Breaks Report June 2023 & July 2023
- e) Water Pumpage Report June 2023 & July 2023
- 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 <u>2-minutes</u> 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. <u>Note</u>: The Board's ability to act on or respond to public comments is limited by Chapter 19, WI Stats. <u>To address the Village Board, complete the Public Participation signup sheet.</u>
- 6. Discussion Items
- 7. Unfinished Business
- 8. New Business- Resolutions/Ordinances/Policies

a)	230814-1	Adopt Revised Village of Fox Crossing Employee Handbook
b)	230814-2	Approve Assessment Services Agreement Between the Village of Fox Crossing and Accurate Appraisal, LLC
c)	230814-3	Change Order #1 – 2023 Road Resurfacing Program to Include the Resurfacing of East Shady Lane West
		of Irish Road, the Fire Station #40 Parking Lot Project, the Fritse Park Parking Lot Addition, the Friendship
		Trail Paving Project, and the Gavin Road Curb Ramp Installation

- d) 230814-4 Change Order #1 & Final Midway Road Sanitary Sewer Lateral Lining Project
- e) 230814-5 Appointment of Zoning Board of Appeals Member Bill Breider
- f) 230814-6 Approve State/Municipal Maintenance Agreement for the Church Pond Storm Sewer Outfall System
- g) 230814-7 Operator License Applicants
- h) 230814-8 Expenditures
- 9. Reports
 - a) Director of Parks & Recreation Amanda Geiser Results of Filthy Fun Kids Run Event held on July 15, 2023
- 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.

VILLAGE OF FOX CROSSING BOARD OF TRUSTEES REGULAR MEETING Municipal Complex – Arden Tews Assembly Room Monday, July 24, 2023

Minutes

1. Call to Order

Meeting called to order by Clerk Fink at 5:00 p.m. **MOTION**: Trustee Koeppe, seconded by Trustee Patzwald to appoint Trustee Ziegler to Chair this Special Meeting. Motion carried.

Village Clerk Darla Fink took roll call and noted those present: Trustees Kris Koeppe, Gregory Ziegler, Jason Patzwald, and Barbara Hanson. Excused: President Dale Youngquist, Trustee Michael Van Dyke, and Trustee Dale McNamee.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Police Captain Tim Callan, Street Superintendent Randy Gallow, Utility Superintendent David Tracey, Director of Parks & Recreation Amanda Geiser, Director of Information Technology Tim Plagenz, and Director of Human Resources Kim Burdick. There were zero attendees.

2. Open Session

Discuss revisions and updates to the Village of Fox Crossing Employee Handbook.

Manager Sturgell introduced how the Employee Handbook got to this point and thanked Director Burdick, the Personnel Committee, and Department Heads for their work on this. He stated he would like to go through each section with the Board to highlight the major changes.

Section 1 provides an introduction with standard information on the Handbook including:

- Fox Crossing is an at-will employer
- Fox Crossing will abide by conditions of collective bargaining agreements
- The Village Manager is responsible for the administration and interpretation of this Handbook, and
- Department Heads may sent rules for their respective departments as long as those rules are not inconsistent with terms of this Handbook.

Section 2 describes the organizational chart and leadership structure, with the Village Board being the ultimate decision maker for policy decisions. This section of the Handbook establishes the Personnel Committee and states this Committee represents the Board for collective bargaining purposes. It details the Village's vision, mission statement, and values as well.

Section 3 freshens and updates the language in the current Handbook regarding conflicts of interest and business ethics. Policies include:

- Acceptance of gifts
- Outside employment

- Hiring relatives
- Employee relationships
- Political activity in the workplace, and
- Solicitation and distribution of materials in the workplace.

Section 4 provides language regarding the Village being an equal opportunity employer. Manager Sturgell stated this section originally included affirmative action language, however due to a recent Supreme Court ruling, this section was removed with advice from Attorney Macy. Language regarding the hiring process and offers of employment was updated. There is a new addition to the Handbook for an Employee Referral Award Program. This program would award a referring employee two payments over the course of one year should the candidate successfully complete one year with the Village. There are some positions that may be deemed "difficult to fill" after a length of time with no successful candidates. These instances would allow the Village Manager to increase the referral bonus amount.

This section also changes the length of the trial and training period to be consistent throughout the Village at six (6) months. A Department Head can choose to extend this period for another six (6) months, if necessary.

Section 5 goes through human resource administration including:

- Policies on employee development, training, performance evaluations, continuing education, employee records, employment status, position descriptions, and references
- Clarification on employment status for different types of employees (regular full-time, regular part-time, part-time firefighter, paid-on-call firefighter, temporary employees, seasonal employees, and interns), and
- Acknowledgment of the Village pay plan setting forth the method in which wage increases are
 provided to employees, and formal acknowledgement of the additional compensation pay plan
 which the Board updates on a frequent basis.

One change in this section will now give the Village Manager authority to approve out-of-state training if the training is occurring in one of Wisconsin's bordering states. If the training is to be held anywhere outside of the bordering states, the training will still be approved by the Board.

Section 6 includes policies on attendance and punctuality, dress code and appearance, prescription drugs, drugs and alcohol in the workplace, tobacco and vaping use, workplace conduct, and workplace violence. Manager Sturgell advised there was a lot of discussion that went into the updated dress code. In the office setting, business casual is still the overall dress code, however this has been updated to authorize employees to wear well-tailored jeans when accompanied by a Fox Crossing logo top or another professional top, blazer, cardigan, etc. The drug and alcohol section has been updated and clarifies procedures for when and how employees may be tested for drugs and/or alcohol. Manager Sturgell clarified that random drug/alcohol testing is done for all drivers in the Wisconsin CDL pool and that process was explained to the Board. Additionally, vaping was included in the tobacco free workplace section as well.

Section 7 includes the Village's Information Technology policy which is one of the most updated sections, as the former Handbook's Information Technology policy was only one page long. The

new policy includes hardware standards, software standards, personally-owned hardware and software, local area networks, internet and online services, social media, e-mail, Outlook Web Access, remote access, user accounts and passwords, incident reporting, cell phones and wireless devices, operating rules, prohibited use of technologies, and ownership of resources. Manager Sturgell directed any questions of this policy to Director Tim Plagenz.

Section 8 provides updated language for responding to records requests, use of Village facilities and equipment, operation of Village-owned vehicles, and record retention. A new policy has been created to cover remote work and telecommuting, which would be approved by the Village Manager. Policies regarding location, duties, equipment and accidents/injuries occurring during remote work have been added as well.

Section 9 covers hours of work topics including:

- Meal breaks, rest breaks, and arrangements for nursing mothers
- Policy for severe weather which provides expectations for how employees are to handle traveling to and from work during severe weather and how pay is handled if the Village manager closes Village offices due to weather, and
- Village timekeeping policy and travel time policy. The major change to this section is that non-exempt employees will now be compensated for time spent traveling on Village businesses. Currently, only the driver is compensated for travel time.

Manager Sturgell mentioned that he has been having a lot of discussion with Department Heads on considering summer hours in the future. This has become a trend, and almost all communities around us are working summer hours such as longer hours Monday-Thursday, with a shorter day on Fridays. He will likely be coming to the Board around Budget time to discuss this further.

At 5:48 p.m., **MOTION:** Trustee Koeppe, seconded by Trustee Patzwald to recess the Special Meeting to reconvene following the regular Village Board meeting. Motion carried.

At 6:27 p.m., Trustee Ziegler reconvened the Special Board Meeting.

Section 10 details policies covering business expense reimbursement (to include travel, lodging, and meal reimbursement), direct deposit, overtime, payroll deductions, payday, payroll verification, and safe harbor policy for exempt employees. Manager Sturgell stated the two main changes are to the meal reimbursement section which now includes flat per diem rates for meals, with no receipts being required for reimbursement. There is further clarification on holiday overtime pay and Police Lieutenant additional compensation.

Section 11 updates language relating to the Village's benefit package including:

• Disability insurance, Employee Assistance Program, Flexible Spending Accounts, funeral leave, health insurance plans, holidays, jury duty, life and accident insurance, longevity program, retirement savings program, sick leave, and vacation

- A change regarding employees that were formally covered by the AFSCME or Teamsters Unions, who will now get their dental premium paid exactly like non-represented employees (a change from 15% of premium to 10% of premium paid by the employee). With this change, all non-represented employees will receive the same dental benefit.
- A similar change to the sick leave accrual maximum, so all non-represented employees can accrue the same amount of sick leave
- The longevity program has been enhanced to provide a larger longevity payout for certain work anniversaries, and
- The Vacation policy that was updated last year.

