

**Village of Fox Crossing Board of Trustees Regular Meeting**  
**Monday, January 27, 2025 - 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
3. Public Hearings
4. Minutes to Approve/ Minutes and Correspondence to Receive  
Minutes to Approve
  - a) Regular Village Board Meeting – January 13, 2025Minutes and Correspondence to Receive
  - b) Planning Commission Meeting Minutes – December 4, 2024
  - c) Water Main Breaks Report – December 2024
  - d) Water Pumpage Report – December 2024
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 signup sheet.**
6. Discussion Items
7. Unfinished Business
8. **New Business- Resolutions/Ordinances/Policies**
  - a) 250127-1 Certified Survey Map – 2285 Butte Des Morts Beach Road
  - b) 250127-2 Certified Survey Map – Fox Crossing Creek Apartments, LLC (Parcel #121021007)
  - c) 250127-3 Certified Survey Map – 1366 Appleton Road
  - d) 250127-4 Intermunicipal Agreement Between the Town of Neenah and the Village of Fox Crossing for the Larsen Road Reconstruction Project from County Highway CB (CTH CB) to Clayton Avenue, to Include a 2025 Budget Amendment for Funds for the Project
  - e) 250127-5 Intermunicipal Agreement Between the Town of Clayton and the Village of Fox Crossing Regarding the Sanitary Sewer Main Extension on Larsen Road from Rocket Way to Clayton Avenue
  - f) 250127-6 Change Order #2 & Final – Church Pond Stormwater Construction Project
  - g) 250127-7 Award Proposal – Public Service Commission (PSC) Water Rate Case Application Consulting Services
  - h) 250127-8 Appointment of Representative to the Fox West Regional Sewerage Commission
  - i) 250127-9 Operator License Applicants
  - j) 250127-10 Expenditures
9. **Reports**
  - a) Village President Dale Youngquist
    - Announcement of Resignation of Trustee #3 Gregory Ziegler as of January 12, 2025
    - Applications for Appointment to Trustee #3 Position due Wednesday, February 12, 2025, at 4:30 p.m.
  - b) Clerk Darla Fink – Early Voting for the February 18 Spring Primary Election will be held Tuesday, February 4, 2025 through Friday, February 14, 2025; Voting will be Open from 8:00 a.m. to 4:30 p.m., Monday through Friday, with the Exception of Friday, February 14, in which Voting will be Open Until 5:00 p.m.
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.*

**VILLAGE OF FOX CROSSING  
BOARD OF TRUSTEES REGULAR MEETING  
Municipal Complex – Arden Tews Assembly Room  
Monday, January 13, 2025**

**Minutes**

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

Meeting called to order by President Youngquist at 6:00 p.m. The Pledge of Allegiance was recited.

Deputy Clerk Chantel Jaenke took roll call and noted those present: President Dale Youngquist, Trustees Kris Koeppe, Kate McQuillan, Deb Swiertz, and Barbara Hanson (via teleconference). Excused: Trustee Van Dyke

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, Director of Public Works Joe Hoechst, Director of Parks & Recreation Amanda Geiser, Attorney Andrew Rossmessl, Engineer Lee Reibold, and Engineer Zach Laabs. Excused: Engineer Bradley Werner. There were four attendees.

**2. Awards / Presentations**

**3. Public Hearings**

**4. Minutes to Approve / Minutes and Correspondence to Receive**

**Minutes to Approve**

- a) Special Village Board Meeting – December 16, 2024
- b) Regular Village Board Meeting – December 16, 2024

**Minutes and Correspondence to Receive**

- c) Park Commission Meeting Minutes – December 11, 2024

**MOTION:** Trustee Koeppe, seconded by Trustee Swiertz to approve the minutes and accept other departmental minutes and correspondence into record. Motion carried via voice vote.

**5. Public Comments Addressed to the Village Board**

**6. Discussion Items**

**7. Unfinished Business**

**8. New Business-Resolutions/Ordinances/Policies**

- a) 250113-1 Award Proposal – Westfield Playground Equipment Replacement Project

**MOTION:** Trustee Swiertz, seconded by Trustee McQuillan to approve as submitted. Motion carried via voice vote.

- b) 250113-2 Change Order #1 & Final – Sand Point Stormwater Pond Construction Project

**MOTION:** Trustee Koeppe, seconded by Trustee Hanson to approve as submitted. Motion carried via voice vote.

- c) 250113-3 Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing

**MOTION:** Trustee Koeppe, seconded by Trustee Swiertz to approve as submitted. Motion carried via voice vote.

- d) 250113-4 Establish Polling Places for 2025 Elections  
**MOTION:** Trustee Swiertz, seconded by Trustee Hanson to approve as submitted. Motion carried via voice vote.
- e) 250113-1:ORD An Ordinance to Adopt the Village of Fox Crossing Municipal Code Approved to Date as the General Ordinances for the Village of Fox Crossing *First Reading, Second Reading & Adoption*  
**MOTION:** Trustee McQuillan, seconded by Trustee Koeppe to accept the First Reading, Second Reading, and Adoption as submitted. Motion carried via voice vote.
- f) 250113-5 Operator License Applicants  
**MOTION:** Trustee McQuillan, seconded by Trustee Swiertz to approve as submitted. Motion carried via voice vote.
- g) 250113-6 Expenditures  
**MOTION:** Trustee Koeppe, seconded by Trustee Swiertz to approve the expenditures as submitted. Motion carried via voice vote.

## 9. Reports

- a) Police Chief Scott Blashka – Successful Re-accreditation of the Fox Crossing Police Department

Chief Blashka notified the Board of a successful re-accreditation through the Wisconsin Law Enforcement Accreditation Group (WILEAG) for the next three years. Chief Blashka expressed his gratitude for the Police Department staff and their hard work in getting the re-accreditation completed. He also thanked the Board for approving the software package that was included in the Department's budget. Having this software reduced the amount of paperwork needed and decreased the amount of time the auditors needed to be here by one day.

- b) Deputy Clerk Chantel Jaenke – Announce Candidates for Village Offices for the April 1, 2025 Spring Elections

Deputy Clerk Jaenke advised the deadline to submit candidacy paperwork for the April Spring Election was Tuesday, January 7<sup>th</sup> at 5:00 p.m. The following candidates will be on the April 1, 2025 ballot:

Village President: Dale Youngquist

Village Trustee #2: Kris Koeppe

Village Trustee #4: Kate McQuillan

Village Trustee #6: Barbara Hanson

Municipal Judge: Timothy Hogan

- c) President Youngquist – Trustee Gregory Ziegler Resignation

President Youngquist read Trustee Ziegler's resignation letter for Village Trustee and his resignation letter for Fox West Sewerage Commissioner. Both letters were dated 1/12/2025.

## 10. Closed Session

## 11. Adjourn

At 6:16 p.m., **MOTION:** Trustee Swiertz, seconded by Trustee Koeppe to adjourn. Motion carried via voice vote.

Respectfully submitted,

Chantel M. Jaenke, WCMC, Deputy Clerk

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

VILLAGE OF FOX CROSSING  
PLANNING COMMISSION MEETING  
Municipal Complex – Arden Tews Assembly Room  
Wednesday, December 4, 2024 at 5:15 PM

Minutes

**CALL TO ORDER**

The Planning Commission meeting was called to order by Chairman Jochman at 5:26 p.m.

PRESENT: Chairperson: Chair Dennis Jochman  
Commissioners: Mr. Morris Cox  
Ms. Tracy Romzek  
Mr. Thomas Willecke  
Mr. Tom Young

EXCUSED: Mr. Michael Prince  
Mr. Michael Scheibe

Staff: Community Development Director George Dearborn  
Associate Planner Daniel Dieck  
Village Manager Jeffery Sturgell

Other:

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES** – November 20<sup>th</sup>, 2024

**MOTION:** Mr. Cox, seconded by Ms. Romzek to approve the meeting minutes of November 20<sup>th</sup>, 2024.  
Motion carried 5-0-0

**PUBLIC HEARING**

**Public Hearing – Final Subdivision Plat – Tayco Road – Habitat for Humanity – Parcel  
12103080501**

**MOTION:** Mr. Cox, seconded by Ms. Romzek to open the public hearing. Motion carried 5-0-0

Director Dearborn gave a brief overview of the item stating that previous issues with DOT setbacks have now been resolved, therefore it is recommended by staff to approve and proceed with the final plat.

**MOTION:** Mr. Young, seconded by Ms. Romzek to close the public hearing. Motion carried 5-0-0

**OLD BUSINESS**

None

**NEW BUSINESS**

**1. Final Subdivision Plat – Tayco Road – Habitat for Humanity – Parcel 1210380501**

Director Dearborn reiterated that all concerns regarding the DOT and Register of Deeds have been resolved.

There was a short discussion among the commissioners.

**MOTION:** Mr. Cox, seconded by Ms. Romzek to approve the Final Subdivision Plat on Parcel 1210380501 with the following conditions:

1. All taxes and assessments shall be paid prior to the Village affixing signatures on the final plat.
2. All homes built in this subdivision, since there is no development agreement, shall pay all fees with the building permit including fees in lieu of park land dedication.
3. The applicant shall provide the Village with a copy of the recorded final plat.

Motion carried 5-0-0

**OTHER BUSINESS**

**1. Development Activity Report**

Director Dearborn reviewed the November Building Report.

**COMMUNICATIONS**

No comments.

**PUBLIC FORUM**

No comments.

**ADJOURN**

At 5:43 p.m., **MOTION:** Mr. Cox, seconded by Ms. Romzek to adjourn. Motion carried 5-0-0

Respectfully submitted,

Dan Dieck  
Associate Planner

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

# FOX CROSSING UTILITIES

## WATER MAIN BREAK/MISC WATER REPAIR REPORT DECEMBER, 2024

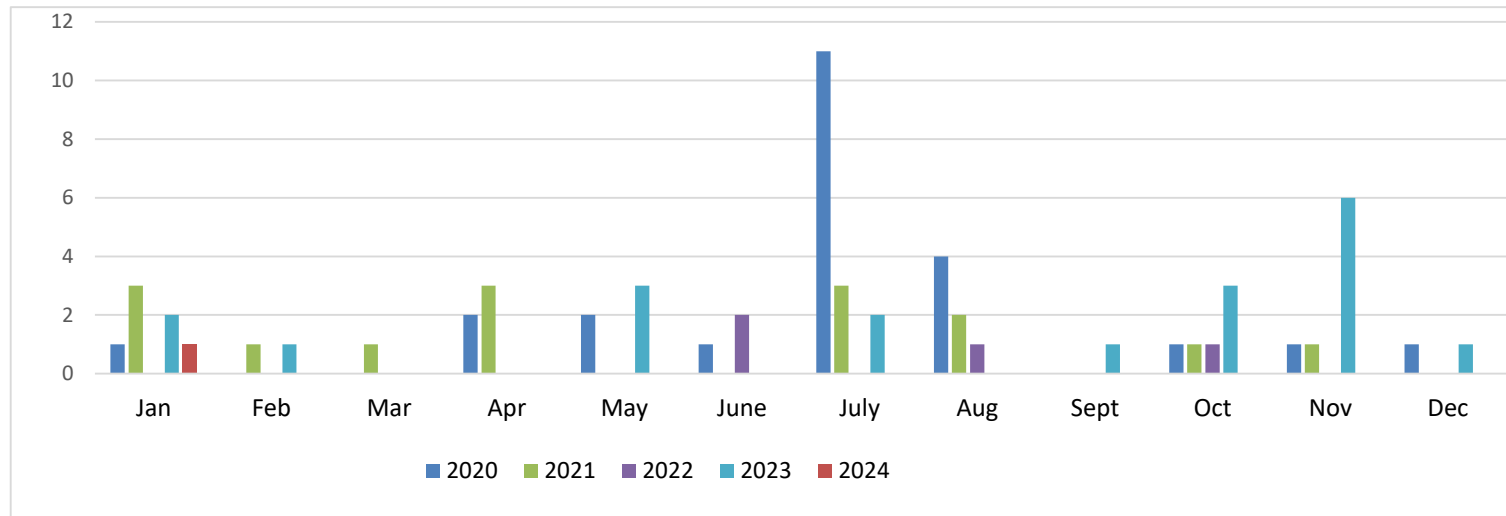
### Water Main Breaks

12/28/2024

1721 Acorn Ct

6" Water Main Break

<b>Total water main breaks year to date for 2024 =</b>	<b>19</b>
<b>Total water main breaks this time in 2023 =</b>	<b>4</b>



YEAR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
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	1	0	1	0	0	4
2024	2	1	0	0	3	0	2	0	1	3	6	1	19

### Utility Repairs

- 1 12/3/2024
- 2 12/4/2024
- 3 12/4/2024
- 5 12/10/2024
- 6 12/13/2024
- 7 12/14/2024

- 1825 Novak Dr  
 54 Fair Oaks Dr  
 1146 Redwood Ln  
 1853 Shady Ln  
 811 Lynch Ave  
 321 Allison Dr

- Repaired Leaking Hydrant  
 Repaired Stop Box Top  
 Repaired 3/4" Service Leak  
 Replace 1" Stop Box  
 Frozen Pipe After Meter  
 Frozen Pipe After Meter

# FOX CROSSING UTILITIES

## Utility Miscellaneous

- 1 STARTED PUMPING HYDRANTS FOR COLD WEATHER.
- 2 STARTED VALLEY ROAD RELAY.
- 3 CONTINUED EXERCISING MAIN LINE VALVES.
- 4 CONTINUED WORKING ON EXCHANGING SMALL METERS.
- 5 CONTINUED WORKING ON MOVING ENCODERS FOR METERS THAT ARE NOT READING FROM ANTENNAS
- 6 CONTINUED WITH LEAK DETECTION IN PROBLEM AREAS.

