# Village of Fox Crossing Board of Trustees Regular Meeting Monday, June 9, 2025 - 6:00 p.m. Municipal Complex - Arden Tews Assembly Room 2000 Municipal Drive, Neenah WI 54956 Agenda

- Call to Order, Pledge of Allegiance and Roll Call
- 2. Awards/Presentations
- **Public Hearings**
- Minutes to Approve/Minutes and Correspondence to Receive Minutes to Approve
  - a) Special Village Board Meeting May 19, 2025
  - b) Regular Village Board Meeting May 19, 2025

Minutes and Correspondence to Receive

- Public Comments Addressed to the Village Board. Individuals properly signed in may speak directly to the Village Board on nonrepetitive 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.
- **Discussion Items**

a) 2F0/00 1

- 7. **Unfinished Business**
- New Business- Resolutions/Ordinances/Policies Developer Agreement Descrip Development II C for a Multi Family Haveing Development I acated on

250609-1	Developer Agreement – Reserve Development LLC, for a Multi-Family Housing Development Located on
	West American Drive
250609-2	Award Bid – 2025 Concrete Work Program
250609-3	Award Proposal – Wittmann Park Courts Repair & Recolor Project
250609-1:ORD	Amend Fox Crossing Municipal Code Chapter §294-3(C) for Parks & Recreation Regulations, Reservations
	and Permits First Reading
250609-4	Amend Village of Fox Crossing Fee Schedule for Commercial Electrical and Plumbing Permit Fees
250609-5	Reappointment of Park Commission Member – Kathleen Sylvester
250609-6	Reappointment of Sustainability Committee Member – Kris Koeppe
250609-7	Reappointment of Sustainability Committee Member – Tracy Romzek
250609-8	Annual Alcohol Beverage License Renewal Applications for the Term July 1, 2025 – June 30, 2026
250609-9	Annual Beer Garden License Renewal Applications for the Term July 1, 2025 – June 30, 2026
250609-10	Annual Mechanical Amusement License Renewal Applications for the Term July 1, 2025 – June 30, 2026
250609-11	Operator License Applicants
250609-12	Expenditures
	250609-2 250609-3 250609-1:ORD 250609-4 250609-5 250609-6 250609-7 250609-8 250609-9 250609-10 250609-11

#### Reports

- Village President Dale Youngquist 2025 Board of Review will be held on Wednesday, July 9, 2025 from 4:00 p.m. to 6:00 p.m. at the Municipal Complex in the Arden Tews Assembly Room, 2000 Municipal Drive, Neenah; Objectors shall provide Written or Oral Notice of Intent to Object to their Assessment to the Village Clerk at least 48 hours in Advance of Board of Review
- b) Trustee Kris Koeppe 2024 LED Streetlight Conversion Project Update
- 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 SPECIAL MEETING – CLOSED SESSION Municipal Complex – Arden Tews Assembly Room Monday, May 19, 2025

#### **Minutes**

#### 1. Call to Order

At 5:00 p.m., the Special Meeting was called to order. Village Manager Jeffrey Sturgell noted the following Village Board members were present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Tim Raddatz, Deb Swiertz, and Barbara Hanson, along with staff: Community Development Director George Dearborn and Attorney Andrew Rossmeissl. Excused: Trustee Kate McQuillan.

#### 2. Closed Session

**MOTION:** Trustee Van Dyke, seconded by Trustee Swiertz to convene into Closed Session, pursuant to WI Statute 19.85(1)(e) and/or 19.85(1)(g), specifically to deliberate negotiation terms, and/or confer with legal counsel, regarding a potential developer agreement with Reserve Development LLC for a potential multi-family housing development located on West American Drive (parcels #12102370203 & #12102370204).

On roll call to go into Closed Session, Motion carried unanimously 6-0.

At 5:01 p.m., the Board met and deliberated negotiation terms and/or conferred with legal counsel regarding a potential developer agreement with Reserve Development LLC for a potential multi-family housing development located on West American Drive (parcels #12102370203 & #12102370204).