Manager Sturgell stated President Youngquist prefers an effective date for this Handbook to go into effect of January 1, 2024, even though they are proposed to adopt the Handbook at the regular August 14th Village Board Meeting. The Board could change this, but that is what President Youngquist advised was his preference.

Section 12 updates the language for various leaves of absence to address recent changes in federal/state law including:

- Family and Medical Leave (FMLA), Wisconsin Emergency Response Leave, Organ and Bone Marrow Donor Leave, personal unpaid leave and voting leave, and
- Military Leave is clarified to state employees hired after January 1, 2023 will be given unpaid leave for purposes of annual field training.

Section 13 enhances language for safety and health policies for the Village including training on communicable diseases and infectious disease control. Manager Sturgell advised that we have been participating in a safety program for the last few years to receive annual training that is also included as a requirement in this section. This section updates language and forms for workplace safety and incident reporting and the Workers Compensation benefits have been updated due to federal and state law changes.

Section 14 updates the language for disciplinary action including:

- Grievance procedure, layoffs, reduction-in-force and recall policies, employee separation, and exit interviews which were drafted by Attorney Macy, and
- The retirement gift from the Village has been increased to \$75 towards a plaque or other gift presented to the employee upon retirement.

Section 15 provides a closing statement for the Handbook and a location to log all future amendments.

Section 16 lists the various forms and documents to supplement the Handbook such as the Absence Request Form, Harassment Complaint Form, Request for Training Form, Safety Incident/Near Miss Investigation Report, Volunteer Agreement Form, etc.

Manager Sturgell confirmed with the Board that August 14th is an appropriate date to bring this back to be approved by the Board at the Regular Meeting, for an effective date of January 1, 2024.

3. Closed Session

Pursuant to WI Statute §19.85(1)(e), the Village of Fox Crossing Board of Trustees will convene into Closed Session, specifically to deliberate negotiation terms regarding the successor agreement to the Wisconsin Professional Police Association collective bargaining agreement.

At 6:58 p.m., **MOTION:** Trustee Hanson, seconded by Trustee Patzwald to convene into Closed Session. Motion carried.

The Board and Staff including: Village Manager Sturgell, Director of Finance Jeremy Searl, Chief of Police Scott Blashka, and Police Captain Tim Callan, met and deliberated negotiation terms regarding the successor contract between the Wisconsin Professional Police Association and the Village of Fox Crossing.

Pursuant to WI Statute §19.85(2), the Village Board will reconvene into Open Session.

At 7:36 p.m., **MOTION:** Trustee Hanson, seconded by Trustee Patzwald to reconvene into Open Session. Motion carried.

4. Open Session

a) 230724-1:CL Approve 2024-2027 Collective Bargaining Agreement Between the Village of Fox Crossing and the Fox Crossing Wisconsin Professional Police Association (WPPA/LEER)
 MOTION: Trustee Koeppe, seconded by Trustee Patzwald to approve as submitted. On roll call vote, Motion carried 4-0.

5. Adjourn

At 7:37 p.m., **MOTION:** Trustee Koeppe, seconded by Trustee Hanson to adjourn. Motion carried.

Respectfully submitted,

Darla M. Fink, Village Clerk

Note: These minutes are not considered official until acted upon at an upcoming meeting; therefore, are subject to revision.

VILLAGE OF FOX CROSSING BOARD OF TRUSTEES REGULAR MEETING Municipal Complex – Arden Tews Assembly Room Monday, July 24, 2023

Minutes

1. Call to Order, Pledge of Allegiance, and Roll Call

Meeting called to order by Clerk Fink at 6:00 p.m. **MOTION:** Trustee Koeppe, seconded by Trustee Patzwald to appoint Trustee Ziegler to preside over the meeting in President Youngquist's absence. Motion carried.

The Pledge of Allegiance was recited.

Village Clerk Darla Fink took roll call and noted those present: Trustees Michael Van Dyke (via teleconference), Kris Koeppe, Gregory Ziegler, Jason Patzwald, and Barbara Hanson. Excused: President Dale Youngquist and Trustee Dale McNamee.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Police Captain Tim Callan, Street Superintendent Randy Gallow, Utility Superintendent David Tracey, Director of Parks & Recreation Amanda Geiser, Director of Information Technology Tim Plagenz, Director of Human Resources Kim Burdick, Attorney Andrew Rossmeissl, and Engineer Lee Reibold. Excused: Engineer Bradley Werner. There were ten attendees.

2. Awards / Presentations

3. Public Hearings

4. <u>Minutes to Approve / Minutes and Correspondence to Receive</u>

Minutes to Approve

a) Regular Village Board Meeting – July 10, 2023

Minutes and Correspondence to Receive

- b) Board of Review Meeting Minutes June 5, 2023
- c) Park Commission Meeting Minutes June 14, 2023
- d) Planning Commission Meeting Minutes June 21, 2023

MOTION: Trustee Koeppe, seconded by Trustee Hanson to approve the minutes and accept other departmental minutes and correspondence into record. Motion carried.

5. Public Comments Addressed to the Village Board

Mark Caswell – Bucklin's – 936 Appleton Road, Menasha

Mr. Caswell stated he wanted to speak to the Board regarding recent complaints against his business and would like to draw their attention to the positive improvements he has made since taking over this property. He stated he has installed berms all around the property, which was very costly. He also eliminated an entire shift of workers at night, meaning the other shifts are running more overtime hours which is costing him money. He explained that he feels every time he does something to correct the complaints, they come back with something different. His recent frustration stems from a citation he was issued regarding sand blowing onto neighboring properties. He stated he has multiple pictures of his property lines and how they are being violated by his neighbors, but he does not want to go in this direction. He stated he knows the Village has Ordinances against this and asked the Board what they are going to do to rectify

this situation which includes vehicles, sheds, and firepits being moved to or constructed on his property. He stated he wants to stay peaceful with the Board and his neighbors, but ultimately he has a business to run. He reminded the Board he is not the only business that runs out of this location, the other being the City of Menasha who cause just as much dust, if not more than Bucklin's. Trustee Hanson asked about the hours of operation for the business. Mr. Caswell stated he has workers on site from 7:00 a.m. until 7:00 p.m., but he does have one truck that gets loaded at approximately midnight every night. He also mentioned that he has disabled the backup alarm on this loader as to not be a nuisance to the neighbors. Finally, he noted that within an hour of Chief Blashka speaking with him about the dust issue, he ceased grinding and has not ground since, yet still received this citation from the Village.

6. <u>Discussion Items</u>

7. Unfinished Business

8. New Business-Resolutions/Ordinances/Policies

- a) 230724-1:ORD Amend Fox Crossing Municipal Code Chapter §435.7-17, Table 7-6, Dimensional Standards by Zoning District R-2 First Reading, Second Reading, & Adoption MOTION: Trustee Hanson, seconded by Trustee Patzwald to accept the First Reading, Second Reading, and Adoption as submitted. Director Dearborn stated the basic concept of this change is to accommodate building plans for homes larger than 3,000 finished square feet that are requesting larger garages which is currently not allowed. This change would allow these exceptions. Motion carried.
- b) <u>230724-1</u> Approve Intergovernmental Equipment Sharing Agreement Between Area Fire <u>Departments</u>

MOTION: Trustee Koeppe, seconded by Trustee Patzwald to approve as submitted. Motion carried.

c) <u>230724-2</u> <u>Authorization to Order Street Department Replacement Tandem Axle Truck</u> Chassis for Delivery in 2024 and 2025

MOTION: Trustee Koeppe, seconded by Trustee Patzwald to approve as submitted. Director Gallow stated we used this process the last few years since COVID to be able to order vehicles in advance to be able to receive them when needed. He stated normally he can move vehicles back on the replacement schedule but this is not working with this vehicle due to the software in this vehicle becoming obsolete. He stated they are looking to get vehicle in the fall of next year, and another in early 2025, and by placing these orders now, it will hold the prices where they are right now. Motion carried.

d) <u>230724-3 Operator License Applicants</u>

MOTION: Trustee Patzwald, seconded by Trustee Hanson to approve as submitted. Motion carried.

e) <u>230724-4</u> Expenditures

MOTION: Trustee Koeppe, seconded by Trustee Hanson to approve the expenditures submitted without exception. Motion carried.