## WASTEWATER REPAIR/MISC REPORT DECEMBER, 2024

### Wastewater Miscellaneous

1	Lift Station #1 - Brighton Beach Rd	<i>Cleaned transducer. Routine monthly maintenance. Cleaned check valves.</i>
2	Lift Station #2 - Lakeshore Dr & Frances St	<i>Routine monthly maintenance. Replaced the low float.</i>
3	Lift Station #3 - Lakeshore Dr	<i>Cleaned check valves. Routine monthly maintenance.</i>
4	Lift Station #4 - Memorial Dr/Foster St	<i>Cleaned check valves. Routine monthly maintenance.</i>
5	Lift Station #5 - Green Patch	<i>Routine monthly maintenance.</i>
6	Lift Station #6 - Calumet St	<i>Cleaned check valves. Routine monthly maintenance.</i>
7	Lift Station #7 - Stroebe Rd & Harry's Gateway	<i>Cleaned check valves. Routine monthly maintenance.</i>
8	Lift Station #9 - County Rd II (Winchester Rd)	<i>Cleaned transducer. Routine monthly maintenance.</i>
9	Miscellaneous:	<i>Lowered and replaced casting on West American Dr. Great Lakes repaired leaking manhole on Irish Rd. Vactored water valves. Inspected manholes on westside. Performed oil change on Vector.</i>



# FOX CROSSING UTILITIES PUMPAGE REPORT

**MONTH: DECEMBER, 2024**

Total water purchased & pumped from wells											
EAST SIDE				WEST SIDE					TOTAL PUMPED X 1,000	Compare to same month in 2023	
<i>DEEP WELL #5 X 1,000</i>	<i>DEEP WELL #7 X 1,000</i>	<i>PURCHASED CTY/MENASHA X 1,000</i>	<i>TOTAL EAST X 1,000</i>	<i>DEEP WELL #3 X 1000</i>	<i>DEEP WELL #4 X 1,000</i>	<i>DEEP WELL #6 X 1,000</i>	<i>DEEP WELL #8 X 1,000</i>	<i>TOTAL WEST X 1,000</i>			
<b>TOTAL</b>	1,098	16,492	12,035	29,625	18,300	4,318	8,625	4,487	35,730	65,355	71,522
<b>AVERAGE/DAY</b>	35	532	388	955	590	139	278	145	1,152	2,107	2,308
<b>MAXIMUM/DAY</b>	561	626	476	1,073	1,188	1,287	762	1,039	1,516	2,589	2,711
<b>MINIMUM/DAY</b>	-	-	298	879	-	-	-	-	942	1,821	1,968

SERVICE PUMPAGE (Water pumped to distribution system)							
EAST SIDE			WEST SIDE			TOTAL SERVICE PUMPAGE TOTAL EAST & WEST X 1,000	Compare to same month in 2023
<i>PLANT #2 X 1,000</i>			<i>PLANT #3 X 1,000</i>	<i>PLANT #4 X 1,000</i>	<i>TOTAL WEST SIDE X 1,000</i>		
<b>TOTAL</b>	27,090		22,546	12,540	35,086	62,176	68,940
<b>AVERAGE/DAY</b>	874		727	405	1,132	2,006	2,224
<b>MAXIMUM/DAY</b>	1,044		1,287	1,011	2,298	2,386	2,620
<b>MINIMUM/DAY</b>	737		354	-	354	1,679	1,969

WATER LEVEL READINGS						
	EAST SIDE <i>DEEP WELLS</i>		WEST SIDE <i>DEEP WELLS</i>			
	<i>#5</i>	<i>#7</i>	<i>#3</i>	<i>#4</i>	<i>#6</i>	<i>#8</i>
<b>AVERAGE STATIC</b>	-	159'	54'	53'	55'	37'
<b>AVERAGE PUMPING LEVEL</b>	351'	351'	152'	149'	180'	223'

East Side System Purchased Water			
Month 2024	40%	Month 2023	44%
Year-to-Date	45%	Year-to-Date	44%
		Month, 2022	38%
		Year-to-Date	39%

RES #250127-1

**CERTIFIED SURVEY MAP – 2285 BUTTE DES MORTS BEACH ROAD**

WHEREAS, the applicant, Wild Ones Natural Landscapers, LTD, requests approval of a Certified Survey Map (CSM) to divide the parcel located at 2285 Butte Des Morts Beach Road (parcel #12101010702) into two (2) parcels; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their January 15, 2025 meeting and recommended approval of the Certified Survey Map with the following conditions:

1. All fees shall be paid prior to the Village affixing signatures on the Certified Survey Map.
2. The applicant shall provide the Village with a final copy of the recorded CSM.

Planning Commission:   6   Aye   1   Nay   0   Excused   0   Abstain

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby recommends approval of the Certified Survey Map with the above conditions.

BE IT FURTHER RESOLVED that the Board directs the Village staff to contact the Department of Natural Resources to ensure the Department is aware of the deed restrictions currently on parcel #12101010702.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: George Dearborn, AICP, Director of Community Development*

*Submitted by: Dale A. Youngquist, Village President*

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

# PLANNING COMMISSION MEMO

Date: January 8, 2025  
To: Village Planning Commission Members  
From: George L. Dearborn Jr., AICP Director of Community Development  
RE: Agenda Item 3 –Wild Ones Certified Survey Map (CSM)

## Overview

The applicant is proposing a CSM to create two parcels from the current parcel which was created in 2012. A conditional use permit (CUP) was granted in 2008 for the use of a home that was surrounded by this property for the headquarters for the Wild Ones.

A combination of Stewardship Funds and private donations were used to purchase and assemble this conservation area of 16.01 acres for the enjoyment of the public.

The property is zoned R-1 Rural Residential and the future land use map for the Village shows this property as Parks Recreation and Conservancy. Staff asked for an opinion from our Village Attorney about the ability of Wild Ones to split up the property and sell the Headquarters building as a private residence due to the conditional use permit (CUP) provisions and the funding for the original project. Our attorney has advised us that they can. We are under the understanding that Wild Ones desires to divest themselves of both the headquarters and the balance of the property.

The Wild Ones has indicated a desire to donate the proposed lot two to another public entity. Currently the staff is not aware of any pending transfers. The Village granted tax exemption for the headquarters and limited the fees for connection of the “House” Office to public water and sewer in 2023.

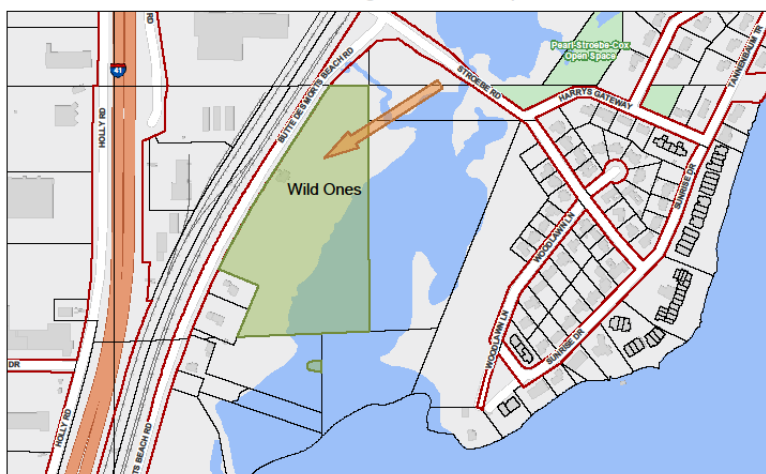
## Staff Recommendation

Staff originally recommended postponement of action on this CSM but our Village Attorney can find no reason for this postponement. Staff has not found any restrictions on the donations used to purchase the home. The remaining property is restricted by the Stewardship grant. This is a critical environmental area adjacent to Little Lake Butte Des Morts. It is a significant wetland with many native species, and it needs to be protected and preserved as Wild Ones is currently doing. The transfer of the home to a private owner would eliminate its use as for property maintenance or for restroom facilities.

Unfortunately without any evidence that the private donations collected by Wild Ones to purchase the home the Village does not have any known legal authority to prohibit the creation of the CSM or the homes sale to a private owner.

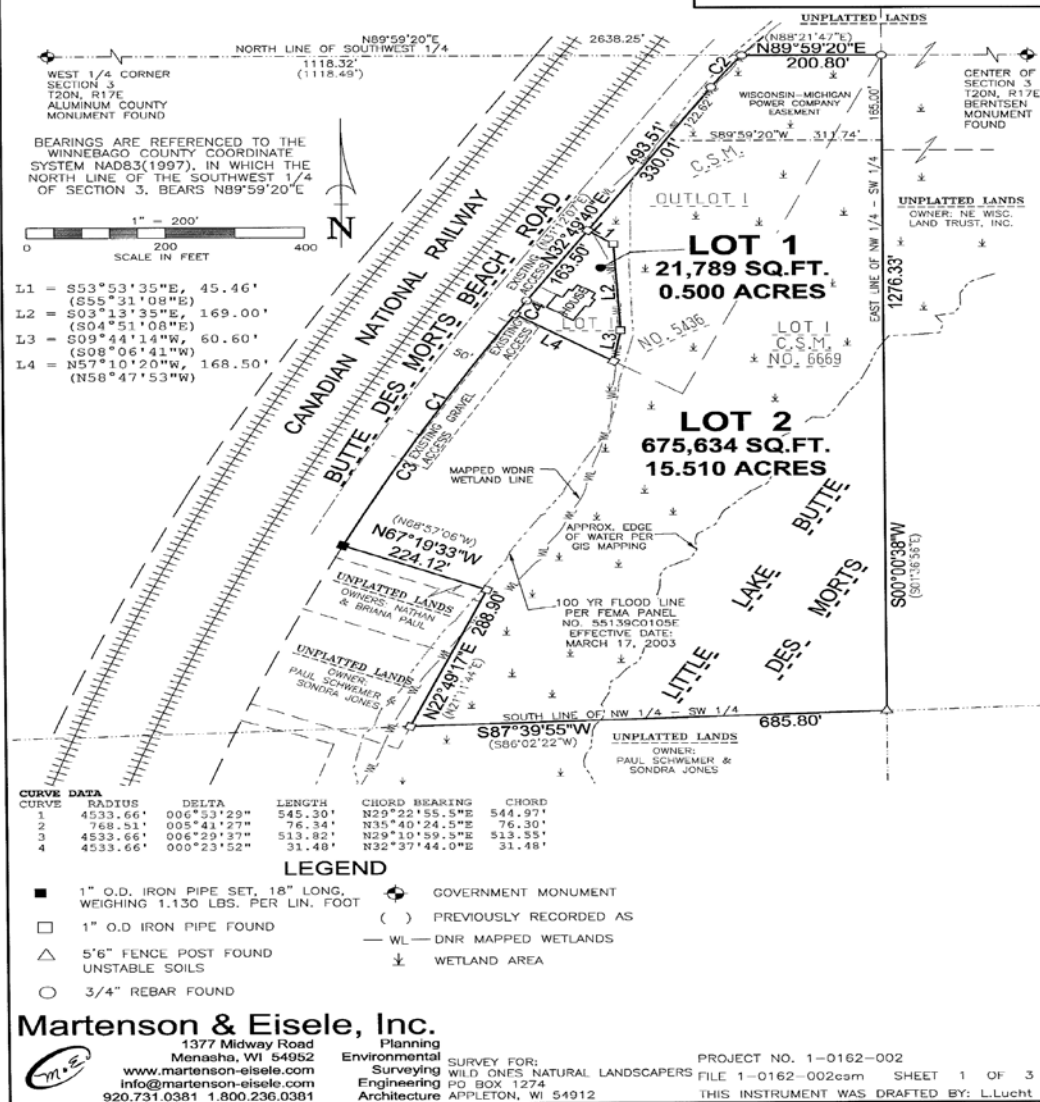
Thus staff reluctantly recommends that if this CSM is approved that we receive a copy of the recorded CSM and proof that all fees are paid. This is currently a tax exempt parcel. Staff’s further hope is that an individual or group acquire the home and continue to use it to promote this valuable land.

Fox Crossing Public Web Map



Proposed CSM

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6669, BEING**  
**PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4,**  
**SECTION 3, TOWNSHIP 20 NORTH, RANGE 17 EAST,**  
**VILLAGE OF FOX CROSSING, WINNEBAGO COUNTY, WISCONSIN.**



Rich and Pat Fischer  
8685 Oakwood Ave  
Neenah, WI 54956

Fox Crossing Planning Commission and  
Fox Crossing Town Board  
2000 Municipal Drive  
Neenah, WI 54956

Date: January 8, 2025

Re: Rezoning of Wild Ones Property, parcel # 12101010702

We are writing today regarding the request by Wild Ones to subdivide the Wild One's 16.0 acre conservancy property into two parcels. The two parcels consist of the building and 1.5 acres and the 14.5 acre prairie, woodlands, and marsh. The stated intent is to sell the building and 1.5 acre as residential and transfer the 14.5 acre conservancy area to a not-for-profit or governmental agency.

We ask the Planning Commission and Town Board to defer their decision to subdivide the property until there is a definite plan and more clarity regarding who will take ownership of the conservation property and what the stewardship model will be going forward. It is likely the next owners of the conservancy will need the building and services to maintain the property. The building will permit the new owners access to meeting rooms, office space, restrooms, kitchen, garage, tool shed, outside water spigots, and electricity. Without the buildings and amenities it would be impossible to maintain the conservancy property.

We believe that Fox Crossing would best serve the community by keeping the conservancy property intact in its entire 16.0 acre parcel at this time so the entire parcel with the buildings could potentially go to the new caretakers as one unit. If the prospective owners did not want or need the buildings, then it would make sense to subdivide the property at that time.

We have been Wild Ones members for 23 years and have spent many hours volunteering on this conservancy site to build public paths and improve the native prairie and upland and wetland woodlands. During this time, our group of volunteers relied heavily on having access to the buildings and services. The property was purchased by membership as an office and meeting place and also to provide a native habitat and demonstration gardens. We would like to ensure it would be possible for the new owners to keep the WILD Center going as per its original intent as it is a wonderful benefit to the people, plants and wildlife of the Fox Valley.

Thank you for your consideration

Kind Regards,



Rich and Pat Fischer

Phone : 920-836-1817

RES #250127-2

**CERTIFIED SURVEY MAP – FOX CROSSING CREEK APARTMENTS, LLC**  
**(PARCEL #121021007)**

WHEREAS, the applicant, Fox Crossing Creek Apartments, LLC, requests approval of a Certified Survey Map (CSM) to divide parcel #121021007 (the Fox Crossing Creek Apartments located on East Shady Lane) into two (2) parcels; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their January 15, 2025 meeting and recommended approval of the Certified Survey Map with the following conditions:

1. All taxes and assessments shall be paid prior to the Village affixing signatures on the Certified Survey Map.
2. The applicant shall provide the Village with a final copy of the recorded CSM.
3. This Certified Survey Map is part of a Tax Increment Development District and any future land sales may need to be reviewed by the Village.