At 5:11 p.m., Director of Public Works Joe Hoechst joined the meeting.

At 5:45 p.m., pursuant to WI Stat. 19.85 (2), **MOTION**: Trustee Van Dyke, seconded by Trustee Hanson to reconvene into Open Session. Motion carried 6-0.

#### 3. Adjourn

At 5:46 p.m., **MOTION:** Trustee Van Dyke, seconded by Trustee Hanson to adjourn the Special Meeting. Motion carried.

Respectfully submitted,

Darla M. Fink, CMC, WCMC Village Clerk

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

## VILLAGE OF FOX CROSSING BOARD OF TRUSTEES REGULAR MEETING Municipal Complex – Arden Tews Assembly Room Monday, May 19, 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.

Village Clerk Darla Fink took roll call and noted those present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Tim Raddatz, Deb Swiertz, and Barbara Hanson. Excused: Trustee Kate McQuillan.

Also Present: Village Manager Jeffrey Sturgell, 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 Rossmeissl, and Engineer Lee Reibold. Excused: Director of Finance Jeremy Searl and Engineer Zach Laabs. There were five attendees.

#### 2. Awards / Presentations

a) Retirement Presentation for Police & Fire Commissioner Mike Lettier – Village President Dale Youngquist and Police & Fire Commission President Tom Gritton

President Youngquist and Police & Fire Commission President Gritton presented Mike Lettier with a flag flown over the United States Capitol to recognize his nearly 30 years of service on this Commission. Mike thanked all of the Commissioners he's worked with over the last 30 years and stated he feels the Commission is in a better place now than it was when he began his service.

b) Governor's Proclamation of Municipal Clerks Appreciation Week May 4 – 10, 2025, Village President Dale Youngquist

President Youngquist commended Clerk Darla Fink and Deputy Clerk Chantel Jaenke on their service to the Village in their roles and read the Proclamation from Governor Evers.

#### 3. Public Hearings

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

Minutes to Approve

a) Regular Village Board Meeting – May 5, 2025

#### Minutes and Correspondence to Receive

- b) Park Commission Meeting Minutes April 9, 2025
- c) Water Main Breaks Report April 2025
- d) Water Pumpage Report April 2025

**MOTION**: Trustee Van Dyke, 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) 250519-1 Change Order #1 2025 Road Resurfacing Program to Include the Mayer Neighborhood Wedge & Overlay Project, the East Shady Lane Wedge & Overlay Project, the Ehlers Road Wedge & Overlay Project, and the American Drive Trail Repaving Project MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Director Hoechst explained that the majority of this Change Order is for the trails that will be able to be repaved due to the favorable quotes received for resurfacing. Motion carried via voice vote.
- MOTION: Trustee Van Dyke, seconded by Trustee Swiertz to approve as submitted. Director Hoechst stated the carpeting in the building is the original from when the building was built. Originally, it was the plan to only complete the hallways and main areas this year, however the project came in so far under budget, they will be able to complete the entirety of the building areas that were bid out for using a local company. Motion carried via voice vote.
- c) 250519-3 Authorization to Order an Emergency Backup Generator for Water Plant #4
  Located at 2340 American Drive for Delivery and Installation in 2026
  MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Trustee Hanson questioned borrowing for this generator as the Village Board previously committed to no borrowing for this utility in 2025. Manager Sturgell explained that the resolution tonight is to authorize the preorder for this unit, however the borrowing will not occur until 2026. Motion carried via voice vote.
- d) <u>250519-4</u> <u>Appointment of Police & Fire Commission Member James Gregory</u> **MOTION:** Trustee Van Dyke, seconded by Trustee Swiertz to approve as submitted. President Youngquist administered the Oath of Office. Motion carried via voice vote.
- e) <u>250519-5</u> <u>Operator License Applicants</u>
   MOTION: Trustee Swiertz, seconded by Trustee Hanson to approve as submitted. Motion carried via voice vote.
- f) <u>250519-6 Expenditures</u> MOTION: Trustee Koeppe, seconded by Trustee Van Dyke to approve the expenditures submitted without exception. Motion carried via voice vote.