9. Reports

a) Police Chief Scott Blashka – Police National Night Out Event will be held on Tuesday, August 1, 2023 from 5:00 p.m. to 8:00 p.m., Located at Palisades Park

Chief Blashka invited the public to the National Night Out which will be held next Tuesday and will include food trucks, kickball with the cops, free popcorn and water. He stated this is a great community event which has moved to Palisades Park for this year.

10. Closed Session

11. Adjourn

At 6:21 p.m., **MOTION:** Trustee Hanson, seconded by Trustee Koeppe to adjourn. Motion carried.

Respectfully submitted,

Darla M. Fink, Village Clerk

Note: These minutes are not considered official until acted upon at an upcoming meeting; therefore, are subject to revision.



FOX CROSSING PARKS & RECREATION DEPARTMENT

2000 Municipal Drive Neenah, WI 54956-5663 Phone (920) 720-7108 Fax (920) 720-7113 www.foxcrossingwi.gov | parkrec@foxcrossingwi.gov

PARK COMMISSION MEETING MINUTES

July 12, 2023

Park Commissioners Present: Jim Beson, Jordyn Kurer, Kathy Sylvester, Chris McCoy, Steve Otto, Jean Wollerman, Suneer Patel

Staff Present: Director Amanda Geiser

The Commission meeting was held at the Municipal Complex, 2000 Municipal Dr., Neenah, and was called to order by Commissioner Beson at 6:00PM. The Pledge of Allegiance was recited and roll call was taken.

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the June 14, 2023, regular meeting minutes. Commissioner Sylvester motioned to accept the minutes, seconded by Commissioner Kurer. Commissioner Patel abstains. Motion carried.

PUBLIC FORUM

None

DISCUSSION/PRESENTATION

A. 2024 Budget Discussion: Director Geiser discussed the 2024 budgeting process and timeline. The Equipment Replacement Fund was reviewed. There was also a discussion on the recreation program budget and the projected part-time personnel costs. Additional items will be brought forward at the July 26 meeting.

REPORTS

- A. Park Report: Accepted as written.
- B. Recreation Report: Accepted as written.
- C. Director Report: Accepted as given.
- D. Commission Reports:
 - Commissioner Beson: Stated that he always kept Commissioner Vandenberg's comments on camping at
 the Rydell Conservancy in mind. After recently talking to a campground host, he now feels that setting
 up a camping area would be extremely expensive and not feasible in Fox Crossing. He doesn't feel this
 is something that needs to stay on our radar for the future.
 - Commissioner Otto: Has been seeing staff getting ready for the mud run at O'Hauser all week. Has also seen a lot of activity at Suburban Athletics' softball tournaments and it's great to hear all the action at the park.

Commissioner Kurer: No report

Commissioner McCoy: No report

Commissioner Patel: No Report

Commissioner Sylvester: No Report

Commissioner Wollerman: No Report

OLD BUSINESS

None

NEW BUSINESS

None

ADJOURNMENT

Commissioner Otto motioned, seconded by Commissioner Sylvester, to adjourn the Park Commission meeting at 7:06PM. Motion carries unanimously.

The next Commission meeting is scheduled for July 26, 2023, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,

im Beson

Chairperson - Village of Fox Crossing Park Commission

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FOX CROSSING PARKS & RECREATION DEPARTMENT

2000 Municipal Drive Neenah, WI 54956-5663 Phone (920) 720-7108 Fax (920) 720-7113 www.foxcrossingwi.gov | parkrec@foxcrossingwi.gov

PARK COMMISSION MEETING MINUTES

July 26, 2023

Park Commissioners Present: Jim Beson, Jordyn Kurer, Kathy Sylvester, Steve Otto, Suneer Patel

Staff Present: Director Amanda Geiser Excused: Chris McCoy, Jean Wollerman

The Commission meeting was held at the Municipal Complex, 2000 Municipal Dr., Neenah, and was called to order by Commissioner Beson at 6:00PM. The Pledge of Allegiance was recited and roll call was taken.

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the July 12, 2023, regular meeting minutes. Commissioner Sylvester motioned to accept the minutes, seconded by Commissioner Patel. Motion approved

PUBLIC FORUM

None

DISCUSSION/PRESENTATION

A. 2024 Budget Discussion: Director Geiser reviewed portions of the proposed 2023 budget. The review included: Part-Time Personnel and Over-Time Information, the request to make the Recreation Supervisor a full-time position, Disc Golf, Recreation Program Budgets, Park Division Detail and the Recreation Division Detail. With the exception of some missing capital items most of the budget items have now been presented. The final budget will be brought forward for final review and a recommendation to the Village Board will occur at the August 9 Park Commission meeting.

REPORTS

A. Park Report: N/A

B. Recreation Report: N/A

C. Director Report: Accepted as given.

D. Commission Reports:

 Commissioner Beson: Mentioned that he will be going to Butte Des Morts to do brush cutting in the next week.

Commissioner Otto: No report
 Commissioner Kurer: No report
 Commissioner McCoy: Not present
 Commissioner Patel: No report

Commissioner Sylvester: No report
 Commissioner Wollerman: Not present

OLD BUSINESS

None

NEW BUSINESS

 Fritsch Park Use Request- St. Joe's Program Run/Walk: Commissioner Patel made a motion to approve the request. Commissioner Sylvester seconded. All agreed; motion approved.

ADJOURNMENT

Commissioner Otto motioned, seconded by Commissioner Sylvester, to adjourn the Park Commission meeting at 7:22PM. Motion carries unanimously.

The next Commission meeting is scheduled for August 9, 2023, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,

Jim Beson

Chairperson - Village of Fox Crossing Park Commission

ans To Beson

FOX CROSSING UTILITIES PUMPAGE REPORT

MONTH: JUNE, 2023

					Total water purd	chased & pumpe	ed from wells				
		EAST	SIDE			V	/EST SIDE	TOTAL	Compare		
	DEEP DEEP PURCHASED TOTAL DEEP DEEP DEEP DEEP								TOTAL	7077.2	to same
	WELL #5	WELL #7	CTY/MENASHA	EAST	AST WELL #3 WELL #4 WELL #6 WELL #8 WEST						month in
	X 1,000	X 1,000	X 1,000	X 1,000	X 1000	X 1,000	X 1,000	X 1,000	X 1,000	X 1,000	2022
TOTAL	15,472	-	14,757	30,229	24,774	-	-	33,578	58,352	88,581	74,443
AVERAGE/DAY	516	1	492	1,008	826	-	-	1,119	1,945	2,953	2,482
MAXIMUM/DAY	577 - 651 1,128 1,256									3,638	3,071
MINIMUM/DAY	463	-	381	929	500	-	-	805	1,445	2,374	2,023

	SERVICI	E PUMPAGE (W	ater pumped to	distribution system)		
	EAST SIDE		V	VEST SIDE	TOTAL SERVICE PUMPAGE	Compare
	PLANT #2	PLANT #3	PLANT #4	TOTAL WEST SIDE	TOTAL EAST & WEST	to same month in
	X 1,000	X 1,000	X 1,000	X 1,000	X 1,000	2022
TOTAL	27,783	25,039	33,836	58,875	86,658	72,403
AVERAGE/DAY	926	835	1,128	1,963	2,889	2,414
MAXIMUM/DAY	1,126	1,210	1,533	2,743	3,348	3,015
MINIMUM/DAY	774	404	830	1,234	2,267	1,908

		WATER	R LEVEL REA	DINGS					
	EAST SIDE		WEST SIDE						
	DEEP WELLS		DEEP WELLS						
	#5	#7	#3	#4	#6	#8			
AVERAGE STATIC	-	-	63	-	-	49			
AVERAGE PUMPING LEVEL	340	-	158	-	-	222			

East Side System Purchased Water											
Month 2023	48%	Month 2022	41%	Month, 2021	53%						
Year-to-Date	41%	Year-to-Date	39%	Year-to-Date	48%						
Tour to Date	4170	roar to Dato	3770	rour to Bato	4070						