Planning Commission:   7   Aye   0   Nay   0   Excused   0   Abstain

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby recommends approval of the Certified Survey Map with the above conditions.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: George Dearborn, AICP, Director of Community Development*

*Submitted by: Dale A. Youngquist, Village President*

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk



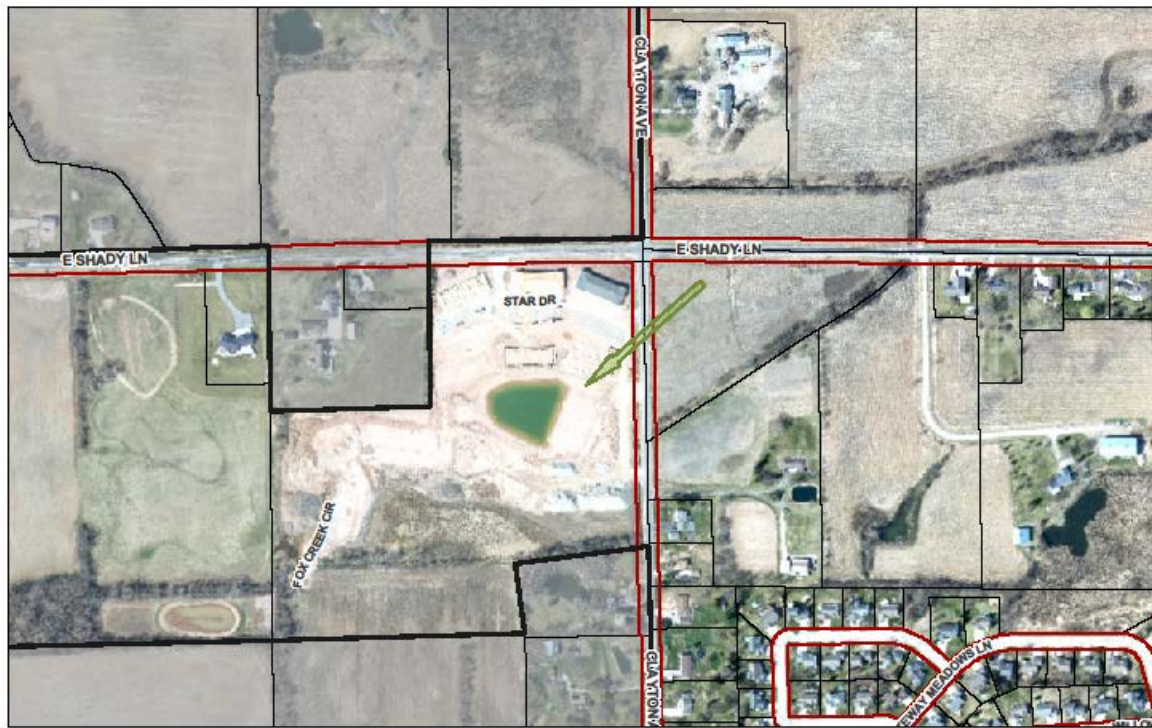
# PLANNING COMMISSION MEMO

Date: January 7, 2025  
 To: Village Planning Commission Members  
 From: George L. Dearborn Jr., AICP Director of Community Development  
 RE: Agenda Item 1 –Coppens Apartments (CSM)

**Overview**

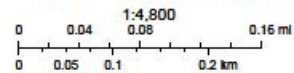
The applicant is proposing a CSM to create a second lot from the current one.  
 A location map and the proposed CSM follows:

**Fox Crossing Online GIS Map**

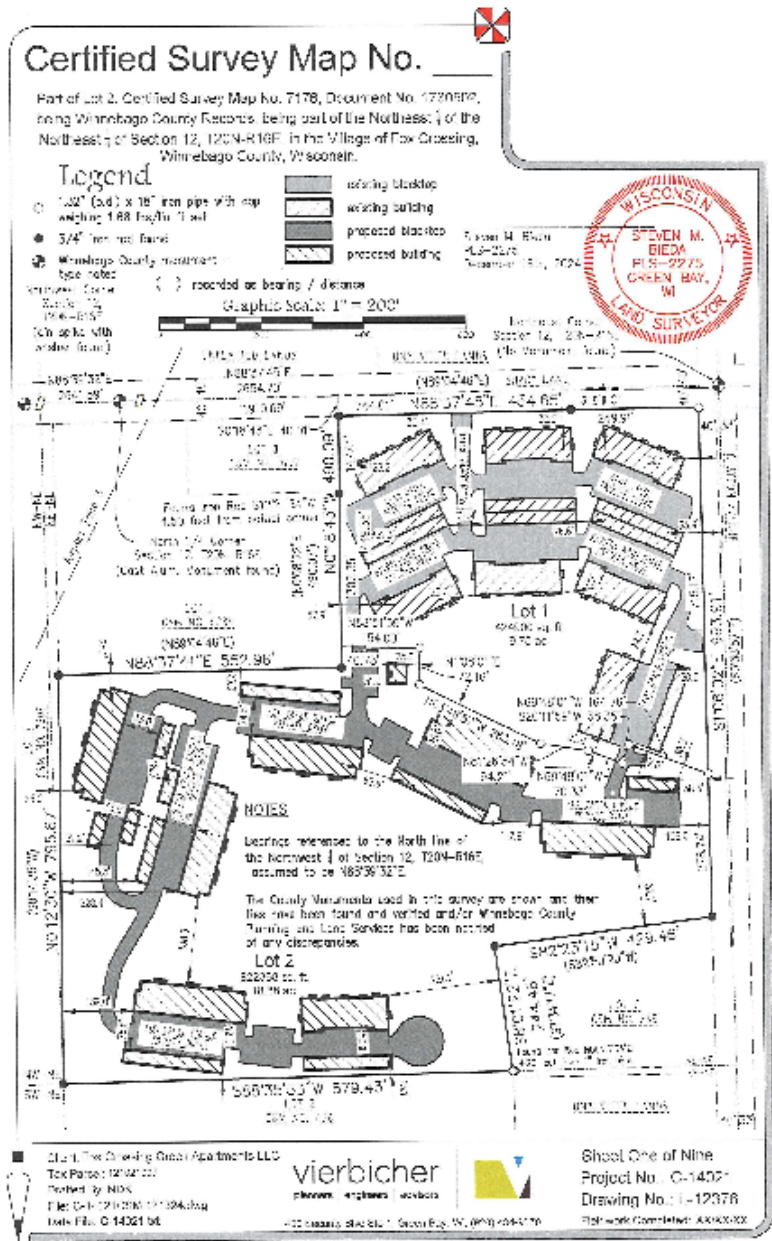


1/7/2025, 4:33:31 PM

- Fox Crossing Municipal Boundary
- Road ROW
- Parcels - Fox Crossing
- Other Municipality
- County Boundary



Village of Fox Crossing  
 Winnebago County, Outagamie County, Calumet County GIS



**Staff Recommendation**

Staff recommends approval of this CSM with the following conditions

1. All taxes shall be paid prior to recording
2. A final copy of the recorded CSM shall be forwarded to Community Development Department Staff.
3. This CSM is part of a Tax Increment Development District and any future land sales may need to be reviewed by the Village.



RES #250127-3

**CERTIFIED SURVEY MAP – 1366 APPLETON ROAD**

WHEREAS, the applicant requests approval of a Certified Survey Map (CSM) to divide the parcel located at 1366 Appleton Road (parcel #121033601) into two (2) parcels; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their January 15, 2025 meeting and recommended approval of the Certified Survey Map with the following conditions:

1. All taxes and assessments shall be paid prior to the Village affixing signatures on the Certified Survey Map.
2. The applicant shall provide the Village with a final copy of the recorded CSM.

Planning Commission:   7   Aye   0   Nay   0   Excused   0   Abstain

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby recommends approval of the Certified Survey Map with the above conditions.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: George Dearborn, AICP, Director of Community Development*

*Submitted by: Dale A. Youngquist, Village President*

\_\_\_\_\_  
Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

# PLANNING COMMISSION MEMO

Date: January 8, 2025  
 To: Village Planning Commission Members  
 From: George L. Dearborn Jr., AICP Director of Community Development  
 RE: Agenda Item 2 – Holly Dorn (CSM)

**Overview**

The applicant is proposing a CSM to create a second lot from the current one owned by Unity Church. She owns the adjoining lot. All the parcels are zoned B-3 General Commercial.

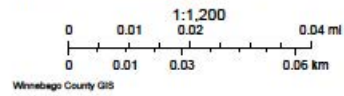
A location map and the proposed CSM follows:

Fox Crossing Online GIS Map



1/8/2025, 10:37:34 AM

- Fox Crossing Municipal Boundary
- Road ROW
- Parcels - Fox Crossing
- Other Municipality
- County Boundary



Winnesh County GIS  
 Village of Fox Crossing  
 Winnesh County, Outagamie County, Calumet County GIS

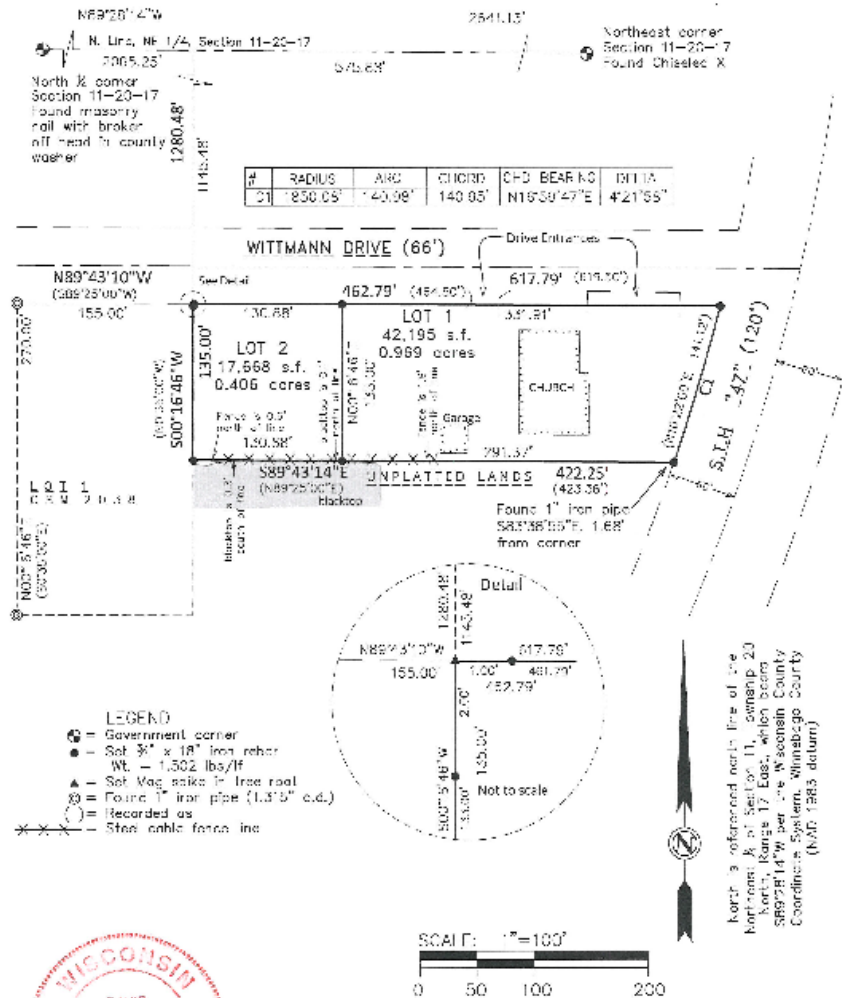
**Staff Recommendation**

Staff recommends approval of this CSM with the following conditions

1. All taxes shall be paid prior to recording
2. A final copy of the recorded CSM shall be forwarded to Community Development Department Staff.

**Certified Survey Map**

Lot 1 of Certified Survey Map 2038 being part of the Northeast 1/4 of the Northeast 1/4 of Section 11, T20N, R17E, Village of Fox Crossing, Winnebago County, Wisconsin



David Hebert PLS *10-11-24* date

DRAFTED BY: **Hebert Associates, Inc.**  
 Land Surveying  
 1110 W. Wisconsin Ave. Appleton, WI 54914  
 920-754-8573 Fax: 920-734-3988

SHEET # 1 of 2 FILE # 21080M01

RES #250127-4

**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEENAH AND THE VILLAGE OF FOX CROSSING FOR THE LARSEN ROAD RECONSTRUCTION PROJECT FROM COUNTY HIGHWAY CB (CTH CB) TO CLAYTON AVENUE, TO INCLUDE A 2025 BUDGET AMENDMENT FOR FUNDS FOR THE PROJECT**

WHEREAS, the Town of Neenah and Village of Fox Crossing jointly share jurisdiction of a portion of Larsen Road located between County Highway CB (CTH CB) and Clayton Avenue; and

WHEREAS, the Town and Village have agreed to commence a joint project to reconstruct Larsen Road with the installation of storm sewer, the installation of a ten (10) foot wide asphalt off-road trail, and the improvement of the intersection of Larsen Road and Rocket Way; and

WHEREAS, the Town of Neenah has received a Wisconsin Department of Transportation (WisDOT) Town Road Improvement Supplemental (TRIS) grant to aid in offsetting the costs of the project; and

WHEREAS, the terms of conducting the joint project are memorialized in the Intergovernmental Cooperation Agreement Between the Town of Neenah and the Village of Fox Crossing for the Larsen Road Reconstruction Project from CTH CB to Clayton Avenue, as attached; and

WHEREAS, a Village of Fox Crossing 2025 Budget Amendment in the total amount of \$225,000, is necessary to provide funds for the Village portion of the necessary improvements, as attached.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the Intergovernmental Cooperation Agreement between the Town of Neenah and the Village of Fox Crossing for the Larsen Road Reconstruction Project from CTH CB to Clayton Avenue, as attached.