#### 9. Reports

a) Village President Dale Youngquist – Open Book will be held In Person on June 2 & June 3 from 9:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m. in the Assembly Room; the 2025 Board of Review will be held on Wednesday, July 9, 2025 from 4:00 p.m. to 6:00 p.m.

President Youngquist reminded residents of the upcoming Open Book and Board of Review dates.

b) Public Works Director Joe Hoechst - Valley Road Construction Update

Director Hoechst stated they have received information from Winnebago County that they will be changing their schedule for this road construction project again. They are now planning to complete the first part of this construction in 2026 from Midway Road to Novac Drive, with the remainder of the project being completed in 2027 due to contractor issues. He noted there is also some additional utility work occurring on Beck Street at this time due to the number of water breaks in this area.

c) Village Manager Jeffrey Sturgell – Fox Crossing Municipal Complex Summer Hours will be 7:30 a.m. – 4:30 p.m. Monday through Thursday, and 7:30 a.m. – 11:30 a.m. on Friday; Summer Hours will run from Memorial Day to Labor Day

Manager Sturgell reminded the Village Board and residents that Summer Hours at the Municipal Complex will be starting the week of Memorial Day and will run through Labor Day.

#### 10. Closed Session

#### 11. Adjourn

At 6:46 p.m., **MOTION:** Trustee Hanson, seconded by Trustee Swiertz to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Fink, CMC, WCMC Village Clerk

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

#### RES #250609-1

# <u>DEVELOPER AGREEMENT – RESERVE DEVELOPMENT LLC, FOR A MULTI-</u> FAMILY HOUSING DEVELOPMENT LOCATED ON WEST AMERICAN DRIVE

WHEREAS, the developer, Mr. Anthony Walsh of Reserve Development LLC, desires to develop a 72-unit multi-family housing development on a 4.75 acre property located on West American Drive (parcels #12102370204 and #12102370203); and

WHEREAS, a development agreement is required specifying and guaranteeing that all required infrastructure needed for this development is properly installed and completed; and

WHEREAS, the developer requests a cash incentive to aid in constructing the project, or otherwise the project cannot proceed due to financial constraints; and

WHEREAS, the proposed project location sits within Tax Increment District #2 (TID No. 2); and

WHEREAS, the Project Plan of TID No. 2 identifies developer cash incentives as an eligible expenditure and project cost of the TID; and

WHEREAS, WI Statute 66.1105(2)(f)2.d requires that a signed developer agreement must be executed prior to any developer cash incentives being distributed from the revenue proceeds of the TID; and

WHEREAS, the attached developer agreement between the Village of Fox Crossing and Reserve Development LLC, meets the requirements of the WI Statutes.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby authorizes the Village President and Village Clerk to sign the development agreement with Reserve Development, Inc, as attached, subject to final review by the Village Attorney and Village staff, along with the payment of funds as specified in the agreement to cover attorney and administration fees, review and inspection fees, and assessments and charges.

BE IT FURTHER RESOLVED, that the Village Clerk shall record a copy of the Developer's Agreement with the Winnebago County Register of Deeds.

Adopted this 9<sup>th</sup> day of June, 2025

Requested by: George Dearborn, AICP, Director of Community Development	
Submitted by: Dale A. Youngquist, Village President	