FOX CROSSING UTILITIES PUMPAGE REPORT

MONTH: JULY, 2023

					Total water purd	chased & pumpe	ed from wells				
		EAST	SIDE			V	VEST SIDE			TOTAL	Compare
	DEEP DEEP PURCHASED TOTAL DEEP DEEP DEEP TOTAL								AL	to same	
	WELL #5	WELL #7	CTY/MENASHA	EAST	WELL #3	WEST	PUMPED	month in			
	X 1,000	X 1,000	X 1,000	X 1,000	X 1000	X 1,000	X 1,000	X 1,000	X 1,000	X 1,000	2022
TOTAL	15,398	-	15,374	30,772	27,250	•	7,404	25,047	59,701	90,473	80,014
AVERAGE/DAY	497	-	496	993	879	·	239	808	1,926	2,919	2,581
MAXIMUM/DAY	525 - 665 1,155 1,185 - 1,265 1,342 2,4									3,576	3,311
MINIMUM/DAY	439	-	389	857	609	-	-	-	1,576	2,433	2,194

	SERVIC	E PUMPAGE (W	ater pumped to	distribution system)		
	EAST SIDE		V	VEST SIDE	TOTAL SERVICE PUMPAGE	Compare
	PLANT #2	PLANT #3	PLANT #4	TOTAL WEST SIDE	TOTAL EAST & WEST	to same month in
	X 1,000	X 1,000	X 1,000	X 1,000	X 1,000	2022
TOTAL	28,325	27,508	32,603	60,111	88,436	77,987
AVERAGE/DAY	914	887	1,052	1,939	2,853	2,515
MAXIMUM/DAY	1,081	1,215	1,362	2,577	3,455	3,197
MINIMUM/DAY	808	658	652	1,310	2,372	2,096

		WATER	R LEVEL REA	DINGS					
	EAST SIDE		WEST SIDE						
	DEEP WELLS		DEEP WELLS						
	#5	#7	#3	#4	#6	#8			
AVERAGE STATIC	-	-	65	-	72	49			
AVERAGE PUMPING LEVEL	336	-	161	-	191	225			

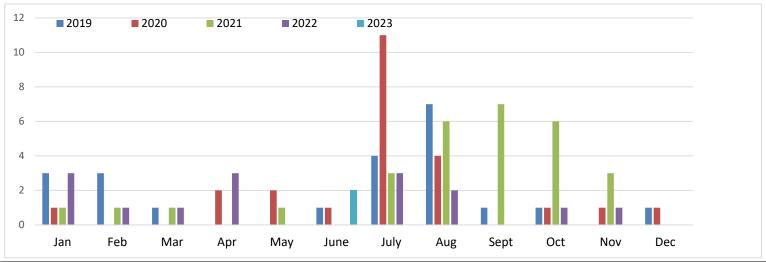
	East Side System Purchased Water											
Month 2023	49%	Month 2022	41%	Month, 2021	41%							
Year-to-Date	42%	Year-to-Date	40%	Year-to-Date	35%							
rear-to-Date	42%	Year-to-Date	40%	rear-to-Date	35%							

WATER MAIN BREAK/MISC WATER REPAIR REPORT JUNE, 2023

Water Main Breaks

1 6/6/2023 George St 6" Main Break 2 6/8/2023 Bud Dr 8" Main Break

Total water main breaks year to date for 2023 = 2 Total water main breaks this time in 2022 8



YEAR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2019	3	3	1	0	0	1	4	7	1	1	0	1	22
2020	1	0	0	2	2	1	11	4	0	1	1	1	24
2021	1	1	1	0	1	0	3	6	7	6	3	0	29
2022	3	1	1	3	0	0	3	2	0	1	1	0	15
2023	0	0	0	0	0	2							2

Miscellaneous Repairs

6/1/23 965 Twelve Oaks Ln

6/1/23 1006 Bridgeview Ct

6/2/23 1295 Goss Ave

6/7/23 22 Wendy Way

6/7/23 177 Royal Oak Ct

6/8/23 2310 Carleton Ave

6/12/23 Starboard and Prospect

Replace Bolts in Hydrant Auxillary Valve.

Replaced 4' SS Rod and 1" Stop Box.

Repaired Stop Box Top.

Replaced Hydrant and Auxillary Valve.

Replaced Hydrant and Auxillary Valve.

Replaced Hydrant and Added Auxillary Valve.

Repair Valve Box.

- 1 CONTINUED RELAY PROJECT ON BRIGHTON REACH RD.
- 2 CONTINUED EXERCISING MAIN LINE VALVES.
- 3 CONTINUED EXERCISING HYDRANTS AND AUXILLIARY VALVES.
- 4 CONITNUED WORKING ON EXCHANGING SMALL METERS.
- 5 CONTINUED WITH LEAK DETECTION IN PROBLEM AREAS.

WASTEWATER REPAIR/MISC REPORT JUNE, 2023

Wastewater Miscellaneous

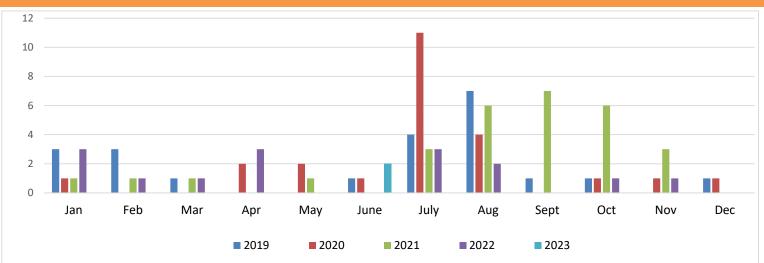
1	Lift Station #1 - Brighton Beach Rd	FILLED IN A HOLE THAT APPEARED DURING CONSTRUCTION OF THE SEWER MAIN ON BRIGHTON BEACH RD. 62 YARDS OF SLURRY WAS USED TO FILL IN THE OLD WETWELL. REPLACED THE DEHUMIDIFIER.
2	Lift Station #2 - Lakeshore Dr & Frances St	
3	Lift Station #3 - Lakeshore Dr	CHECKED ON STATION RUNNING IN BACKUP ALARM. CLEANED BACKUP SYSTEM FLOATS IN THE WETWELL.
4	Lift Station #4 - Memorial Dr/Foster St	
5	Lift Station #5 - Green Patch	CLEANED WETWELL.
6	Lift Station #6 - Calumet St	CLEANED CHECKVALVES ON PUMPS #1 AND #2. REMOVED PUMP #1 FOR CLEANING AND INSPECTION OF THE IMPELLOR. CLEANED WETWELL.
7	Lift Station #7 - Stroebe Rd & Harry's Gateway	RESET SUMP PUMP. CLEANED PUMP COOLING FILTERS.
8	Lift Station #9 - County Rd II (Winchester Rd)	REPLACED THE CHECKVALVE SPRING ON PUMP #3.
9	Miscellaneous:	CLEANED SEWERS. UTILITY LOCATES. TESTED PRIVATE SERVICE LATERALS. UTILITY SERVICE INSPECTIONS. VEHICLE MAINTENANCE. INSPECTED WATER/SEWER PROJECTS.

WATER MAIN BREAK/MISC WATER REPAIR REPORT JULY, 2023

Water Main Breaks

NO MAIN BREAKS IN THE MONTH OF JULY.

Total water main breaks year to date for 2023 = 2 Total water main breaks this time in 2022 11



YEAR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2019	3	3	1	0	0	1	4	7	1	1	0	1	22
2020	1	0	0	2	2	1	11	4	0	1	1	1	24
2021	1	1	1	0	1	0	3	6	7	6	3	0	29
2022	3	1	1	3	0	0	3	2	0	1	1	0	15
2023	0	0	0	0	0	2	0						2

Miscellaneous Repairs

7/6/23 1549 Hillsdale Ct

7/6/23 1811 Mill Pond Ln

7/14/23 1819 Alcan Dr

7/17/23 1841 Brighton Beach Rd

7/18/23 1841 Brighton Beach Rd

7/25/23 1435 Pearl St

7/25/23 1439 Pearl St

7/25/23 919 Beta Dr

Repaired Stop Box.

Repaired Stop Box.

Repaired Stop Box.

1" Service Leak.

3/4" Service Leak.

Repaired Stop Box.

Lowered Stop Box.

Replaced Cap on Stop Box.