BE IT FURTHER RESOLVED, that the Village Board approves a 2025 Budget Amendment to provide funds for the Larsen Road Reconstruction project, as attached.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: Jeffrey Sturgell, Village Manager*

*Submitted by: Dale A. Youngquist, Village President*

\_\_\_\_\_  
Dale A. Youngquist, Village President

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk

**Intermunicipal Agreement  
Between the  
Town of Neenah and Village of Fox Crossing  
Larsen Road Reconstruction from  
County Highway CB (CTH CB) to Clayton Avenue**

WHEREAS, the Town of Neenah and Village of Fox Crossing jointly share jurisdiction of a portion of Larsen Road located between County Highway CB and Clayton Avenue; and

WHEREAS, the Town of Neenah and Village of Fox Crossing desire to improve Larsen Road to include the following improvements (herein the "Project"):

1. The reconstruction of approximately 4,867 feet of Larsen Road, with approximately 3,317 feet of rural cross section, and approximately 1,550 of urban cross section, the location of which is shown in the attached **Exhibit A**.
2. A conceptual Project plan is attached hereto as **Exhibit B**.
3. Installation of storm sewer under the ditches to reduce the depth of ditches and provide flatter side slopes.
4. Installation of a ten (10) foot wide off-road shared use path on one side of the road to accommodate bicycle and pedestrian traffic.
5. Installation of five (5) foot wide paved shoulders on Larsen Road to provide on-road bicycle accommodation.
6. Improvement of intersection of Larsen Road and the newly constructed Rocket Way to include the installation of permanent traffic signals; and

WHEREAS, the Town of Neenah has received a Wisconsin Department of Transportation (hereinafter "WisDOT") Town Road Improvement Supplemental (Hereinafter "TRIS") grant that will pay up to the lesser of (a) 90% of participating costs of the Project or (b) \$2,174,649.00. The proposed Project is estimated to cost of \$3,463,121.64. Attached as **Exhibit C** is an Initial Cost Estimate for the Project. The parties recognize that this document is an estimate only, that actual final costs may differ, and that the parties' payment responsibilities under this Agreement will be based on final costs.

**SECTION 1 PARTIES**

The Town of Neenah, a Wisconsin Township with primary offices at 1600 Breezewood Lane, Neenah, Wisconsin 54956 (hereinafter the "Town") and the Village of Fox Crossing, a Wisconsin municipal corporation with primary offices at 2000 Municipal Drive, Neenah, Wisconsin, 54956 (hereinafter the "Village") enter into this Intergovernmental Cooperation Agreement ("Agreement"), on the last date shown on the signature lines below, pursuant to §66.0301, Wis. Stats. The Town and Village may be referred to collectively as the "Parties" or individually as a "Party."

## SECTION 2 LOCATION

The Town and the Village agree to pursue the Project in 2025 from County Highway CB to Clayton Avenue, the location of which is shown on the attached **Exhibit A**.

## SECTION 3 PROJECT DESCRIPTION

- 3.1 The Project shall consist of unclassified excavation with the installation of a 22-foot wide five (5) inch thick hot mix asphalt roadway and a combination of shoulder types both rural and urban cross sections.
- 3.2 Turn lanes will be added at the intersection of Clayton Avenue with Larsen Road and at the intersection of Larsen Road and Rocket Way for the new Neenah High School.
- 3.3 The total length of roadway being reconstructed is 4,867 linear feet, with approximately 3,317 feet of rural cross section and 1,550 feet of urban cross section. The rural section will host a seven (7) foot shoulder of which five (5) feet will be paved. The urban section of shoulder will consist of five (5) foot hot mix asphalt with a two (2) foot concrete gutter pan.
- 3.4 Storm sewer will be installed under the ditches in order to reduce the depth of the ditches and to provide flatter slopes.
- 3.5 Of 4,867 linear feet of the project, 3,729 of the roadway is located in the Town, and 1,138 linear feet of the roadway is shared roadway between the Town and Village. Other than the specific exceptions indicated below in Section 5, the Town shall therefore be responsible for 88.3% of the total project costs, and the Village shall be responsible for 11.7% of the total project costs.
- 3.6 A conceptual Project plan is attached hereto as **Exhibit B**.

## SECTION 4 LEAD AGENCY

- 4.1 The Town shall be the lead agency on the Project and shall be responsible to administer the entire Project, with responsibilities to include, but not limited to, preparing all engineering plans and specifications, preparing all contract documents necessary to solicit bids, bidding for the work, and project construction administration. In consideration of the Town assuming these responsibilities, the Village will pay to the Town 11.7% of the Engineering for Road Design, 11.7 % of Cost to Apply for LRIP Award, and 11.7 % of Administrative Fee costs included in **Exhibit C**.
- 4.2 The Town shall provide to the Village, and the Village shall review and comment on the plans and contract documents prior to bid solicitation. The Village shall be included as a third-party beneficiary of the contract, and the Village shall be an additional insured.
- 4.3 The Town and Village agree each municipality shall have an opportunity to participate in the bid opening and to review bid prices prior to the Town's acceptance of the lowest responsible bidder. The parties acknowledge that the Town must award the project to the contractor that it determines is the lowest responsible bidder.
- 4.4 The Town and Village agree that the Town will be responsible for performing project inspection work.

## SECTION 5 PAYMENT

- 5.1 When the reconstruction contract is awarded, the Town shall be the primary payer for all contract work. The Village shall reimburse the Town for the Village's share of Project costs within 30 days of invoice.
- 5.2 Project costs shall be assigned and paid by the Town and Village as follows:
- a) Each Party shall directly pay its own cost of land acquisition, right of way, and easements, except to the extent paid for by WisDOT or other governmental agency.
  - b) The Village may install sanitary sewer facilities along Larsen Road from Rocket Way to Clayton Avenue. The Village shall provide to the Town, and the Town shall review and comment on the plans and contract documents prior to bid solicitation, in conformance with **Exhibit D**. The Village shall cover 100% of the costs of the sanitary design, engineering, labor, materials, and all other costs related to the sanitary sewer facilities.
  - c) All other Project costs, including but not limited to professional design, professional engineering, third-party labor, materials, and short-term financing directly related to the Project shall be allocated as follows:
    1. The Town shall diligently pursue the TRIS grant referenced herein and the Village shall reasonably cooperate to ensure that the TRIS grant is finally approved and received. Any TRIS funds received shall be used to pay the remaining Projects costs prior to further allocation to the Parties.
    2. After available TRIS funds have been received, applied to project costs and exhausted, the Project costs associated with the assessable improvements to the intersection of Larsen Road and Rocket Way including the installation of permanent traffic signals shall be paid by the Village, but said Project costs shall be passed on to the Neenah Joint School District via billing, special assessments, special charges, or other legal means.
    3. After available TRIS funds have been received, applied to Project costs, and exhausted, the remaining Project costs shall be allocated by assigning 88.3% to the Town and 11.7% to the Village.
- 5.3 The Town shall review and recommend action on change orders in consultation with the Village.

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

**Village of Fox Crossing**

**Town of Neenah**

By: \_\_\_\_\_  
Dale A. Youngquist, Village President

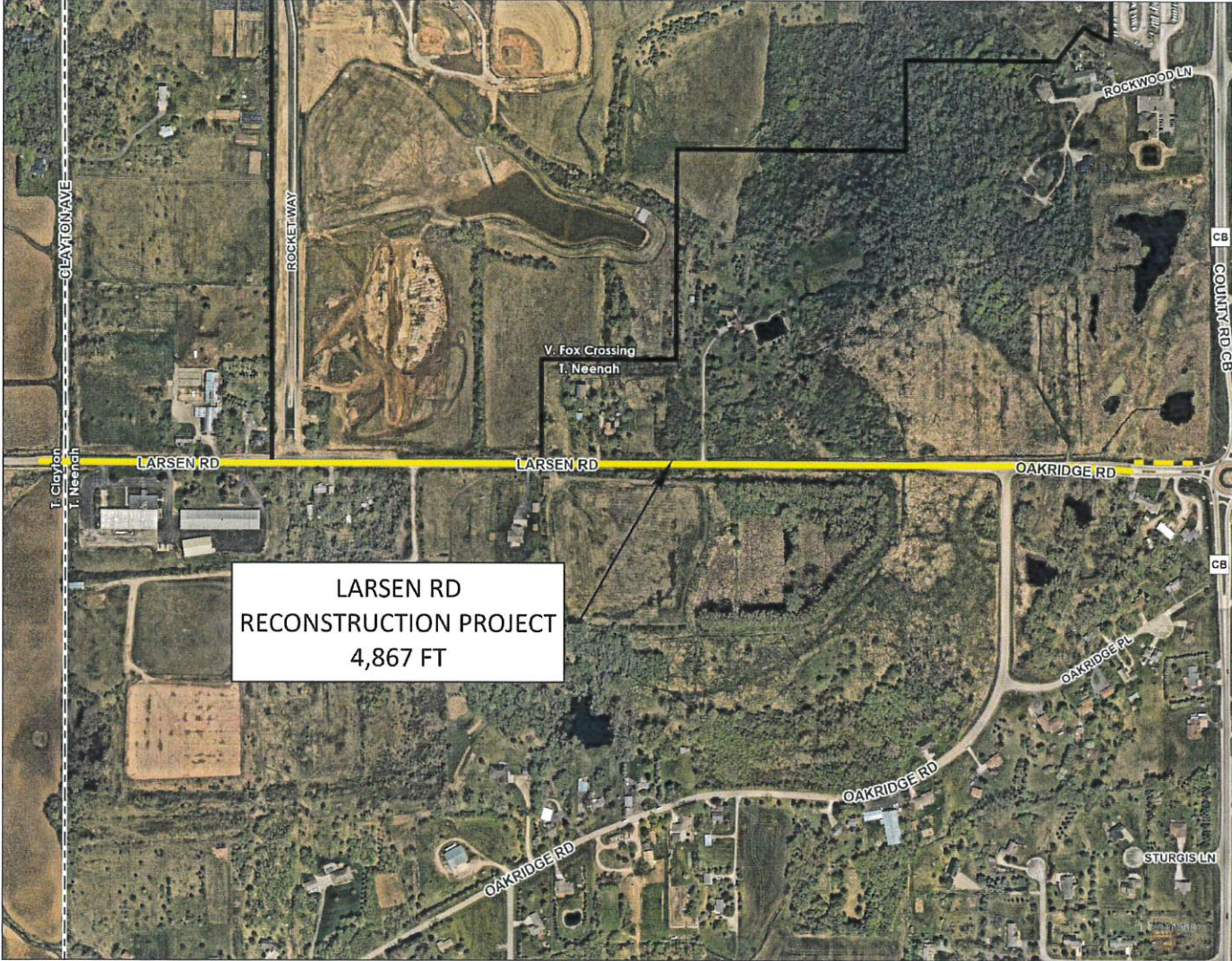
By: Robert E. Schmeichel  
Robert Schmeichel, Town Chairman

Attest: \_\_\_\_\_  
Darla M. Fink, Village Clerk

Attest: Ellen Skerke  
Ellen Skerke, Town Clerk



EXHIBIT A



## **EXHIBIT B**

The reconstruction of Larsen Road from Clayton Avenue east to CTH 'CB' will be an overall length of 4,867 feet. Turn lanes will be added at the intersection of Clayton Avenue with Larsen Road and at the intersection of Larsen Road and Rocket Way for the new Neenah High School. Traffic signals with turn lanes will be installed at the intersection of Larsen Road and Rocket Way.

Pavement type will be hot mix asphalt, 22 feet wide and a combination of shoulder types both rural and urban cross sections.

The majority of the project will consist of a rural typical roadway section with storm sewer under the ditches in order to reduce the depth of the ditches and to provide flatter side slopes. However, the intersections with Clayton Avenue and new high school entrance will require urbanization in order to minimize right-of-way acquisition. The rural section of 3,317 feet will consist of a 7-ft shoulder of which 5-ft will be paved. The urban section of 1,550 feet will consist of 5-ft of HMA plus a 2-ft concrete gutter pan.

There will be a 10-ft wide off-road shared use path along one side of Larsen Road to accommodate pedestrian and bicycle traffic. The 10-ft wide shared use path will be on the north side of Larsen road. In addition to the shared use path, the 5-ft paved portion of the Larsen Road shoulders will also provide bike accommodations. The Larsen Road/Oakridge Road corridor has significant areas of wetlands on both sides of the roadway. The Town will not construct a sidewalk on the south side of the roadway as part of this project in an effort to minimize impacts to the wetlands.