1 /	$\mathcal{C}$	
l. Fink,	Village	Clerk
		I. Fink, Village

Dale A. Youngquist, Village President

# TAX INCREMENT DISTRICT NO. 2 DEVELOPMENT AGREEMENT RESERVE DEVELOPMENT LLC and the VILLAGE OF FOX CROSSING

of DEVELOPM	DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the day, 2025 by and between RESERVE DEVELOPMENT, LLC a/k/a RESERVE ENT GROUP LLC, a Wisconsin limited liability corporation (the "Developer"), and E OF FOX CROSSING, a Wisconsin municipal corporation (the "Village").
	RECITALS
Devel	oper and the Village acknowledge the following:
	The Developer desires to construct a 72-unit apartment project consisting of six 2) unit buildings within the boundaries of Tax Increment District No. 2 (TID 2) as <b>Exhibit A</b> , attached hereto.
B. spur economi	The Village has determined that development of the Project on the Property will c development, expand the Village's tax base, and create additional housing.
forth in this	This Project is located within the boundaries of Tax Increment District No. 2. The ed "Project Plan" will provide for, among other things, the financial assistance set Agreement, pursuant to Section 66.1105, Wisconsin Statutes (the "Tax Increment Village has determined that such financial assistance is a Project Cost under the Tax Law.
	The Village has determined that the amount of financial assistance to be provided ment is the amount necessary to induce development of the Project. The Project occeed but for the financial assistance set forth in this Agreement.
	The Village, pursuant to Village Board action dated, 2025 has a Agreement and authorized the execution of this Agreement by the proper Village e Village's behalf.
F. officers to exc	The Developer has approved this Agreement and authorized the appropriate ecute this Agreement on the Developer's behalf.
	Except where expressly defined herein, terms that are capitalized but not defined in ent and that are defined under the Tax Increment Law shall have the definitions are terms by the Tax Increment Law.

#### **AGREEMENT**

In consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

# ARTICLE I PROJECT PARAMETERS AND SCHEDULE

- A The "Project" requirements are as described in this paragraph. Developer warrants and represents that Developer will construct the Project in substantial accordance with the concept plan and design attached as **Exhibit B** and in strict accordance with all applicable Village zoning and building codes, ordinances and regulations. Developer warrants and represents to the Village that the Project will include six (6) apartment buildings with twelve (12) units each and the Project will be complete on or before December 31, 2027. Developer warrants and represents that the improvements to be constructed on the Property will result in \$8,000,000.00 of additional assessed value on or before January 1, 2028 ("additional assessed value" means the equalized value of the Property and improvements on January 1, 2028 less the equalized value of the Project will commence on or about December 31, 2025. Project completion is defined as the issuance of the Certificate of Occupancy.
- B Developer warrants and represents to the Village that but for the assistance to be provided by the Village under Article II, herein, Developer would not be able to proceed with the Project.
- C Developer and Village acknowledge that various undertakings of the parties may require approvals from the Village Board and other governmental bodies. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

## ARTICLE II VILLAGE OBLIGATIONS

- A. Village shall cooperate with Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications in accordance with applicable Village ordinances.
- B. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the Village to Developer to construct and complete the Project, the Village will provide financial assistance to the Developer to partially offset Project costs, in the form of periodic cash grants pursuant to Section §66.1105(2)(f)(2)(d) Wisconsin Statutes (hereinafter the "Incentive"), as follows:
  - 1. In a total maximum amount (hereinafter "Maximum Incentive") equal to the lesser of:
    - a. Eight Hundred Thousand Dollars (\$800,000); or
    - b. A percentage of the increase in equalized value of the Property and improvements from January 1, 2025 to January 1, 2028 (the "increase" will

not include the base value of the Property existing on January 1, 2025) based on the following schedule:

i.	Increase of \$10,000,000 or greater attributed to completed buildings	8.0%
ii.	Increase of \$9,000,000 to \$9,999,999 attributed to completed buildings (maximum of \$675,000)	7.5%
iii.	Increase of \$8,000,000 to \$8,999,999 attributed to completed buildings (maximum of \$560,000)	7.0%