7/25/23 1623 Racine Rd 7/26/23 315 Tyler Ct 7/31/23 1443 Katherine St Lowered Stop Box.
Replaced 4' SS Rod and 1" Stop Box.
1" Live Tap.

- 1 CONTINUED RELAY PROJECT ON BRIGHTON REACH RD.
- 2 CONTINUED EXERCISING MAIN LINE VALVES.
- 3 CONTINUED EXERCISING HYDRANTS AND AUXILLIARY VALVES.
- 4 CONITNUED WORKING ON EXCHANGING SMALL METERS.
- 5 CONTINUED WITH LEAK DETECTION IN PROBLEM AREAS.

WASTEWATER REPAIR/MISC REPORT JUNE, 2023

Wastewater Miscellaneous

1	Lift Station #1 - Brighton Beach Rd	
2	Lift Station #2 - Lakeshore Dr & Frances St	
3	Lift Station #3 - Lakeshore Dr	
4	Lift Station #4 - Memorial Dr/Foster St	CLEANED THE CHECKVALVES ON PUMP #1. TESTED BACK UP SYSTEM.
5	Lift Station #5 - Green Patch	
6	Lift Station #6 - Calumet St	PATCHED AND PAINTEDTHE STATION HATCH COVER. PULLED AND CLEANED THE BACKUP SYSTEM LEVEL CONTROL TRANSDUCER.
7	Lift Station #7 - Stroebe Rd & Harry's Gateway	RESET SUMP PUMP. CLEANED PUMP COOLING FILTERS. MJ ELECTRIC REPLACED THE POLE AND 3-PHASE TRANSFORMERS TO THE LIFT STATION.
8	Lift Station #9 - County Rd II (Winchester Rd)	MJ ELECTRIC REPLACED THE POLE AND 3-PHASE TRANSFORMERS TO THE LIFT STATION. KONE CRANE DID ANNUAL CRANE INSPECTIONS.
9	Miscellaneous:	CLEANED SEWERS. UTILITY LOCATES. TESTED PRIVATE SERVICE LATERALS. UTILITY SERVICE INSPECTIONS.

VEHICLE MAINTENANCE.

INSPECTED WATER/SEWER PROJECTS.

CUMINS COMPLETED THE ANNUAL INSPECTIONS ON 6 STANDBY

GENERATORS.

RJ IMMEL EXCAVATING INSTALLED REVERSE CLEANOUTS AT

1553 PALISADES DR.

SPEEDY CLEAN LINED THE BROKEN LATERAL FROM THE CLEANOUTS

AT 1553 PALISADES DR.

RJ IMMEL REPAIRED THE LATERAL AT 1156 N LAKE ST.

RES #230814-1

ADOPT REVISED VILLAGE OF FOX CROSSING EMPLOYEE HANDBOOK

WHEREAS, on March 26, 1990, the Town of Menasha Board of Supervisors approved Resolution #900326-14, which adopted the current Town of Menasha/Village of Fox Crossing Personnel Manual; and

WHEREAS, the Town of Menasha/Village of Fox Crossing Personnel Manual has been amended over the years from time to time; and

WHEREAS, Village Manager Sturgell and Human Resource Manager Burdick have drafted a revised and updated Village of Fox Crossing Employee Handbook to update federal and state statute references, clarify existing policies, add relevant new policies, and to freshen the overall language of the handbook (draft attached); and

WHEREAS, Village Labor Attorney Jim Macy has reviewed the draft and approved the draft, as to form.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby repeals the Personnel Manual adopted by Resolution #900326-14, as amended, and adopts the revised Village of Fox Crossing Employee Handbook, as attached, effective January 1, 2024.

Adopted this 14th day of August, 2023

Requested by: Jeffrey Sturgell, Village Manager Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #230814-2

APPROVE ASSESSMENT SERVICES AGREEMENT BETWEEN THE VILLAGE OF FOX CROSSING AND ACCURATE APPRAISAL, LLC

WHEREAS, the current contract between the Village of Fox Crossing and Accurate Appraisal, LLC to provide assessor services for the Village expires December 31, 2023; and

WHEREAS, Village President Youngquist and Village Manager Sturgell have negotiated a proposed successor contract with Accurate Appraisal, LLC for a term of six (6) years (from January 1, 2024 through December 31, 2029); and

WHEREAS, Accurate Appraisal proposes to provide Annual Interim Market Updates with Special Interior Inspection assessment services for a total sum of \$324,000 (\$54,000 per year for six (6) years, proposed agreement attached).

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the Assessment Services Agreement between the Village of Fox Crossing and Accurate Appraisal, LLC, as attached.

Adopted this 14th day of August, 2023

Requested by: Jeffrey Sturgell, Village Manager Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



Agreement for Assessment Services

Prepared for:

Village of Fox Crossing

By:

Accurate Appraisal, LLC

Section I

Agreement for Annual Interim Market Update Assessment Services

Provided by Accurate Appraisal LLC.

For

Village of Fox Crossing, Winnebago County WI for the assessment years of 2024-2029

Dated this _____ day of _____ 2023.

Fee for services rendered:

2024-2029 - Annual Interim Market Update

Accurate shall be paid an annual sum of:

\$54,000

Scott M. Eurana	8/14/2023
Scott McFarlane Member Accurate Appraisal LLC	Date
Authorized Client Signature	Date

Section II Contract Details

Municipality: Village of Fox Crossing

	BLENDED CONTRACT
Assessor Services	2024 – Interim Market Update 2025 – Interim Market Update 2026 – Interim Market Update 2027 – Interim Market Update 2028 – Interim Market Update 2029 – Interim Market Update
CAMA Software	Included
Community Education	Included
Payments	% of work completed
Term of Contract	6 years
Total Contract	\$324,000



Section III

This agreement made this	_ day of	_ 2023 by and
between the Village of Fox Cro	ossing, Winnebago (County, State of
Wisconsin, party of the first par	rt, hereinafter referre	ed to as "Client".

AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the second part, hereinafter referred to as "Accurate".

SCOPE OF SERVICES

Accurate shall provide the Client with assessing services by Wisconsin Department of Revenue Certified Personnel for the 2024 - 2029 assessment years which includes the following:

- 1. Accurate shall update and maintain 100% real property assessment records for the Client. Said service shall include all assessing services so as to comply with all applicable Wisconsin statutes, codes, rules, and/or regulations, including the assessment of all new construction, remodeling, additions and changes relating to improvements removed for any reason such as fire, demolition, etc. through building permits. Accurate shall reapportion value brought about through property splits.
- 2. Accurate will attempt to conduct physical interior inspections on all sales, new construction, and permits over \$30,000 and review all Tax Increment Districts each year.
- 3. Accurate shall prepare and mail personal property post cards from a list supplied by the Client of the accounts to be assessed. Accurate will analyze returned personal property forms from the merchants in order to establish the proper assessment.
- 4. Accurate shall, without additional expense to the Client, be required to attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments. The Open Book meeting shall be conducted as needed. The

meetings shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be completed no later than June 1. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.

- 5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
- 6. Accurate will provide at least fourteen (14) hours of "in-house" assessors time during the last two weeks of December each year.
- 7. Accurate will provide at least four (4) hours per month of "inhouse" assessor time to allow property owners to meet with the assessor by appointment in the Municipal Complex.
- 8. Real estate inquiry letters will be processed within two (2) business days of receipt.
- 9. All mobile home parks will be reviewed annually, and mobile home sales physically inspected.
- 10. The Client will at all times own any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs must be stored in an electronic format.
- 11. At the end of the assessment contract all assessment data will be provided in a usable electronic format as determined by the Client.
- 12. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
- 13. The Client will hold harm less Accurate from third claims and liabilities due to the assessment of property except claims or liabilities, which result from the intentional or negligent acts or

- omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
- 14. The Client shall not receive compensation from Accurate for sharing and charging back of taxes due to palpable errors which may be recompensed through State of Wisconsin statute 74.33. A submission of refunded or rescinded taxes should be submitted by the client before October 1 of each year to State of Wisconsin.
- 15. This agreement between the Client and Accurate shall be for the aforementioned assessment year beginning on January 1st, 2024 and ending December 31st, 2029. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
- 16.Accurate shall submit monthly invoices based upon a percentage complete. The Client reserves the right to retain a 50% holdback pending completion of all terms and conditions of the contract, to include the submission of the of data needed for the Statement of Assessment.
- 17. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
- 18. Accurate shall complete its Open Book hearings under this agreement no later than the agreement date, specified in Section III of this agreement, except for delays caused by the Client, county or state. There will be three (3) partial days scheduled for open book. The desire of the Client is to allow property owners a choice of dates and times of the day in which to meet the assessor for open book. Accurate may request a thirty- day extension to the contract upon written agreement with the Client.
- 19. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall not be less than the amounts listed below in this contract:

INSURANCE COVERAGE

General Liability

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 2,000,000
Personal & Adv Injury	\$ 2,000,000
Products-Comp / Op Agg	\$ 4,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 10,000

- 20. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where acceptable.
- 21. Accurate shall use Computer Assisted Mass Appraisal software to accurately provide the Client with records of the maintenance. This software package was created by Accurate Appraisal LLC and is WDOR compliant. The yearly maintenance fee associated with the use of this CAMA Software program will be at no additional expense to the Client. The data will be available to the public on accurateassessor.com; building data and appointment scheduling at no additional expense to the Client.
- 22. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
- 23. All expenses incurred by Accurate during the contract such as postage, phone calls, etc. will be at no additional expense to the Client.
- 24. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program. Initial postcards will be mailed to all property owners explaining each year's assessment process.
- 25. Accurate shall maintain compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- 26. Upon completion of the Board of Review, the WPAM requires that all assessment data to be in an electronic format.

RES #230814-3

CHANGE ORDER #1 – 2023 ROAD RESURFACING PROGRAM TO INCLUDE THE RESURFACING OF EAST SHADY LANE WEST OF IRISH ROAD, THE FIRE STATION #40 PARKING LOT PROJECT, THE FRITSE PARK PARKING LOT ADDITION, THE FRIENDSHIP TRAIL PAVING PROJECT, AND THE GAVIN ROAD CURB RAMP INSTALLATION

WHEREAS, on March 27, 2023, Northeast Asphalt, Inc., was awarded the 2023 Road Resurfacing Program to Include the Resurfacing of East Shady Lane West of Irish Road, the Fire Station #40 Parking Lot Project, the Fritse Park Parking Lot Addition, the Friendship Trail Paving Project, and the Gavin Road Curb Ramp Installation contract, in the amount of \$1,307,951.25; and

WHEREAS, Change Order #1 reflects a net increase of \$110,768.29, due to the following:

Add Resurfacing of Stroebe Road from Northern Road to RR Track	s \$ 49,585.65
Add Lori Drive and Prairie Lake Manhole Adjustments	\$ 2,000.00
Add Dublin Trail Inlet Repairs (for nine (9) inlets)	\$ 6,500.00
Add Dense Aggregate for Fire Station #40 Parking Lot	\$ 3,489.84
Mill Existing Asphalt Rather Than Pulverize for East Shady Lane	\$ 49,192.80
Total:	\$ 110,768.29

WHEREAS, the increase of \$110,768.29 from Change Order #1 items results in a new total contract price of \$1,418,719.54; and

WHEREAS, it is the recommendation of Village Engineer Lee Reibold and Street Superintendent Randy Gallow to approve Change Order #1 to Northeast Asphalt, Inc., for an increase in the amount of \$110,768.29, resulting in a new contract amount of \$1,418,719.54.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #1 for the 2023 Road Resurfacing Program to Include the Resurfacing of East Shady Lane West of Irish Road, the Fire Station #40 Parking Lot Project, the Fritse Park Parking Lot Addition, the Friendship Trail Paving Project, and the Gavin Road Curb Ramp Installation contract, for an increase in the amount of \$110,768.29 to **Northeast Asphalt, Inc., W6380 Design Drive, Greenville, Wisconsin,** for an adjusted contract amount of \$1,418,719.54.

Adopted this 14th day of August, 2023

Requested by: Randy Gallow, Street Superintendent Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



July 24, 2023

Village of Fox Crossing 2000 Municipal Drive Neenah, WI 54956

Village of Fox Crossing Re:

2023 Asphalt Street Resurfacing Program

Change Order #1

McM. No. F0057-09-23-00136-C

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase in the Contract in the amount of \$110,768.29. The current Contract Price is \$1,418,719.54.

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.

Lee R. Reibold, P.E.

Associate / Municipal & Civil Engineer

LRR:mck

Enclosure: Change Order #1



McMAHON ASSOCIATES, INC.

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

NEENAH, WI 54957-1025

TELEPHONE; 920,751,4200 920.751.4284

CHANGE ORDER

	Contract No.	F0057-09-23-00136-C
Northeast Asphalt, Inc.	Project File No.	F0057-09-23-00136.02
W6380 Design Drive	Change Order No.	One (1)
Greenville, WI 54942	Issue Date:	July 18, 2023
	Project:	Village of Fox Crossing-2023 Asphalt
		Street Resurfacing Program

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

	(Item Description)	(Price)
1.1	ADD Stroebe Road milling, 2,264 Sq Yds @ \$3.70/S.Y.	+ \$8,376.80
1.2	ADD Stroebe Road HMA Pavement, 383.32 TONS @ \$86.10/TON	+ \$33,003.85
1.3	ADD Stroebe Road Mobilization, 1 Each @ \$4,150.00/EA.	+ \$4,150.00
1.4	ADD Stroebe Road RR Marking, 1 Each @ \$900.00/EA.	+ \$900.00
1.5	ADD Stroebe Road 18-inch Stop Line Marking, 50 Lin. Ft. @ \$12.72/L.F.	+ \$636.00
1.6	ADD Stroebe Road 6-inch Crosswalk Marking, 61 Lin. Ft. @ \$41.30/L.F.	+ \$2,519.00
1.7	ADD Lori Dr & Prairie Lake MH Adjustment, 4 Each @ \$500.00/EA.	+ \$2,000.00
1.8	ADD Dublin Trail Inlet Repairs; total of 9 inlets, 1 lump sum @ \$6,500.00/L.S.	+ \$6,500.00
1.9	ADD FS 40-Base Aggregate Dense 1-1/4-inch, 193.88 TONS @ \$18.00/TON	+ \$3,489.84
1.10	ADD E Shady Ln; Mill exist. asphalt rather than pulverize, 20,497 Sq. Yds. @ \$2.40/S.Y.	+ \$49,192.80
	TOTAL	+ \$110,768.29

The Changes Result in The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,307,951.25	_ days
AdJustments Per This Change Order	+ \$110,768.29	_ days
Current Contract Status	\$1,418,719.54	_ days

Recommended:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

Accepted:

Date:

Authorized:

NORTHEAST ASPHALT, INC.

Greenville, Wisconsin

VILLAGE OF FOX CROSSING

Wisconsin

Ву
Date: 07/18/2023

DocuSigned by: Taylor Taner

MW 7/19/20238414...4:42 PM CDT 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 #230814-4

<u>CHANGE ORDER #1 & FINAL – MIDWAY ROAD SANITARY SEWER LATERAL LINING PROJECT</u>

WHEREAS, on April 25, 2022, M & E Construction, LLC, was awarded the Midway Road Sanitary Sewer Lateral Lining contract, in the amount of \$309,850.00; and

WHEREAS, Change Order #1 reflects a net decrease of \$58,566.00, due to the following:

Final Quantity Adjustments \$ 58,566.00 Total: \$ 58,566.00

WHEREAS, the decrease of \$58,566.00 from Change Order #1 items results in a new total contract price of \$251,284.00; and

WHEREAS, it is the recommendation of Village Engineer Zachary Laabs and Utility Superintendent David Tracey to approve Change Order #1 to M & E Construction, LLC, for a decrease in the amount of \$58,566.00, resulting in a new contract amount of \$251,284.00.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #1 & Final for the Midway Road Sanitary Sewer Lateral Lining contract, for a decrease in the amount of \$58,566.00 to M & E Construction, LLC, N3748 Uni Drive, Freedom, Wisconsin, for an adjusted contract amount of \$251,284.00.

Adopted this 14th day of August, 2023

Requested by: David Tracey, Utility Superintendent Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



June 13, 2023

Fox Crossing Utilities 2340 American Drive Neenah, WI 54956

Re: Fox Crossing Utilities

2022 Sanitary & Water Lateral Reconstruction | Midway Road

Change Order #1 - FINAL McM. No. F0058-09-21-00767

Enclosed herewith is Change Order # 1 for the above referenced project. This change is a decrease in the Contract in the amount of -\$58,566.00. The current Contract Price is \$251,284.00.