# EXHIBIT C (page 1)

**Larsen Road - Participating Costs (Rural Option)**

**Revised Cost Estimate for**

Clayton Ave - CTH CB Analysis based on Confirmed LRIP- TRIS Funding

Date: 1/1/2025 - McMahon Opinion of Probable Costs  
 Let Date: 2025 Construction

Total Construction	\$ 3,298,211.09
Contingency 5%	\$ 164,910.55
Estimated Total Construction	\$ 3,463,121.64
Variance from 2022 LRIP Application	\$ 329,621.64

Traffic Light  
6.43% for Incidentals

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1 Clearing	STA	24.00	\$867.248	\$20,813.95
2 Grubbing	STA	24.00	\$618.321	\$14,839.70
3 Removing Small Pipe Culverts	EACH	13.00	\$484.975	\$6,304.68
4 Removing Concrete Pavement	SY	22.80	\$23.805	\$542.75
5 Removing Curb and Gutter	LF	772.00	\$5.932	\$4,579.50
6 Removing Curb Basins	EACH	2.00	\$533.179	\$1,066.36
7 Removing Inlets	EACH	5.00	\$512.278	\$2,561.39
8 Removing Storm Sewer Size 12 inch	LF	45.00	\$25.000	\$1,125.00
9 Removing Storm Sewer Size 24 inch	LF	509.00	\$30.000	\$15,270.00
10 Excavation Common	CY	12007.75	\$13.367	\$160,507.59
11 Excavation Marsh	CY	28954.93	\$8.088	\$233,375.44
12 Select Borrow	CY	10355.00	\$10.944	\$113,325.12
13 Finishing Roadway (project)	EACH	1.00	\$5,000.000	\$5,000.00
14 Base Aggregate Dense 3/4"	TON	764.00	\$30.834	\$23,557.18
15 Base Aggregate Dense 1 1/4"	TON	13575.00	\$14.651	\$199,585.33
16 Breaker Run	TON	18618.00	\$14.756	\$274,727.21
17 HMA Pavement 3MT	TON	3757.00	\$80.492	\$302,408.44
18 HMA Pavement 4MT	TON	2505.00	\$88.361	\$221,344.31
19 Asphaltic Surface	TON	1322.00	\$116.879	\$154,514.04
20 Culvert Pipe Reinforced Concrete Class IV 18-inch	LF	150.00	\$98.809	\$14,821.35
21 Culvert Pipe Reinforced Concrete Class IV 24-inch	LF	95.00	\$139.213	\$13,225.23
22 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-inch 12-inch	EACH	9.00	\$1,187.174	\$10,684.57
23 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-inch 15-inch	EACH	1.00	\$1,494.259	\$1,494.26
24 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-inch 18-inch	EACH	4.00	\$1,506.360	\$6,025.44
25 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-inch 24-inch	EACH	2.00	\$1,683.458	\$3,366.92
26 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-inch 30-inch	EACH	1.00	\$2,081.075	\$2,081.07
27 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x36-inch	LF	20.00	\$145.000	\$2,900.00
28 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x36-inch	LF	246.00	\$225.000	\$55,350.00
29 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical	EACH	1.00	\$1,648.286	\$1,648.29
30 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x36-inch	EACH	6.00	\$1,708.567	\$10,251.40
31 Culvert Pipe Salvaged 15-inch	LF	22.00	\$131.600	\$2,895.20
32 Apron Endwalls for Culvert Pipe Salvaged 15-inch	EACH	1.00	\$300.000	\$300.00
33 Concrete Curb and Gutter 30-inch Type D	LF	6515.00	\$23.833	\$155,272.00
34 Concrete Sidewalk	SF	378.00	\$11.208	\$4,236.62
35 Curb Ramp Detectable Warning Field Natural Paving Natural Paving	SF	120.00	\$38.234	\$4,588.08
36 Concrete Driveway 6-inch	SY	185.00	\$75.870	\$14,035.95
37 Riprap Medium	CY	113.00	\$103.523	\$11,698.10
38 Erosion Mat Urban Class 1 Type B	SY	2400.00	\$2.481	\$5,954.40
39 Geotextile Type R	SY	170.00	\$5.579	\$948.43
40 Marking Line Epoxy 6-inch	LF	14825.00	\$1.178	\$17,463.85
41 Marking Line Epoxy 10-inch	LF	915.00	\$2.176	\$1,991.04
42 Marking Arrow Epoxy	EACH	6.00	\$294.730	\$1,768.38
43 Marking Word Epoxy	EACH	5.00	\$303.043	\$1,515.22

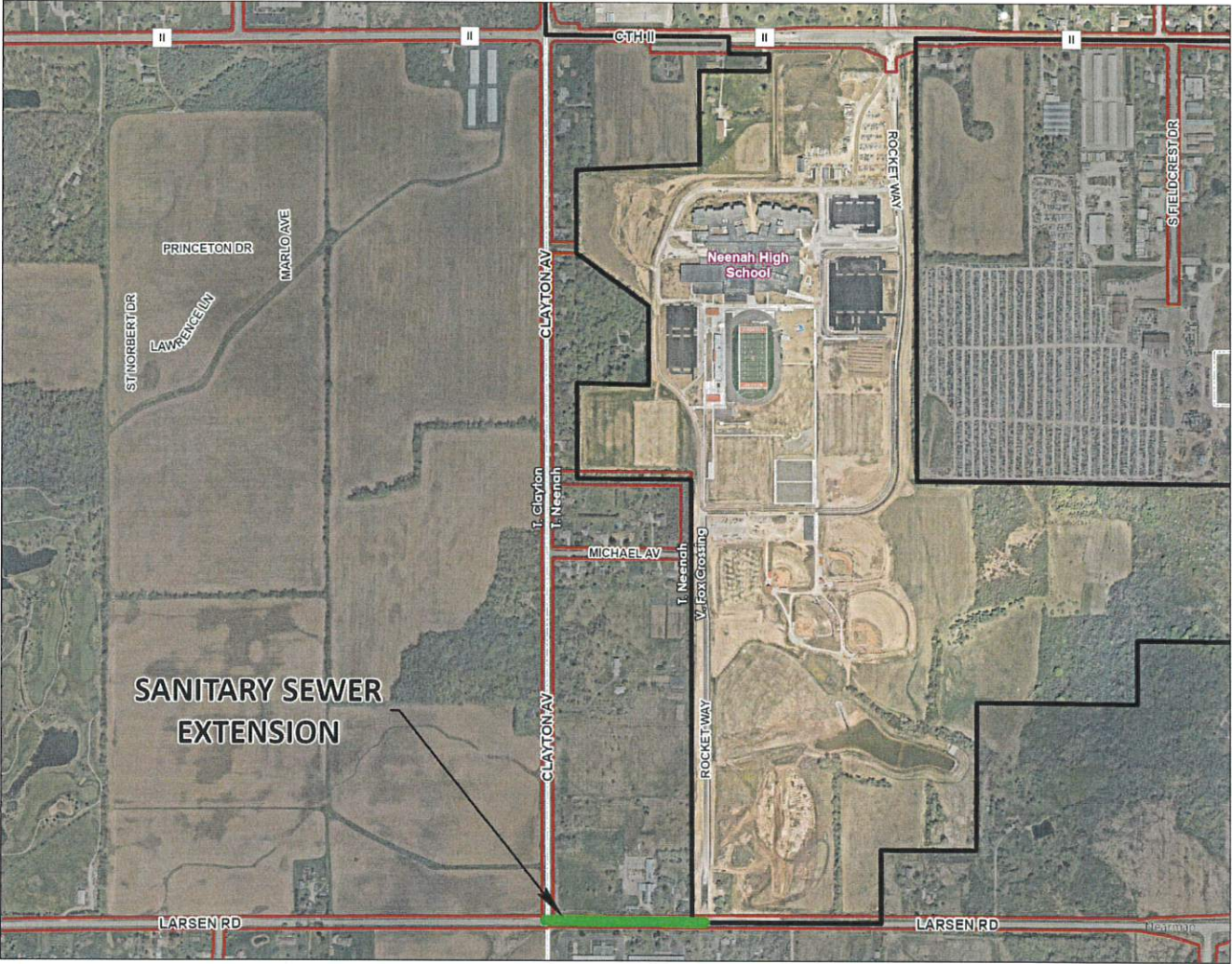
Town	Village	NJSD	TOTAL COST
\$18,378.72	\$2,435.23		\$20,813.95
\$13,103.46	\$1,736.24		\$14,839.70
\$5,567.03	\$737.65		\$6,304.68
\$479.25	\$63.50		\$542.75
\$4,043.70	\$535.80		\$4,579.50
\$941.60	\$124.76		\$1,066.36
\$2,261.71	\$299.68		\$2,561.39
\$993.37	\$131.63		\$1,125.00
\$18,483.41	\$1,786.59		\$15,270.00
\$141,728.20	\$18,779.39		\$160,507.59
\$206,070.51	\$27,304.93		\$233,375.44
\$100,066.08	\$13,259.04		\$113,325.12
\$4,415.00	\$585.00		\$5,000.00
\$20,800.99	\$2,756.19		\$23,557.18
\$149,743.85	\$19,841.48		\$169,585.33
\$242,584.13	\$32,143.08		\$274,727.21
\$267,026.65	\$35,381.79		\$302,408.44
\$195,447.03	\$25,897.28		\$221,344.31
\$136,495.90	\$18,078.14		\$154,514.04
\$13,087.25	\$1,734.10		\$14,821.35
\$11,677.88	\$1,547.35		\$13,225.23
\$9,434.48	\$1,250.09		\$10,684.57
\$1,319.43	\$174.83		\$1,494.26
\$5,320.46	\$704.98		\$6,025.44
\$2,972.99	\$393.93		\$3,366.92
\$1,837.58	\$243.49		\$2,081.07
\$2,560.70	\$339.30		\$2,900.00
\$48,874.05	\$6,475.95		\$55,350.00
\$1,455.44	\$192.85		\$1,648.29
\$9,051.99	\$1,199.41		\$10,251.40
\$2,556.46	\$338.74		\$2,895.20
\$264.90	\$35.10		\$300.00
\$137,105.18	\$18,166.82		\$155,272.00
\$3,740.94	\$495.68		\$4,236.62
\$4,051.27	\$536.81		\$4,588.08
\$12,393.74	\$1,642.21		\$14,035.95
\$10,329.42	\$1,368.68		\$11,698.10
\$5,257.74	\$696.66		\$5,954.40
\$837.46	\$110.97		\$948.43
\$13,420.58	\$2,043.27		\$15,463.85
\$0.00		\$1,991.04	\$1,991.04
\$0.00		\$1,768.38	\$1,768.38
\$0.00		\$1,515.22	\$1,515.22

## EXHIBIT C (page 2)

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	Town	Village	NJSD	TOTAL COST
44 Marking Stop Line Epoxy 18-Inch	LF	65.00	\$16.187	\$1,052.16	\$0.00		\$1,052.16	\$1,052.16
45 Marking Diagonal Epoxy 12-Inch	LF	561.00	\$10.519	\$5,901.16	\$0.00		\$5,901.16	\$5,901.16
46 Sanding Asphalt	LF	385.00	\$2.009	\$773.46	\$682.97	\$90.49		\$773.46
47 Sawing Concrete	LF	55.00	\$2.980	\$163.90	\$144.72	\$19.18		\$163.90
48 Restoration	SY	17000.00	\$4.000	\$68,000.00	\$60,044.00	\$7,956.00		\$68,000.00
49 Storm Sewer Pipe Reinf Conc 12"	LF	903.00	\$99.695	\$90,024.59	\$79,491.71	\$10,532.88		\$90,024.59
50 Storm Sewer Pipe Reinf Conc 15"	LF	22.00	\$131.598	\$2,895.16	\$2,556.43	\$338.73		\$2,895.16
51 Storm Sewer Pipe Reinf Conc 18"	LF	150.00	\$115.319	\$17,297.85	\$15,274.00	\$2,023.85		\$17,297.85
52 Storm Sewer Pipe Reinf Conc 30"	LF	1595.00	\$175.000	\$268,625.00	\$237,195.87	\$31,429.13		\$268,625.00
53 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class III HE-IV 24x38-Inch	LF	54.00	\$200.000	\$10,800.00	\$9,536.40	\$1,263.60		\$10,800.00
54 Manholes 4-FT Diameter	EACH	1.00	\$4,623.860	\$4,623.86	\$4,082.87	\$540.99		\$4,623.86
55 Manholes 5-FT Diameter	EACH	8.00	\$5,673.785	\$45,390.28	\$40,079.62	\$5,310.66		\$45,390.28
56 Manholes 5-FT Diameter	EACH	8.00	\$12,427.877	\$99,423.02	\$87,790.53	\$11,632.49		\$99,423.02
57 Inlets 3-FT Diameter	EACH	3.00	\$2,827.875	\$8,483.63	\$7,491.05	\$992.58		\$8,483.63
58 Inlets 2x3-FT	EACH	16.00	\$2,783.024	\$44,528.38	\$39,318.56	\$5,209.82		\$44,528.38
59 Manhole Covers Type J	EACH	8.00	\$666.446	\$5,331.57	\$4,707.78	\$623.79		\$5,331.57
60 Inlet Covers Type C	EACH	3.00	\$666.886	\$2,000.66	\$1,766.58	\$234.08		\$2,000.66
61 Inlet Covers Type H	EACH	24.00	\$875.241	\$21,005.78	\$18,548.10	\$2,457.68		\$21,005.78
62 Adjusting Manhole Covers	EACH	1.00	\$846.632	\$846.63	\$747.57	\$99.06		\$846.63
63 Pipe Underdrain Unperforated 6-Inch	LF	67.00	\$33.834	\$2,266.88	\$2,001.66	\$265.22		\$2,266.88
64 Fence Chain Link Salvaged 6-FT	LF	1045.00	\$40.000	\$41,800.00	\$36,909.40	\$4,890.60		\$41,800.00
65 Concrete Median Sloped Nose	SF	62.00	\$16.344	\$1,013.33	\$894.77	\$118.56		\$1,013.33
66 Traffic Signals	LS	1.00	\$200,000.000	\$200,000.00	\$0.00		\$200,000.00	\$200,000.00
67 TRAFFIC CONTROL - during construction	LS	1.00	\$40,000.000	\$40,000.00	\$32,748.00	\$4,680.00	\$2,572.00	\$40,000.00
68 Erosion Control	LS	1.00	\$35,000.000	\$35,000.00	\$28,654.50	\$4,095.00	\$2,250.50	\$35,000.00
69 Signing / Marking	LS	1.00	\$15,000.000	\$15,000.00	\$12,280.50	\$1,755.00	\$964.50	\$15,000.00
70 Signing / Marking	EACH	1.00	\$196,000.000	\$196,000.00	\$160,465.20	\$22,932.00	\$12,602.80	\$196,000.00
Mobilization				\$3,298,211.09	\$2,706,533.32	\$861,060.01	\$230,617.76	\$3,298,211.09
71 Contingency allowance				\$164,910.55	\$135,012.28	\$19,294.53	\$10,603.75	\$164,910.55
<b>TOTAL CONSTRUCTION COST</b>				<b>\$3,463,121.64</b>	<b>\$2,841,545.60</b>	<b>\$580,354.54</b>	<b>\$241,221.51</b>	<b>\$3,463,121.64</b>
72 LESS LRIP AWARD APPLIED				<b>(\$2,174,649.00)</b>	<b>(\$1,782,342.32)</b>	<b>(\$254,433.93)</b>	<b>(\$137,872.75)</b>	<b>(\$2,174,649.00)</b>
<b>COST OF CONSTRUCTION AFTER LRIP FUNDS APPLIED</b>				<b>\$1,288,472.64</b>	<b>\$1,059,203.28</b>	<b>\$325,920.61</b>	<b>\$103,348.76</b>	<b>\$1,288,472.64</b>
73 ENGINEERING - DESIGN of PROJECT				\$213,500.00	\$174,792.45	\$24,979.50	\$13,728.05	\$213,500.00
74 COST TO APPLY FOR LRIP AWARD				\$25,001.00	\$20,468.92	\$2,925.12	\$1,607.96	\$25,001.00
75 RIGHT OF WAY ACQUISITION				\$85,700.00	\$85,700.00	\$0.00	\$0.00	\$85,700.00
76 ENGINEERING FOR PROJECT MANAGEMENT - 11% of Construction Cost				\$380,943.38	\$311,878.35	\$44,570.38	\$24,494.66	\$380,943.38
<b>Total</b>				<b>\$1,993,617.03</b>	<b>\$1,652,042.39</b>	<b>\$198,395.60</b>	<b>\$143,179.04</b>	<b>\$1,993,617.03</b>
77 Admin Fee				\$0.00	\$0.00	\$19,839.56	\$14,317.90	\$34,157.46
<b>Grand Total</b>					<b>\$1,652,042.39</b>	<b>\$218,235.16</b>	<b>\$157,496.94</b>	<b>\$2,027,774.49</b>