- 2. An amount not to exceed the Maximum Incentive in aggregate shall be paid by the Village to the Developer in periodic installments as follows:
  - a. For purposes of this Agreement, "Tax Increment" shall mean the amount obtained by multiplying the total county, Village, school, technical college district, and other local general property taxes levied on the Property in a given year by a fraction having as a numerator the Value Increment in a given year, and as the denominator, the equalized value of the Property in said year. The "Value Increment" means the equalized value of the Property in a given year less the equalized value of said Property as of January 1, 2025. Beginning in 2029, the Village shall pay a portion of the Maximum Incentive to the Developer in annual installments when and only to the extent the Tax Increment is received by the Village and becomes available to the Village to make said payments to the Developer. Each annual installment shall be equal to an amount that is ninety percent (90%) of the Tax Increment attributable to the Property during the preceding year and actually received by the Village. No Tax Increments are pledged as security for the payment of the Village's obligations hereunder.
  - b. The Village shall pay the annual installments on August 31 of each year beginning in 2029 (or as soon thereafter and to the extent that the Tax Increment is received by the Village and is available to the Village to make said payment).
  - c. Annual installment payments shall cease upon the earlier to occur of (i) full payment of the Maximum Incentive; or (ii) termination of this Agreement, as provided herein. In the event that the Agreement is terminated in accordance with the terms stated herein prior to the full payment of the Maximum Incentive, any unpaid and outstanding portion of the Maximum Incentive that would otherwise be due to the Developer shall be forgiven and the Village shall have no further obligations to the Developer under this Agreement.
  - d. The Village may prepay the Maximum Incentive, in its sole discretion, at any time, with no prepayment penalty.

- C. This Agreement fully evidences the Village's obligation to pay the Incentive. No separate instrument will be prepared to separately evidence the Village's obligation to pay the Incentive. The Incentive shall not be included in the computation of the Village's statutory debt limitation because the Incentive is limited and conditional and no taxes will be levied or pledged for its payment. Nothing in this Agreement shall be deemed to change the nature of the Village's obligation from a limited and conditional obligation to a general obligation.
- D. The Village covenants to Developer that until the Maximum Incentive has been paid in full, the Village shall not close the District prior to its statutory expiration date 20 years following its creation.
- E. The Village shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Incentive and annual Tax Increments received from the District.

# ARTICLE III PAYMENT OF TAXES

- A. Throughout the duration of the District, all ad valorem property taxes properly assessed against the Property must be paid by the Developer or its successor in interest timely and in full.
- B. As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes.
- C. In the event that all or any portion of the Property becomes exempt from ad valorem property taxes during the life of the District or within the twenty (20) years following the closure of the District, the Developer or its successor in interest will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the total ad valorem property taxes would have been for such Property had it not been exempt. If the Developer conveys any portion of the Property to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of such Property the foregoing obligation for payments in lieu of taxes. The Village shall be a beneficiary of such covenant and entitled to enforce same against the successor owners. This Agreement shall be recorded in the chain of title and indexed against the Property.

# ARTICLE IV OTHER OBLIGATIONS OF DEVELOPER

- A. Developer shall be responsible to pay to the Village and other applicable governmental entities all usual and customary fees associated with the Project and any related development. Developer shall also be required to observe and be in compliance with all development-related Village ordinances and all development-related rules and ordinances of other applicable governmental entities. Said fees and ordinances include, but are not limited to:
  - B. Fees and costs included on the attached Exhibit C.

#### ARTICLE V NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the Village and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

#### ARTICLE VI CONFLICT OF INTEREST

No member, officer or employee of the Village, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

#### ARTICLE VII WRITTEN NOTICES

Any written notice required under this Agreement shall be sent to the following individuals:

#### FOR THE VILLAGE:

Village of Fox Crossing Director of Community Development 2000 Municipal Drive Neenah, WI 54956 Attention: George L Dearborn Jr, AICP

#### FOR DEVELOPER:

Reserve Development Group LLC 1835 Edgewood Dr. Appleton, WI 54913 Attention: Anthony Walsh

#### ARTICLE VIII ASSIGNMENT

No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party. Notwithstanding the foregoing, Developer may assign its right to receive the Incentive to a related entity or to a successor entity that acquires substantially all of the stock or assets of Developer and that continues to occupy the Project and comply with all of the Developer's obligations stated herein.