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.

Zachary R. Laabs

Civil & Municipal Engineer

ZRL:mck

Enclosure: Change Order #1



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

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***************************************		Contract No.	F0058-09-21-00767	
M8	&E CONSTRUCTION, LLC.	Project Flie No.	F0058-09-21-00767	
N3	748 Uni Drive	Change Order No	• One (1) – FINAL	
Fre	edom, WI 54130	Issue Date:	June 12, 2023	
		Project:	2022 Sanitary & Water	Lateral
			Reconstruction Midv	vay Road
	Are Directed To Make The Changes Noted B	alaw in The Euchlant Cante	a mbs	
YOU	(Item Description)	alow in the sopject count	uci.	(Price)
1.1	Final Quantities - See Attached Spreadsh	eet		-\$58,566.00
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The	Changes Result in The Following Adjustments			
		CONTRACT PRICE	TIME	
	Prior To This Change Order	\$309,850.00	days	
	Adjustments Per This Change Order	-\$58,566.00	days	
	Current Contract Status	\$251,284.00	days	

Re	commended:	Accepted:	Authorized:	
M	cMAHON ASSOCIATES, INC.	M&E CONSTRUCTION, LLC.	FOX CROSSING UTILITIES	
Ne	eenah, Wisconsin	Freedom, Wisconsin	Neenah, Wisconsin	
Ву		Ву: ///	• ,B <b>y</b> ;	-
Da	te:6/12/23	Date: 6/13/23	Date:	
	OWNER Copy CONTRACTOR Copy ENGINEER Copy (Contract Copy) FILE COPY	Four (4) Copies Sho Execute And Return	uld Accompany This Change Order To ENGINEER For Distribution	

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## **FINAL QUANTITIES**

FOX CROSSING UTILITIES

2022 Sanitary & Water Lateral Reconstruction | Midway Road Contract No. F0058-09-21-00767

Bid Date/Time: April 15, 2022 @ 10:00 AM

Project Manager: Zachary Laabs, E.I.T. / Brad Werner, P.E.

M & E CONSTRUCTION, LLC N3748 Uni Drive Freedom, WI 54130

BASE BID	MIDWAY	ROAD S	SANITARY LATERALS			McMahon C	Quantities
Item	Qty	Unit	Description	Unit Price	Total	Final Qty.	Total
-1	1,500	L.F.	4 Inch Sanitary Lateral Pipe Burst	\$10.00	\$15,000.00	1240	\$12,400.0
-2	600	L.F.	6 Inch Sanitary Lateral Pipe Burst	\$20.00	\$12,000.00	0	\$0.0
-3	12	Ea.	Lateral Pipe Burst Set Up and Inside Reconnect	\$3,000.00	\$36,000.00	2	\$6,000.0
3-4	5	EA.	Lateral Pipe Burst Set Up and Outside Reconnect at Foundation	\$3,000.00	\$15,000.00	9	\$27,000.0
3-5	8	Ea.	Outside Spot Excavation for Pipe Burst Lateral	\$1,500.00	\$12,000.00	5	\$7,500.0
3-6	5	Ea.	4 Inch Outside Double Sweep Cleanout with Cast Iron Cap	\$500.00	\$2,500.00	1	\$500.0
3-7	2	Ea.	6 Inch Outside Double Sweep Cleanout with Cast Iron Cap	\$750.00	\$1,500.00	0	\$0.0
3-8	9	Ea.	4 Inch Inside Cleanout with Cap	\$100.00	\$900.00	1	\$100.0
3-9	3	Ea.	6 Inch Inside Cleanout with cap	\$150.00	\$450.00	0	\$0.0
3-10	12	Ea.	Floor Drain	\$100.00	\$1,200.00	0	\$0.0
B-11	20	Ea.	Interior 4 Inch Bend/Wye	\$30.00	\$600.00	5	\$150.0
3-12	10	Ea.	Interior 6 Inch Bend/Wye	\$50.00	\$500.00	0	\$0.0
3-13	20	Ea.	Interior 4 Inch Fernco Connection	\$30.00	\$600.00	3	\$90.0
3-14	10	Ea.	Interior 6 Inch Fernco Connection	\$50.00	\$500.00	0	\$0.0
B-15	75	Ea.	Redi-Crete Floor Restoration	\$30.00	\$2,250.00	7	\$210.0
3-16	5	Ea.	Sanitary Lateral Liner Set Up	\$1,250.00	\$6,250.00	18	\$22,500.0
B-17	300	L.F.	6 Inch Sanitary Lateral Lined	\$55.00	\$16,500.00	157	\$8,635.0
3-18	450	L.F.	4 Inch Sanitary Lateral Lined	\$55.00	\$24,750.00	687	\$37,785.0
B-19	2	Ea.	12" x 6" Top Hat Lateral Connection	\$1,850.00	\$3,700.00	8	\$14,800.0
3-20	3	Ea.	12" x 4" Top Hat Lateral Connection	\$1,850.00	\$5,550.00	7	\$12,950.0
3-21	100	L.F.	6 Inch Sanitary Lateral Excavated	\$75.00	\$7,500.00	, o	\$0.0
3-22	100	L.F.	4 Inch Sanitary Lateral Excavated	\$65.00	\$6,500.00	88	\$5,720.0
B-23	1	L.S.	1428 Midway Road Sanitary Lateral Repair	\$3,500.00	\$3,500.00	1	\$3,500.0
B-24	1	L.S.	1445 Midway Road Sanitary Lateral Reconstruction	\$3,500.00	\$3,500.00	0	\$0.0
B-25	1	L.S.	1546 Midway Road Sanitary Lateral Repair	\$3,500.00	\$3,500.00	1	\$3,500.0
B-25	41	Ea.	Pre-Construction Lateral Televising	\$200.00	\$8,200.00	41	\$8,200.0
B-27	25	Ea.	Post-Construction Lateral Televising	\$150.00	\$3,750.00	20	\$3,000.0
B-28	18	Ea.	Replace Sanitary Manhole Rings and Castings	\$1,750.00	\$31,500.00	18	\$31,500.0
	200	S.Y.	Remove and Replace 4 Inch HMA Pavement	\$1,730.00	\$26,000.00	96	\$12,480.0
B-29	100	S.F.	Remove and Replace 4 Inch Concrete Sidewalk	\$14.00	\$1,400.00	31	\$434.0
B-30		S.F.	Remove and replace 6 Inch Concrete Driveway Apron	\$15.00	\$4,500.00	0	\$0.0
B-31	300	S.Y.	, , ,	\$140.00	\$35,000.00	102	\$14,280.0
B-32	250		Remove and Replace 9 Inch Concrete Pavement		\$14,250.00	I	
B-33	150	L.F.	Remove and Replace 30 Inch Concrete Curb and Gutter	\$95.00	\$3,000.00	76	\$7,220.0
B-34	1	L.S.	3 Inch Topsoil, Seed and E-mat (Est. at 250 S.Y.)	\$3,000.00	\$3,000.00	1	\$3,000.0
			TOTAL (Items B-1 through B-34, Inclusive)		\$309,850.00		\$243,454.
	MENTAL PRI		Description	Unit Price	Total	Final Qty.	Total
Item	Qty	Unit	Description  Outside Francisco for Classical Installation				
S-1	0	Ea.	Outside Excavation for Cleanout Installation	\$500.00	\$0.00	4	\$2,000.0
S-2	0	Ea.	4 Inch Outside Cleanout (Single)	\$250.00	\$0.00	11	\$2,750.0
S-3	0	L.F.	4 Inch Sanitary Lateral - Directionally Bored	\$55.00	\$0.00	56	\$3,080.0
			TOTAL (SUPPLEMENTAL PRICING)		\$0.00		\$7,830.
			TOTAL CONTRACT		\$309,850.00		\$251,284.0

## RES #230814-5

## APPOINTMENT OF ZONING BOARD OF APPEALS MEMBER – BILL BREIDER

WHEREAS, Chapter §435 Zoning Ordinance requires appointments to the Village of Fox Crossing Zoning Board of Appeals; and

WHEREAS, the Zoning Board of Appeals hears and decides on administrative appeals and variances consistent with the requirements of Article 7 of Chapter §435; and

WHEREAS, a vacant seat exists for the three (3) year term beginning April 1, 2023 through March 31, 2026; and

WHEREAS, Village President Dale Youngquist nominates Bill Breider for appointment to the remainder of the three (3) year term beginning April 1, 2023 through March 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby appoints Bill Breider as a member to the Village of Fox Crossing Zoning Board of Appeals for the remainder of the three (3) year term beginning April 1, 2023 through March 31, 2026.