EXHIBIT D



**FOX CROSSING  
2025 BUDGET AMENDMENT**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET	ADJUSTMENT REQUESTED	ADJUSTED BUDGET	COMMENTS
<b>Capital Projects Fund (401)</b>					
Expenditures/Transfers Out					
<b>Street Department</b>					
401-5300-650.08-43	Capital Outlay / Road Reconstruction	1,437,000	225,000	1,662,000	Larsen Road Project (Village Share)
<b>Total Capital Projects Fund Expenditure Adjustments</b>			<b>225,000</b>		
<b>Offset from Revenues/(expenses)/transfers:</b>					
401-5300-493.01-00	Proceeds from Borrowing	2,484,147	225,000	2,709,147	
<b>Total Capital Projects Fund Offsets</b>			<b>225,000</b>		

RES #250127-5

**INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF CLAYTON AND THE VILLAGE OF FOX CROSSING REGARDING THE SANITARY SEWER MAIN EXTENSION ON LARSEN ROAD FROM ROCKET WAY TO CLAYTON AVENUE**

WHEREAS, the Town of Clayton and the Village of Fox Crossing are parties to an Agreement for the Conveyance of Wastewater entered into on or about January 22, 2020; and

WHEREAS, in 2025, the Town of Neenah and the Village of Fox Crossing plan to reconstruct Larsen Road from County Highway CB (CTH CB) to Clayton Avenue; and

WHEREAS, future Town of Clayton Sanitary District No.1 sanitary sewer extension plans indicate a sanitary sewer main will be installed on Larsen Road from Rocket Way to Clayton Avenue; and

WHEREAS, it would be financially economical and efficient for the sanitary sewer main to be installed in 2025 in conjunction with the Larsen Road Reconstruction project to minimize future impacts to the newly reconstructed road; and

WHEREAS, the Village of Fox Crossing agrees to install a sanitary sewer main from Rocket Way to Clayton Avenue in 2025, with the Town of Clayton reimbursing the Village one-hundred percent (100%) of the costs of the extension; and

WHEREAS, the Town and Village agree to memorialize the terms of the agreement, as attached.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the Intermunicipal Agreement between the Town of Clayton and the Village of Fox Crossing for the Sanitary Sewer Main Extension on Larsen Road from Rocket Way to Clayton Avenue, as attached.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: Jeffrey Sturgell, Village Manager*

*Submitted by: Dale A. Youngquist, Village President*

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
CONCERNING SANITARY SEWER EXTENSION**

This Intergovernmental Agreement Concerning a Sewer Service Extension (this “**Agreement**”) is entered into by and between the Village of Fox Crossing, Wisconsin (hereinafter the “**Village**”) and the Town of Clayton, Wisconsin, Sanitary District No. 1 (hereinafter the Town of Clayton and the Sanitary District may be collectively referred to as the “**Town**”).

**WHEREAS**, Wis. Stat. §66.0301(1-5) permits municipal cooperation between municipalities for the receipt or furnishings of services or the joint exercise of any power of duty required or authorized by law, and any contract entered into to this end may provide a plan for the administration of the function or project and for the proration of expenses involved, and such section is to be interpreted liberally in favor of cooperative action between the municipalities; and

**WHEREAS**, the Village and Town are already parties to that certain Agreement for the Conveyance of Wastewater between said parties (hereinafter the “**Wastewater Agreement**”) entered into on or about January 22, 2020, amongst other related agreements; and

**WHEREAS**, under the Wastewater Agreement, the Village provides various interconnection points for the transportation of sanitary sewage originating in the Town through interceptors located in and owned by the Village; and

**WHEREAS**, at or about the time that the Village and Town enter into this Agreement, the Village is also entering into a third-party Intermunicipal Agreement between the Town of Neenah and the Village concerning the reconstruction of Larsen Road; as a part of said project, the Village has an option to install sanitary sewer facilities along Larsen Road from Rocket Way to Clayton Avenue; to avoid a future disturbance of said new road, it would be most economical for the Village to work with the Town (of Clayton) to install a section of sanitary sewer for the sole benefit of the Town for future interconnections between the Town and the Village.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1) During its participation in the reconstruction of Larsen Road, the Village will cause a sewer extension to be constructed and installed within Larsen Road right-of-way at the location shown in the attached **Exhibit A** to the approximate specifications shown in **Exhibit B**.
- 2) Prior to submitting the design and specifications for public bid, the Town shall have the absolute right to reject the bid packet, including, but not limited to, the design and specification documents and the proposed construction contract. The Town will be provided the bid packet with sufficient time for the Town’s engineer to review. In the event the Town rejects the bid packet, the Town shall have no obligation arising from this Agreement.



- 3) Prior to accepting a bid for the work to be done pursuant to the approved bid packet, the Town shall have the absolute right to reject any and all bids in its sole discretion, for no or any reason.
- 4) The Village may authorize and sign any change orders up to 15% of the accepted bid amount if advised by the Village's engineer that such change orders are reasonable and necessary. The Village shall disclose all such change orders to the Town as soon as reasonably possible. For any change orders exceeding 15% of the accepted bid amount, the Village must first obtain the Town's prior written approval. The Town may reasonably object to such change orders and, in the event of reasonable objection, may withhold payment for any disputed amount. If the parties cannot reach an agreement on the disputed change orders, dispute resolution shall be governed by applicable Wisconsin statutes.
- 5) The Town will reimburse the Village for all costs associated with the sewer extension within 30 days of receiving an invoice for all matters within the scope of the bid packet, the approved bid, and any change orders authorized by the Village in compliance with this Agreement. If there is a dispute over the validity of any bid or change order, the Town may withhold payment for the disputed amount until the matter is resolved pursuant to applicable statutes and the terms of the accepted bid documents.
- 6) The current estimated costs are shown in the attached **Exhibit B**.
- 7) The Town of Neenah will be the lead agency for the road work and the Village will be the lead agency for the sewer work; with both to be completed by the same contractor or a different contractor.
- 8) As additional specifications or construction drawings become available, the Village will share said specifications and drawings with the Town for the Town's review and input.
- 9) The work called for under this Agreement will result in an additional interconnection point at the location shown in **Exhibit A** for the Town to send sanitary sewage through the Village's interceptors in accordance with the Wastewater Agreement.

SIGNATURE PAGE FOLLOWS

**THE VILLAGE OF FOX CROSSING**

\_\_\_\_\_  
By: Dale A. Youngquist  
Its: Village President

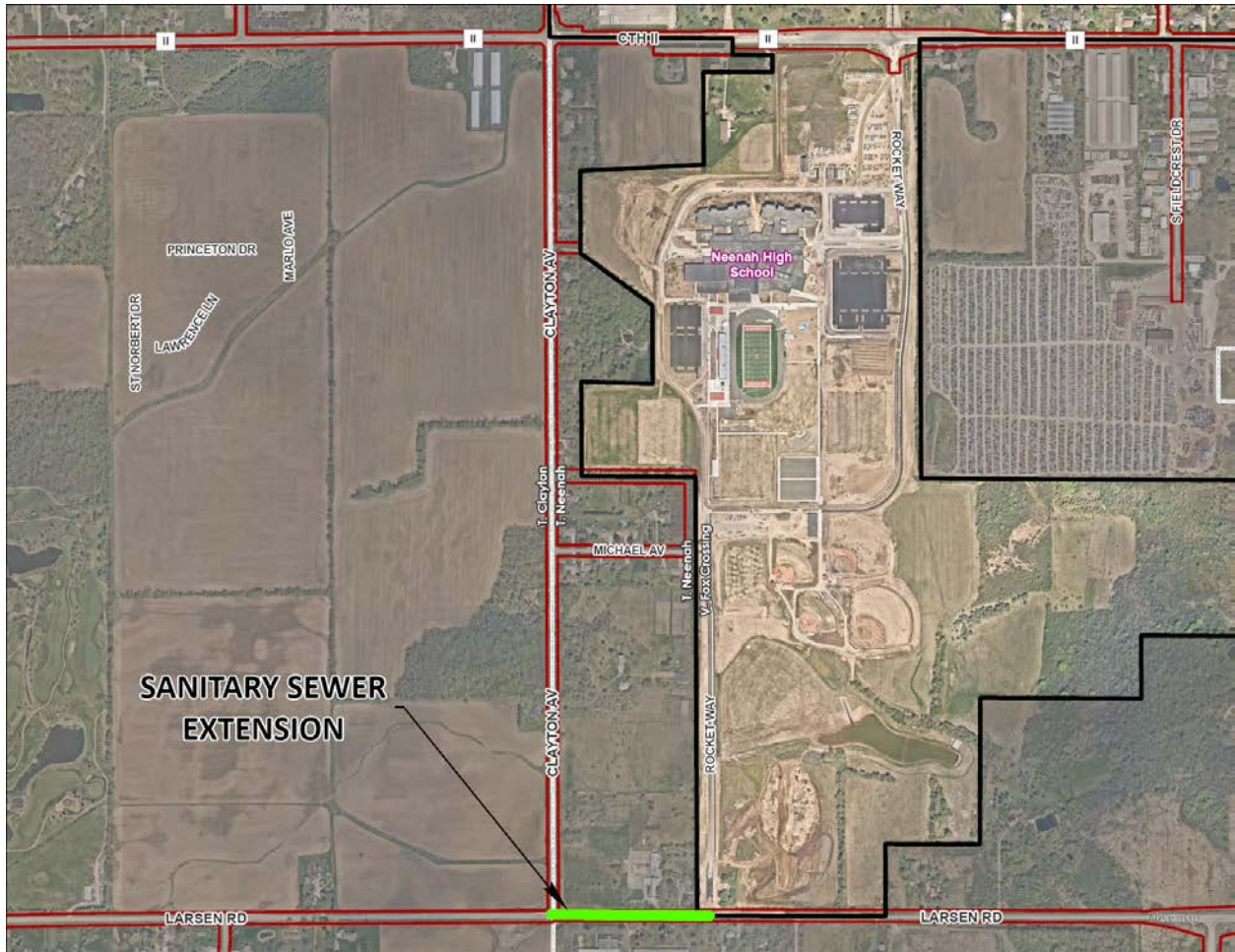
**TOWN OF CLAYTON**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF CLAYTON SANITARY DISTRICT NO. 1**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# EXHIBIT A



# EXHIBIT B

## FOX CROSSING 2025 PROJECTS

**LARSEN ROAD (ROCKET WAY TO 800' W. OF CLAYTON AVE.) 4,000 LF**

Note: DOT road project

**SANITARY SEWER**

Item	Qty	Unit	Description	PROBABLE COST	
				Unit Price	Total
1	1	L.S.	Mobilization	\$10,000.00	\$10,000.00
2	1	L.S.	Traffic Control	\$10,000.00	\$10,000.00
3	1,150	LF	12 Inch Sanitary Sewer With Granular Backfill	\$185.00	\$212,750.00
4	200	LF	4 Inch Sanitary Lateral Excavated in the Right-of-Way	\$110.00	\$22,000.00
5	5	Ea.	4" X 12" Wye	\$400.00	\$2,000.00
6	4	Ea.	4 Foot Diameter Sanitary Manhole	\$10,000.00	\$40,000.00
7	400	S.Y.	Temp Asphalt Patch	\$20.00	\$8,000.00
8	1,000	S.Y.	Turf Restoration	\$7.50	\$7,500.00
<b>SUB-TOTAL SANITARY SEWER</b>					<b>\$312,250.00</b>
<b>12.5% Engineering</b>					<b>\$39,031.25</b>
<b>12.5% Contingency</b>					<b>\$39,031.25</b>
<b>TOTAL SANITARY SEWER</b>					<b>\$390,312.50</b>

RES #250127-6

**CHANGE ORDER #2 & FINAL – CHURCH POND STORMWATER CONSTRUCTION PROJECT**

WHEREAS, on April 24, 2023, Calnin & Goss, Inc., was awarded the Church Pond Stormwater Construction Project contract in the amount of \$3,029,107.21; and

WHEREAS, on January 8, 2024, the Village Board approved Change Order #1 for a net increase of \$40,000 for the addition of a 34” x 53” Inline Backflow Preventer; and

WHEREAS, Change Order #2 & Final reflects a net increase of \$57,249.20, due to the following:

Final Quantities		<u>\$ 57,249.20</u>
	Total:	\$ 57,249.20

WHEREAS, the increase of \$57,249.20 from Change Order #2 items results in a new total contract price of \$3,126,356.41; and

WHEREAS, it is the recommendation of Engineer Nick Vande Hey and Public Works Director Joe Hoechst to approve Change Order #2 & Final to Calnin & Goss, Inc., for a total increase in the amount of \$57,249.20, resulting in a new contract amount of \$3,126,356.41.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #2 & Final for the Church Pond Stormwater Construction Project contract, for a total increase in the amount of \$57,249.20 to **Calnin & Goss, Inc., 505 W. Edgewood Drive, Appleton, Wisconsin**, for an adjusted contract amount of \$3,126,356.41.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: Joe Hoechst, Public Works Director*

*Submitted by: Dale A. Youngquist, Village President*

\_\_\_\_\_  
Dale A. Youngquist, Village President

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk



January 16, 2025

Village of Fox Crossing  
Attn: Joe Hoechst, P.E., DPW  
2000 Municipal Drive  
Neenah, WI 54956

Re: Village Fox Crossing  
Church Pond  
Change Order #2  
McM. No. F0057-09-20-00419

Dear Joe:

Enclosed herewith is Change Order #2 for the above referenced project. This change is an increase in the Contract in the amount of \$57,249.20. The current Contract Price is \$3,126,356.41.

Please review and sign in the space provided. **Return signed copy 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 that reads "Nick A. Vande Hey".