# ARTICLE IX CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT

- A. The Village shall have no obligation to make any payment of the Incentive to Developer unless and until Developer shall have completed the Project in compliance with all requirements of this Agreement, including any applicable time restrictions. Time is of the essence and payment of the Incentive shall not be prorated based upon percentage of timely completion. If the Developer does not complete the Project, obtain a certificate of occupancy, and substantially occupy the Project on or before December 31, 2027, the Village's obligations to pay the Developer all or any portion of the Incentive under this Agreement shall be at an end.
- B. This Agreement, and the Village's obligation to make any further payments of the Incentive, shall terminate when any of the following shall have occurred:
  - 1. The Incentive is paid in full.
  - 2. The statutory life of the District expires 20 years after its creation.
  - 3. The Developer or its successor materially violates any term of this Agreement.
  - 4. The occurrence or non-occurrence of other events specifically referenced herein.

# ARTICLE X MISCELLANEOUS

- A. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of Village or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
  - B. The laws of the State of Wisconsin shall govern this Agreement.
- C. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
- D. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.
- E. Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.
  - F. Either Party to this Agreement may record it in the chain of title for the Property.
- G. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any

other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

<Signatures on Following Page>

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

# VILLAGE OF FOX CROSSING:

	By:
	By:
ATTEST:	
By:	
STATE OF WISCONSIN ) ) ss. WINNEBAGO COUNTY )	
Personally came before me this Youngquist, Village President and Darla	s day of, 2025, Dale A. M. Fink, Village Clerk, of the Village of Fox Crossing persons who executed the foregoing instrument and not for the purposes therein intended.
	Notary Public, State of Wisconsin My commission is/expires:
APPROVED AS TO FORM:	
Ву:	
Its:	_

# DEVELOPER:

Reserve	Development	Group,	LLC
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By: Prin	nted Name: Anthony Walsh
Title	e: Chief Executive Officer
STATE OF WISCONSIN ) ) ss. WINNEBAGO COUNTY )  Personally came before me this  ANTHOMY WOLD , to me known instrument and acknowledged the same in the cap	n to be the person who executed the foregoing
PUBLIC OF WISHING	Notary Public, State of Wisconsin My commission is/expires: 9\30\2025

# SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Concept Plan and Design
- C. Fee Schedule

## EXHIBIT A

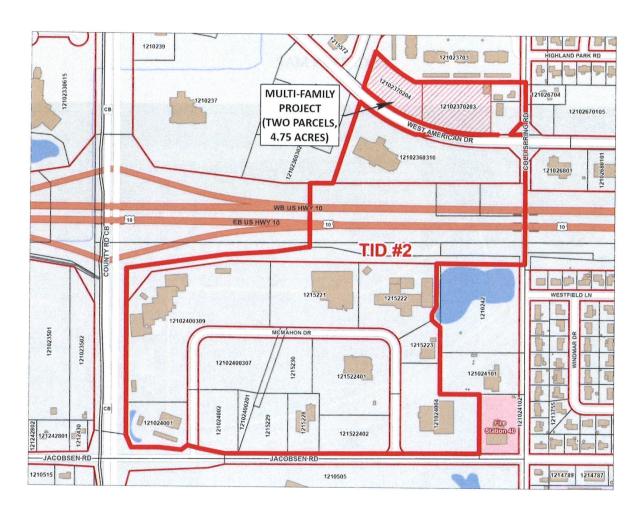
T NE SE DESC AS LOT 4 OF CSM-7515 1.88 A. and T NE SE DESC AS LOT 3 OF CSM-7515 2.87 A. for a total of 4.45 acres