Adopted this 14th day of August, 2023

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 #230814-6

## APPROVE STATE/MUNICIPAL MAINTENANCE AGREEMENT FOR THE CHURCH POND STORM SEWER OUTFALL SYSTEM

WHEREAS, the Village of Fox Crossing is constructing the Church Pond Stormwater Detention pond south of US Highway 10 (USH 10), approximately one quarter (1/4) mile west of County Highway CB (CTH CB); and

WHEREAS, the Village is installing a controlled concrete storm sewer trunkline system that will run parallel to USH 10 adjacent to the Friendship Trail, and ultimately outfall to the existing Department of Transportation (DOT) concrete box culvert under USH 10 at the eastbound USH 10 exit ramp to CTH CB (State structure number B-70-179); and

WHEREAS, approximately thirty (30) feet of the new concrete storm sewer trunkline will occupy the existing State right-of-way, requiring Village permission from the DOT for the storm sewer system to occupy the right-of-way, and approval of a maintenance agreement for the Village to work within the right-of-way.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the State/Municipal Maintenance Agreement for the Church Pond Storm Sewer Outfall System, as attached.

Adopted this 14th day of August, 2023

Requested by: Jeffrey Sturgell, Village Manager Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



## STATE/MUNICIPAL

### **MAINTENANCE**

#### **AGREEMENT**

Date: August 8, 2023

Subject: Village of Fox Crossing Regional Stormwater Detention Pond—Church Pond

Road Name: USH 10 County: Winnebago

WisDOT Permit No: W70-03-23

The signatory **Village of Fox Crossing** hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

#### **DESCRIPTION OF FACILITY:**

Facility description upon completion of project – The Municipality is planning to construct a regional wet (detention) stormwater pond (Regional Stormwater Detention Pond; hereby referred as Church Pond) along the south side of USH 10 and approximately ½ mile west of County Trunk Highway (CTH) CB. Stormwater will be rerouted from the south, west, and southeast to the future Church Pond and be regulated, through an outlet control structure, to a new storm sewer system comprising of an intermixed 42-inch circular and 34-inch by 53-inch horizontal elliptical concrete storm sewer system. The Church Pond stormwater discharge will flow easterly (primarily within the Municipality's property and adjacent to the existing Friendship Trail) parallel to USH 10 through this storm sewer system. Stormwater discharge to the existing USH 10 south ditch will also be conveyed through a 36-inch culvert pipe under the Friendship Trail. The USH 10 south ditch stormwater, in combination with the controlled Church Pond storm sewer discharge, will flow easterly to the discharge point at the existing concrete box culvert under USH 10 at the eastbound USH 10 exit ramp to CTH CB. The existing concrete box culvert (State structure number B-70-179) conveys flow from the unnamed tributary to downstream drainage facilities that ultimately discharges to the Fox River.

#### Work within the State Highway Right-of-Way

Due to the alignment of the existing pedestrian bridge along the Friendship Trail, coupled with adjacent width restrictions, work within the state right-of-way will occur adjacent to the existing box culvert near the 34-inch by 53-inch storm sewer trunkline discharge point. The new storm sewer trunkline will occupy approximately 30 feet of length within the underlying existing State right-of-way at its discharge point. The remaining storm sewer trunkline will be located within the Municipality's existing Friendship Trail right-of-way corridor. Approximately 800 feet of the Friendship Trail will be restored with the project.

This is a local project and does not have a State project ID. Work within the USH 10 state highway right-of-way will be approved through a *Work on Highway Right-of-Way Permit*, WisDOT Permit No. W70-03-23.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (page 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

Signed for and in behalf of the Village of Fox Crossing (Please sign in blue ink)				
Name (print)	Title			
Signature		Date		
Signed for and in behalf of the	State (Please sign in blue ink)	23.0		
Name	Title WisDOT Region Maint	Title WisDOT Region Maintenance Chief		
Signature		Date		

#### **TERMS AND CONDITIONS:**

- 1. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
  - (a) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
- 2. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
  - (a) Monitor and maintain all items outside the travel way to include, but not limited to drainage facilities, all storm sewer outfalls, permanent erosion control, and landscaping features. Storm sewer outfalls discharging into the USH 10 state right-of-way include the replaced 36-inch culvert pipe under the Friendship Trail and discharging into the USH 10 south ditch (as depicted in Appendix A of the SMMA) and the Church Pond's 34-inch by 53-inch horizontal elliptical concrete storm sewer outfall (as depicted in Appendix B of the SMMA) discharging controlled stormwater via storm sewer system from Church Pond. This combined stormwater flow ultimately discharges into the existing concrete box culvert B-70-179.
  - (b) Accept responsibility for locating utilities for Digger's Hotline.
  - (c) Monitor and maintain the Church Pond and its entire storm sewer system and appurtenances to provide a free flow condition, throughout the life of the facility, for storm water discharge to the existing concrete box culvert B-70-179 under USH 10. Recommended maintenance measures, but not limited to, include annual inspection of inlets, catch basins, manholes, pipe; annual cleaning and removal of blockages, replace broken or malfunctioning piping, end walls, castings, grates, grit covers, risers, covers and frames; repair top slabs along with bottom and walls of basins; routine mortar repairs such as tuck pointing; and plastering to the inlets, catch basins, and manholes.
  - (d) Maintain clear right-of-way of all encroachments.
  - (e) Repair any damage to existing State drainage structures and/or its foundation/embankments caused by the Church Pond and/or its drainage discharge to the State right-of-way, at the discretion and direction of the State.
- 3. The Municipality will coordinate with the State to obtain any necessary future Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
- 4. This agreement does not remove the current municipal maintenance responsibility.
- 5. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
- 6. The Municipality will directly coordinate and rectify any drainage issues or disputes with abutting property owners caused by the drainage course revisions created with the wet detention pond.

## RES #230814-7

## **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:

Alesia Girard – Approved McKenzie Sherrick – Approved William Bridenhagen – Approved John Feavel – 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 14th day of August, 2023

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 #230814-8

## **EXPENDITURES**

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$5,882,588.82

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

Pending:				
General Fund	\$	138,274.17		
Special Revenue Fund	\$	1,468,898.05		
Debt Fund	\$	-		
Capital Projects Fund	\$	115,019.78		
Water Fund	\$	123,187.08		
Sewer Fund	\$	20,729.50		
Stormwater Fund	\$	39,660.07		
Trust & Agency Fund	\$	-		
Special Processed Payments		3,976,820.17		
Total:		5,882,588.82		

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 14th day of August, 2023.

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: August 8, 2023
For Village Board Meeting of: August 14, 2023

REGULAR PROCESSED CHECKS		
General Fund		\$138,274.17
Special Revenue Funds		\$1,468,898.05
Debt Fund		\$0.00
Capital Projects Fund		\$115,019.78
Water Fund		\$123,187.08
Sewer Fund		\$20,729.50
Stormwater Fund		\$39,660.07
Trust & Agency Fund		\$0.00
Total Bills for	August 14, 2023	\$1,905,768.65

## **SPECIAL PROCESSED PAYMENTS**

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	7/19-8/8/2023	**See Attached Listing**	\$3,618,110.95
ACH	Employee Benefits Corp	7/19-8/3/2023	Flex Spending Claims	\$894.65
ACH	WDC	7/20/2023	Deferred Comp	\$6,770.14
ACH	WI Retirement	7/20/2023	Retirement	\$83,573.87
ACH	Plug N Pay	8/2/2023	July CC Fees	\$30.00
ACH	Elavon	8/7/2023	July CC Fees	\$469.96
ACH	American Express	8/7/2023	July CC Fees	\$3.66
47743-47753	Payroll	8/3/2023	Payroll	\$2,688.82
ACH	Payroll	8/3/2023	Payroll	\$188,736.36
ACH	Payroll	8/3/2023	Taxes	\$75,541.76
Total Special Processed Payments			\$3,976,820.17	

**GRAND TOTAL** \$5,882,588.82