Nick A. Vande Hey, P.E.  
Vice President / Sr. Municipal & Water Resources Engineer

NVH:car

Enclosure: Change Order #2

McMAHON ASSOCIATES, INC.

Calnin & Goss, Inc.  
 505 W. Edgewood Drive  
 Appleton, Wisconsin 54915

Contract No. F0057-09-20-00419  
 Project File No. F0057-09-20-00419  
 Change Order No. Two (2)  
 Issue Date: January 15, 2025  
 Project: Village of Fox Crossing  
Church Street

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

	(Item Description)	(Price)
2.1	Final Quantities Adjustment Per Attached Spreadsheet	+ \$57,249.20
	<b>TOTAL</b>	<b>+ \$57,249.20</b>

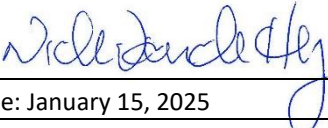
**The Changes Result In The Following Adjustments:**

	CONTRACT PRICE	COMPLETION DATE
Prior To This Change Order	<u>\$3,069,107.21</u>	<u>-</u>
Adjustments Per This Change Order	<u>+ \$57,249.20</u>	<u>0</u>
Current Contract Status	<u>\$3,126,356.41</u>	<u>-</u>

Recommended:  
**McMAHON ASSOCIATES, INC.**  
 Neenah, Wisconsin

Accepted:  
**CALNIN & GOSS, INC.**  
 Appleton, Wisconsin

Authorized:  
**VILLAGE OF FOX CROSSING**  
 Neenah, Wisconsin

By:   
 Date: January 15, 2025

By:   
 Date: 1/16/25

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**

# FINAL QUANTITIES

VILLAGE OF FOX CROSSING  
 CHURCH POND  
 McM. No. F0057-09-20-00419

Engineer: McMAHON ASSOCIATES, INC.  
 1445 McMahan Drive  
 PO Box 1025  
 Neenah, WI 54956 / 54957-1025

CALNIN & GOSS, INC.  
 505 W. Edgewood Drive  
 Appleton, WI 54915-9714

## BASE BID

Item	Qty	Unit	Description	BID		FINAL	
				Unit Price	Total	Final Qty	Total
1	1	L.S.	Clearing and Grubbing	\$30,000.00	\$30,000.00	1	\$30,000.00
2	1	L.S.	Dust Control	\$1,500.00	\$1,500.00	1	\$1,500.00
3	1	L.S.	Friendship Trail Closure	\$750.00	\$750.00	1	\$750.00
4	71064	C.Y.	Common Excavation (Pond)	\$5.75	\$0.00		\$0.00
5	33588	C.Y.	Rock Excavation (Pond)	\$5.75	\$0.00		\$0.00
6	200	L.F.	Rock Excavation (Storm Sewer)	\$30.00	\$0.00		\$0.00
7	1	L.S.	Rock Blasting	\$405,000.00	\$405,000.00	1	\$405,000.00
8	1	L.S.	Clay Liner Aggregate Layer	\$32,000.00	\$32,000.00	1	\$32,000.00
9	21098	S.Y.	Clay Liner (4' Thick)	\$6.50	\$137,137.00	21,098	\$137,137.00
10	2158	L.F.	Venting Trench With 6 Inch Perforated Pipe	\$19.50	\$42,081.00	2,158	\$42,081.00
11	20	L.F.	Connector Venting Trench with 4 Inch Perforated Pipe	\$30.00	\$600.00	20	\$600.00
12	2	Ea.	4 Inch Galvanized Vent	\$2,400.00	\$4,800.00	2	\$4,800.00
13	1	L.S.	Geotechnical Engineer	\$11,500.00	\$11,500.00	1	\$11,500.00
14	30	L.F.	Relay 24 Inch x 35 Inch Culvert	\$80.00	\$0.00		\$0.00
15	18	L.F.	34 Inch x 53 Inch HERCP, Class III Storm Sewer	\$214.70	\$3,864.60	24	\$5,152.80
16	537	L.F.	34 Inch x 53 Inch HERCP, Class IV Storm Sewer	\$219.00	\$117,603.00	541	\$118,479.00
17	399	L.F.	60 Inch RCP, Class III Storm Sewer	\$269.00	\$107,331.00	399	\$107,331.00
18	210	L.F.	54 Inch RCP, Class IV Storm Sewer	\$274.50	\$57,645.00	210	\$57,645.00
19	227	L.F.	42 Inch RCP, Class III Storm Sewer	\$169.50	\$38,476.50	227	\$38,476.50
20	90	L.F.	18 Inch RCP, Class III Storm Sewer	\$118.00	\$10,620.00	90	\$10,620.00
21	218	L.F.	36 Inch Storm Sewer	\$122.00	\$0.00		\$0.00
22	18	L.F.	30 Inch Storm Sewer	\$145.00	\$0.00		\$0.00
23	28	L.F.	18 Inch Storm Sewer	\$90.00	\$0.00		\$0.00
24	33	L.F.	6 Inch Storm Sewer	\$74.00	\$2,442.00	33	\$2,442.00
25	31	L.F.	36 Inch CMP Culvert	\$130.85	\$4,056.35	31	\$4,056.35
26	1	Ea.	34 Inch x 53 Inch HERCP Apron Endwall with Trash Guard	\$4,450.00	\$4,450.00	1	\$4,450.00
27	1	Ea.	60 Inch RCP Apron Endwall with Trash Guard	\$8,310.00	\$8,310.00	1	\$8,310.00
28	2	Ea.	18 Inch RCP Apron Endwall with Trash Guard	\$1,620.00	\$3,240.00	2	\$3,240.00
29	1	Ea.	18 Inch End Section (no Trash Guard)	\$1,060.00	\$0.00		\$0.00
30	2	Ea.	36 Inch CMP Apron End Section	\$1,405.00	\$2,810.00	2	\$2,810.00
31	1	Ea.	Pond Outlet Structure with Trash Racks (8' x 4' Box)	\$27,000.00	\$27,000.00	1	\$27,000.00
32	6.76	V.F.	Storm Manhole (12' Diameter)	\$4,421.50	\$29,889.34	6.76	\$29,889.34
33	8.83	V.F.	Storm Manhole (9' Diameter)	\$2,450.00	\$0.00		\$0.00
34	31.47	V.F.	Storm Manhole (8' Diameter)	\$1,470.00	\$0.00		\$0.00
35	8.08	V.F.	Storm Manhole (7' Diameter)	\$1,118.00	\$9,033.44	8.08	\$9,033.44
36	14.57	V.F.	Storm Manhole (6' Diameter)	\$1,179.00	\$0.00		\$0.00
37	5.6	V.F.	Storm Manhole (5' Diameter)	\$841.00	\$0.00		\$0.00
38	8.2	V.F.	Storm Yard Drain Manhole (4' Diameter)	\$841.00	\$0.00		\$0.00
39	1	Ea.	6 Inch Pipe Backflow Prevention Device	\$620.00	\$620.00	1	\$620.00
40	1	Ea.	42 Inch Pipe Backflow Prevention Device	\$3,500.00	\$3,500.00	1	\$3,500.00
41	687	C.Y.	Gravel Driveway	\$15.00	\$0.00		\$0.00
42	708	TON	1 1/4 Inch Base Aggregate Dense	\$13.50	\$0.00		\$0.00
43	-708	TON	DEDUCT for Onsite Crushed 1 1/4 Inch Base Aggregate Dense	\$9.00	\$0.00		\$0.00
44	792	S.Y.	Asphalt Trail Restoration	\$29.85	\$23,641.20	792	\$23,641.20
45	87	C.Y.	Heavy Rip Rap with Type HR Fabric	\$50.00	\$0.00		\$0.00
46	56	C.Y.	Medium Rip Rap with Type HR Fabric	\$50.00	\$0.00		\$0.00
47	1	Ea.	Trackout Control	\$10,000.00	\$10,000.00	1	\$10,000.00
48	3436	L.F.	Silt Fence	\$1.75	\$6,013.00	3,436	\$6,013.00
49	6	Ea.	Ditch Checks	\$120.00	\$720.00	6	\$720.00
50	4	Ea.	Inlet Protection	\$75.00	\$0.00		\$0.00
51	137	S.Y.	Turf Reinforcement Mat (WisDOT Class III Type C)	\$20.00	\$2,740.00	137	\$2,740.00
52	210	S.Y.	Erosion Control Mat (WisDOT Class I, Type B)	\$4.00	\$0.00		\$0.00
53	78	S.Y.	Erosion Control Mat (WisDOT Class I, Urban Type B)	\$5.00	\$390.00	78	\$390.00
54	2.65	ACRE	Temporary Stabilization for Pond Prairie Areas (Temporary Seed & Mulch)	\$4,200.00	\$11,130.00	2.65	\$11,130.00
55	12.1	ACRE	Turf Grass Restoration (4" Topsoil, Seed Mix #4, Mulch)	\$6,500.00	\$0.00		\$0.00
56	1	L.S.	Tree Restoration	\$5,000.00	\$5,000.00	1	\$5,000.00
<b>TOTAL (Items 1. through 56., Inclusive)</b>				<b>\$1,155,893.43</b>		<b>\$1,158,057.63</b>	

## ALTERNATE BID A

Item	Qty	Unit	Description	Unit Price	Total	Final Qty	Total
A1	33588	C.Y.	Rock Excavation (Pond)	\$13.50	\$453,438.00	33,588.00	\$453,438.00
A2	200	L.F.	Rock Excavation (Storm Sewer)	\$13.50	\$0.00		\$0.00
<b>TOTAL (Items A1. through A2., Inclusive)</b>				<b>\$453,438.00</b>		<b>\$453,438.00</b>	



# FINAL QUANTITIES

VILLAGE OF FOX CROSSING  
 CHURCH POND  
 McM. No. F0057-09-20-00419

Engineer: McMAHON ASSOCIATES, INC.  
 1445 McMahan Drive  
 PO Box 1025  
 Neenah, WI 54956 / 54957-1025

CALNIN & GOSS, INC.  
 505 W. Edgewood Drive  
 Appleton, WI 54915-9714

## ALTERNATE BID C

Item	Qty	Unit	Description	Unit Price	Total	Final Qty	Total
C1	70180	C.Y.	Common Excavation (Pond)	\$5.75	\$403,535.00	70,180	\$403,535.00
C2	1344	L.F.	Rock Excavation (Utilities)	\$30.00	\$40,320.00	1,344	\$40,320.00
C3	30	L.F.	Remove 24"x35" Culvert	\$1.00	\$30.00	30	\$30.00
C4	289	L.F.	36 Inch Storm Sewer	\$122.15	\$35,301.35	289	\$35,301.35
C5	6	L.F.	30 Inch Storm Sewer	\$150.00	\$900.00	8	\$1,200.00
C6	377	L.F.	18 Inch Storm Sewer	\$118.50	\$44,674.50	448	\$53,088.00
C7	8.59	V.F.	Storm Manhole (9' Diameter)	\$2,450.00	\$21,045.50	8.59	\$21,045.50
C8	30.94	V.F.	Storm Manhole (8' Diameter)	\$3,040.00	\$94,057.60	30.94	\$94,057.60
C9	7.15	V.F.	Storm Manhole (6' Diameter)	\$1,118.00	\$7,993.70	7.15	\$7,993.70
C10	29.63	V.F.	Storm Manhole (5' Diameter)	\$1,179.00	\$34,933.77	29.63	\$34,933.77
C11	23.2	V.F.	Storm Yard Drain Manhole (4' Diameter)	\$841.00	\$19,511.20	23.20	\$19,511.20
C12	206	L.F.	24 Inch, RCP Class III Storm Sewer	\$115.00	\$23,690.00	206	\$23,690.00
C13	115	L.F.	21 Inch, RCP Class III Storm Sewer	\$120.00	\$13,800.00	329	\$39,480.00
C14	50	L.F.	24 Inch Storm Sewer	\$75.00	\$3,750.00	50	\$3,750.00
C15	206	L.F.	21 Inch Storm Sewer	\$60.00	\$12,360.00	206	\$12,360.00
C16	35	L.F.	15 Inch Storm Sewer	\$57.00	\$1,995.00	401	\$22,857.00
C17	131	L.F.	12 Inch Storm Sewer	\$53.00	\$6,943.00	131	\$6,943.00
C18	270	L.F.	8 Inch Storm Sewer	\$80.00	\$21,600.00	270	\$21,600.00
C19	16.94	V.F.	Storm Manhole (4' Diameter)	\$750.00	\$12,705.00	16.94	\$12,705.00
C20	4.51	V.F.	Storm Manhole (3' Diameter)	\$750.00	\$3,382.50	4.51	\$3,382.50
C21	23.18	V.F.	Storm Inlet Manhole (4' Diameter)	\$835.00	\$19,355.30	22.88	\$19,104.80
C22	8	Ea.	Storm Inlet (2'x3')	\$3,500.00	\$28,000.00	8	\$28,000.00
C23	3	Ea.	24 Inch RCP Apron Endwall with Trash Guard	\$2,050.00	\$6,150.00	3	\$6,150.00
C24	2	Ea.	24 Inch End Section (no Trash Guard)	\$500.00	\$1,000.00	2	\$1,000.00
C25	1	Ea.	21 Inch RCP Apron Endwall with Trash Guard	\$2,000.00	\$2,000.00	1	\$2,000.00
C26	600	L.F.	4 Inch Underdrain	\$20.00	\$12,000.00	600	\$12,000.00
C27	386	L.F.	4 Inch Storm Lateral	\$71.00	\$27,406.00	386	\$27,406.00
C28	16	Ea.	Storm Lateral Cleanout	\$450.00	\$7,200.00	16	\$7,200.00
C29	1344	L.F.	8 Inch Sanitary Sewer	\$61.10	\$82,118.40	1,344	\$82,118.40
C30	45.42	V.F.	Sanitary Manhole (4' Diameter Incl. Casting)	\$738.00	\$33,519.96	45.42	\$33,519.96
C31	1	Ea.	Connect to Existing Manhole	\$2,500.00	\$2,500.00	1	\$2,500.00
C32	546	L.F.	4 Inch Sanitary Sewer Lateral (Incl. Risers)	\$70.50	\$38,493.00	546	\$38,493.00
C33	1334	L.F.	8 Inch Water Main	\$65.00	\$86,710.00	1,334	\$86,710.00
C34	6	Ea.	8 Inch Resilient Wedge Gate Valve	\$3,300.00	\$19,800.00	6	\$19,800.00
C35	4	Ea.	6 Inch Resilient Wedge Gate Valve	\$2,625.00	\$10,500.00	4	\$10,500.00
C36	4	Ea.	Hydrant	\$7,625.00	\$30,500.00	4	\$30,500.00
C37	101	L.F.	6 Inch Hydrant Lead	\$80.00	\$8,080.00	102	\$8,160.00
C38	488	L.F.	1-1/4 Inch Water Lateral	\$56.00	\$27,328.00	488	\$27,328.00
C39	16	Ea.	1-1/4 Inch Corporation, Curb Stop & Stop Box	\$1,650.00	\$26,400.00	16	\$26,400.00
C40	1	L.S.	Common Excavation (Street, estimated at 2,585 CY)	\$21,000.00	\$21,000.00	1	\$21,000.00
C41	3349	TON	1 1/4 Inch Base Aggregate Dense	\$13.50	\$45,211.50	3,349	\$45,211.50
C42	-3349	TON	DEDUCT for Onsite Crushed 1 1/4 Inch Base Aggregate Dense	\$9.00	\$30,141.00	(3,349)	\$30,141.00
C43	2137	TON	3 Inch Breaker Run	\$13.50	\$28,849.50	2,137	\$28,849.50
C44	-2137	TON	DEDUCT for Onsite Crushed 3 Inch Breaker Run	\$9.00	\$19,233.00	(2,137)	\$19,233.00
C45	11	S.Y.	Jacobsen Road Restoration	\$325.00	\$3,575.00	11	\$3,575.00
C46	161	C.Y.	Heavy Rip Rap with Type HR Fabric	\$50.00	\$8,050.00	161	\$8,050.00
C47	71	C.Y.	Medium Rip Rap with Type HR Fabric	\$50.00	\$3,550.00	71	\$3,550.00
C48	17	Ea.	Inlet Protection	\$75.00	\$1,275.00	17	\$1,275.00
C49	280	S.Y.	Erosion Control Mat (WisDOT Class I, Type B)	\$6.00	\$1,680.00	280	\$1,680.00
C50	12.98	ACRE	Turf Grass Restoration (4" Topsoil, Seed Mix #4, Mulch)	\$6,500.00	\$84,370.00	12.98	\$84,370.00
<b>TOTAL (Items C1. through C50., Inclusive)</b>					<b>\$1,419,775.78</b>		<b>\$1,474,860.78</b>