# LOCATION MAP



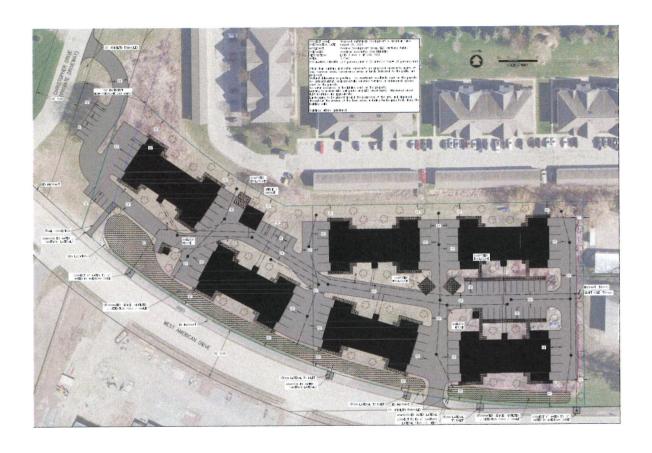
# EXHIBIT A (Continued)

# TAX INCREMENT DISTRICT NO. 2 MAP



# **EXHIBIT B**

# CONCEPT DESIGN MAP



# EXHIBIT B (Continued)







#### **EXHIBIT C**

#### FEE SCHEDULE\*

**Review and Inspection Fees:** 

Administration Fees: \$2,000 Attorney Fees: \$3,500 Escrow Fee for Information Submission: \$5,000

Sanitary Sewer & Water Main:To Be DeterminedStorm Sewer:To Be DeterminedStreet Engineering:To Be DeterminedStreet Signs:To Be Determined

**Outstanding Assessments and Charges:** 

Park Fees in Lieu of Land Dedication:

Based on number of bedrooms

(Payable with Each Building Permit See Village Fee Schedule)

Park Facilities Impact Fee: Based on number of bedrooms

(Payable with Each Building Permit See Village Fee Schedule)

Fire Impact Fee: Based on permit values

(Payable with Each Building Permit See Village Fee Schedule)

Sanitary Sewer Connection Fee: \$1,700 per acre Interceptor Fee: \$1,500 per acre

Building Permit Fees (Calculated with Building Permits) See Village Fee Schedule

**Zoning Fees:** (Collected with Building Permit)

Zoning Fee \$200+.05/sq ft of building area

Site Plan Review: \$150 + \$3 per 1,000 sq ft of disturbed

area over 10,000 sq ft

Drainage Review: \$1,100 plus any additional review fees,

if applicable

Detention Pond Inspection: \$450 plus any additional review fees,

if applicable

<sup>\*</sup> Fees subject to change; based on current approved fee schedule adopted by the Village Board on January 1, 2025.

#### RES #250609-2

# <u>AWARD BID – 2025 CONCRETE WORK PROGRAM</u>

WHEREAS, on June 3, 2025, sealed bids for the 2025 Concrete Work Program were due in the office of the Street Department by 10:00 a.m., at which time they were publicly opened and read; and

WHEREAS, three (3) bids for the Base Bid were received: (bid tabulation enclosed)

<u>Contractor</u>	Base Bid
Vinton Construction Co.	\$166,789.50
Al Dix Concrete, Inc.	\$194,500.00
Sommers Construction Co., Inc.	\$211,643.00

WHEREAS, it is the recommendation of Engineer Lee Reibold and Public Works Director Joe Hoechst to award the Base Bid to the lowest responsible bidder, Vinton Construction Co., in the amount of \$166,789.50, with final quantity adjustments made by change order to reflect actual quantities.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Bid for the 2025 Concrete Work Program to the lowest responsible bidder, Vinton Construction Co., 1322 33<sup>rd</sup> Street, P.O. Box 137, Two Rivers, Wisconsin, for the total amount of \$166,789.50.

Adopted this 9<sup>th</sup> day of June, 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



June 3, 2025

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

Re:

Village of fox Crossing

2025 Concrete Pavement Repair Program

Letter of Recommendation McM. No. F0057-09-25-00136-D

Dear Joe:

On June 3, 2025, bids were received for the 2025 Concrete Pavement Repair Program project. Three bids were received, ranging in price from \$166,789.50 to \$211,643.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0057-09-25-00136-D to the low bidder, Vinton Construction Company, in the amount of \$166,789.50.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return dated/signed copy to our office for incorporation into the Contract Documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

Lee R. Reibold, P.E.