## CHANGE ORDERS

Item	Qty	Unit	Description	Unit Price	Total	Final Qty	Total
C1.1	1	L.S.	34" x 53" Inline Backflow Preventer	\$40,000.00	\$40,000.00	1	\$40,000.00
<b>TOTAL CONTRACT</b>					<b>\$3,069,107.21</b>		<b>\$3,126,356.41</b>

RES #250127-7

**AWARD PROPOSAL – PUBLIC SERVICE COMMISSION (PSC) WATER RATE CASE APPLICATION CONSULTING SERVICES**

WHEREAS, in accordance with the current Village of Fox Crossing water rate tariff approved by the Wisconsin Public Service Commission (PSC), the Village must submit a new water rate case application for PSC review; and

WHEREAS, additionally, in accordance with the current water rate tariff, the Village must respond to open points of order to resolve unanswered items from the last water rate case; and

WHEREAS, the Village is currently working with Ms. Bridgot Gysbors from the consulting firm Ruckert & Mielke, Inc. to review the Village's various Impact Fees to ensure they are up to date and meet legal scrutiny; and

WHEREAS, Ms. Bridgot Gysbors previously worked at the PSC and reviewed water rate cases for nearly twenty (20) years; and

WHEREAS, economic efficiencies exist in working with Ms. Gysbors and Ruckert & Mielke, Inc. on both the Impact Fee study and the required water rate case application at the same time; and

WHEREAS, the Village received a proposal from Ruckert & Mielke, Inc. to aid the Village in submitting a new PSC Water Rate Case application for an estimated amount of \$17,000; and

WHEREAS, the Village received an additional proposal to conduct a peer review of data and aid in responses to open points of order from the Village's last conventional water rate case for a not to exceed amount of \$2,500.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the proposal for the Public Service Commission (PSC) Water Rate Case Application consulting services to Ruckert & Mielke, Inc. for the estimated amount of \$17,000.

BE IT FURTHER RESOLVED, that the Board authorizes an additional \$2,500 to be utilized for Ruckert & Mielke, Inc. to conduct a peer review of data and aid the Village in responding to open points of order from the Village's last water rate case for a not to exceed amount of \$2,500.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: Jeremy Searl, Finance Director*

*Submitted by: Dale A. Youngquist, Village President*

\_\_\_\_\_  
Dale A. Youngquist, Village President

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk

January 10, 2025

Ms. Myra Piergrossi  
Deputy Finance Director  
Village of Fox Crossing  
2000 Municipal Drive  
Neenah, WI 54956

Re: 2026 Test Year Water Rate Application

Dear Ms. Piergrossi:

Ruekert & Mielke, Inc. (R/M) appreciates the opportunity to apply to the Public Service Commission (PSC) for a water rate increase on behalf of Fox Crossing. Applying for a water rate increase will aid the Water Utility in achieving a more sustainable financial position. Our experience with Water Utility finances, combined with our direct experience with the PSC and our relationship with Fox Crossing, will help maximize the value of this project.

### **Project Scope**

R/M proposes undertaking the following tasks:

1. Request an application from the PSC and send it to the Utility.
2. Attend and lead a kickoff meeting in person with the Utility to establish a communication process and review the project scope and timeline for the project.
3. Assist the Utility in preparing the 2026 Test Year Application by being a resource to the Utility in completing the application. This also includes a peer review to be completed by R/M, based on Bridgot's background from the PSC perspective.
4. Submit the application.
5. Assist the utility in responding to all inquiries from the PSC about the application. This also includes inquiries related to the Utility's existing Order Points in docket 3550-WR-106. The Utility will respond to these inquiries, but R/M will perform a peer review of all data request responses prepared by the Utility, based on Bridgot's background from the PSC perspective.
6. Review revenue requirement and water rate exhibits prepared by PSC staff.
7. Attend the public hearing via teleconference after the application has been approved. R/M will sponsor the exhibits and answer any questions related to filings during the hearing.

### **Proposed Fee**

R/M proposes to complete all the listed project components, including peer review of PSC data request responses, based on Bridgot's background, for the 2026-test year water rate application, for an estimated fee of **\$17,000**, including reimbursable expenses. R/M will also provide assistance, including peer review of data request responses and additional PSC assistance to resolve open order points related to Fox Crossing's last conventional water rate case, docket 3550-WR-106. The items related to docket 3550-WR-106 will be based on a times and materials basis not to exceed **\$2,500**.

R/M will proactively communicate with you throughout the duration of the project at an agreed-upon frequency. Our updates will keep you apprised of the project status regarding: 1) the scope; 2) tasks completed; 3) the timeline we anticipate for remaining tasks; and 4) any changes to the project.

### **Scope Assumptions**

Our goal is to have the rates implemented within 220 days of the application being filed with the PSC. Achieving this goal depends on the responsiveness of the PSC. On average, for water rate cases, it takes the PSC approximately 220 days to process the application from the date the PSC accepts the application through the issue date of the Final Order and Decision. A time frame of 220 days at a minimum is anticipated for the completion of this Water Rate Application. In the event the PSC determines this water rate case would need to appear before the PSC, a time frame greater than the 220 days is expected and would depend on scheduling the rate case with the PSC Commission, which can be challenging.

Our proposed scope assumes the Utility possesses the data needed to complete the application and that the Utility will provide the data in a timely fashion.

Our proposal assumes the Utility has documented the assumptions and justifications for accounting records. Our proposal assumes the Village's accounting records comply with PSC requirements.

### **Items not included in the scope of the project are as follows:**

- Investigations into or adjustments to any of the Utility's accounting records.
- Investigations into PSC Annual Report issues.
- Review or explanations of reserve capacity assessments or special assessments.
- Cost of Service Analysis.
- Time and materials associated with a disputed rate proceeding.
- Special rate proceeding requests (e.g., expense depreciation).
- Other tasks, items, or changes raised by the Utility after the date of this proposal.

We would be happy to perform any out-of-scope tasks at the Utility's request at our standard hourly rates and material prices in effect during the time the tasks are performed.

The above-described professional services will be provided to you in accordance with the attached three page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

We look forward to this opportunity to work with the Village of Fox Crossing. To further discuss your needs, our proposed scope, or anything else, please reach out to me at (262) 953-4156.

Respectfully,

RUEKERT & MIELKE, INC.



Bridgot A. Gysbers  
Economic Consultant  
[bgysbers@ruekert-mielke.com](mailto:bgysbers@ruekert-mielke.com)

BAG:ied  
Enclosure

cc: Jeremy Searl, Village of Fox Crossing  
Kevin J. Wagner, P.E., Ruekert & Mielke, Inc.

2026 TEST YEAR WATER RATE APPLICATION PROPOSAL  
Between Village of Fox Crossing  
and  
Ruekert & Mielke, Inc.  
Dated January 10, 2025

CLIENT:

Village of Fox Crossing

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CONSULTANT:

Ruekert & Mielke, Inc.

Signature:  \_\_\_\_\_  
Ryan T. Amtmann, P.E.

Title: Vice President

Date: January 10, 2025

Designated Representative:

Name: Bridgot Gysbers

Title: Economic Consultant

Phone Number: (262) 953-4156

**A. Standards of Performance**

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**B. Designated Representatives**

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

**C. Payments to Consultant**

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

**D. Ownership and Reuse of Documents**

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

**E. Permits and Approvals**

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

**F. Opinions of Probable Cost**

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

**G. Client and Third Party Provided Information**

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

**H. Access**

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

**I. Construction Observation**

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

**J. Environmental**

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

#### K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

#### L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

#### M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

#### N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

#### O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

#### P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.



#### Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

#### S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

#### U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

#### V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

#### W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

#### X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

#### Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

#### Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

**END OF DOCUMENT**

Page 3 of 3 pages

**(Ruekert & Mielke, Inc. Standard Terms and Conditions)**

RES #250127-8

**APPOINTMENT OF REPRESENTATIVE TO THE FOX WEST REGIONAL  
SEWERAGE COMMISSION**

WHEREAS, pursuant to the Fox West Regional Sewerage Commission, Article II – Creation and Powers and Duties of Commission, section (a)(ii), representation by three (3) Village of Fox Crossing Board members on the Fox West Regional Sewerage Commission (previously known as Grand Chute-Menasha West Sewerage Commission) is required; and

WHEREAS, on April 22, 2024, Trustee #3 Gregory Ziegler was appointed as a Fox Crossing representative to the Fox West Regional Sewerage Commission with a term ending on the expiration of his term in office; and

WHEREAS, Trustee #3 Gregory Ziegler submitted his letter of resignation from the Village Board of Trustees effective January 12, 2025; and

WHEREAS, a vacancy now exists on the Fox West Regional Sewerage Commission; and

WHEREAS, at the January 27, 2025 Board meeting, the Village President will take nominations from the Board to appoint a successor member to the Fox West Regional Sewerage Commission.

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby appoints \_\_\_\_\_ to represent the Village of Fox Crossing on the Fox West Regional Sewerage Commission for a term beginning January 27, 2025, and ending with expiration of his or her term of office, in accordance with the Fox West Regional Sewerage Commission, Article II(b).

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: Darla M. Fink, Village Clerk*

*Submitted by: Dale A. Youngquist, Village President*

\_\_\_\_\_  
Dale A. Youngquist, Village President

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk

RES #250127-9

**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:

Yamraj Yogi – 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, 2024 - June 30, 2026.

Adopted this 27<sup>th</sup> day of January, 2025

*Requested by: Scott Blashka, Police Chief*

*Submitted by: Dale A. Youngquist, Village President*

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

RES #250127-10

**EXPENDITURES**

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,757,190.67

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

Pending:		
General Fund	\$	51,040.82
Special Revenue Fund	\$	20,652.65
Debt Fund	\$	-
Capital Projects Fund	\$	431,240.93
Water Fund	\$	197,280.88
Sewer Fund	\$	37,633.12
Stormwater Fund	\$	116,656.62
Trust & Agency Fund	\$	-
Special Processed Payments	\$	902,685.65
Total:	\$	<u>1,757,190.67</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 27th day of January, 2025.

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

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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: January 21, 2025  
 For Village Board Meeting of: January 27, 2025

<b>REGULAR PROCESSED CHECKS</b>	<b>AMOUNT</b>
General Fund	\$51,040.82
Special Revenue Funds	\$20,652.65
Debt Fund	\$0.00
Capital Projects Fund	\$431,240.93
Water Fund	\$197,280.88
Sewer Fund	\$37,633.12
Stormwater Fund	\$116,656.62
Trust & Agency Fund	
<b>Total Bills for</b>	<b>January 27, 2025</b>
	<u><u>\$854,505.02</u></u>

**SPECIAL PROCESSED PAYMENTS**

<b>CHECK #</b>	<b>PAYEE</b>	<b>DEPT. /PURPOSE</b>	<b>AMOUNT</b>
	Village Specials	1/8-1/21/2025	**See Attached Listing** \$323,722.14
ACH	Employee Benefits Corp	1/7-1/12/2025	Flex Spending Claims \$1,115.01
ACH	WI DOT	1/17/2025	Suspension Fees \$15.00
ACH	State of WI	1/17/2025	Medical Ins \$176,048.26
ACH	Paymentus	1/17/2002	CC Fees \$3,159.80
ACH	ETF	1/20/2025	Retirement \$107,098.17
ACH	North Shore	1/16/2025	Deferred Comp \$1,545.00
ACH	Great West	1/16/2025	Deferred Comp \$6,953.01
52473-52519	Payroll	1/3/2025	Payroll \$1,291.32
ACH	Payroll	1/3/2025	Payroll \$200,638.90
ACH	Payroll	1/3/2025	Taxes \$81,099.04
<b>Total Special Processed Payments</b>			<u><u>\$902,685.65</u></u>
<b>GRAND TOTAL</b>			<u><u>\$1,757,190.67</u></u>