Associate / Sr Municipal & Civil Engineer

LRR:car

**Enclosures:** 

Notice of Award

**Bid Tabulation** 

## **SECTION 00 51 00.00**

## NOTICE OF AWARD

Dated:			
То:	VINTON CONSTRUCTION COMPANY 1322 33 <sup>rd</sup> Street PO Box 137 Two Rivers, WI 54241		
Contract No.	F0057-09-25-00136-D		
Project: 2025 CONCRETE PAVEMENT REPAIR PROGRAM For The VILLAGE OF FOX CROSSING   Winnebago County, Wisconsin			
the apparent su	ed that your Bid, dated June 3, 2025, for the above Contract has been considered. You are accessful Bidder and have been awarded a Contract for the 2025 Concrete Pavement Repair the Village of Fox Crossing, Winnebago County, Wisconsin.		
	Price of your Contract is One Hundred Sixty-Six Thousand Seven Hundred Eighty-Nine & (\$166,789.50).		
You must con Award, that is	apply with the following conditions precedent within 15-days of the date of this Notice of by		
2. You m Instruct 3. You m	nust deliver to the OWNER three (3) fully executed counterparts of the Agreement including Contract Documents.  nust deliver with the executed Agreement the Contract Security (bonds), as specified in the ctions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.  nust deliver Insurance Certification complying with the General Conditions and Supplemental tions of the Contract Documents.		
	ply with these conditions within the time specified will entitle OWNER to consider your Bid annul this Notice of Award and to declare your Bid Security forfeited.		
	igned counterpart of the Agreement, with the Contract Documents attached, will be returned 15-days after you comply with the above noted conditions.		
VILLAGE O	F FOX CROSSING   Winnebago County, Wisconsin		
(authorized sig	gnature)		
(title)	· · · · · · · · · · · · · · · · · · ·		
Witness:			

# **BID TABULATION**

VILLAGE OF FOX CROSSING	,,	. F0057-09-25-00136-D	ne: June 3, 2025 @ 10:00 a.m., local time	
OWNER:	Project Name:	Contract No.	Bid Date/Time:	Project Manager:

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

AL DIX CONCRETE, INC.	401 Gertrude Street	Kaukauna, WI 54130	
VINTON CONSTRUCTION CO.	1322 33rd Street	PO Box 137	Two Rivers, WI 54241

SOMMERS CONST. CO., INC. W7841 Smith Street Shiocton, WI 54170

	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
oving Concre	Removing Concrete Pavement (WisDOT No. 204.0100)	\$57.65	\$49,002.50	\$20.00	\$17,000.00	\$28.85	\$24,522.50
: Aggregate I	Base Aggregate Dense, 1-1/4 Inch (WisDOT No. 305.0120)	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$0.01	\$0.50
crete Curb a	Concrete Curb and Gutter 30 Inch Type D	\$40.00	\$8,000.00	\$75.00	\$15,000.00	\$79.00	\$15,800.00
crete Pavem	Concrete Pavement 9 Inch Reinforced (WisDOT No. 415.0090)	\$87.19	\$52,314.00	\$140.00	\$84,000.00	\$144.00	\$86,400.00
crete Pavem	Concrete Pavement HES 9 Inch Reinforced (WisDOT No. 415.1090)	\$90.19	\$18,038.00	\$150.00	\$30,000.00	\$148.00	\$29,600.00
ed Tie Bars (	Drilled Tie Bars (36 Inch Spacing) (WisDOT No. 416.0610)	\$9.00	\$3,600.00	\$10.00	\$4,000.00	\$10.00	\$4,000.00
ed Dowel Ba	Drilled Dowel Bars (15 Inch Square) (WisDOT No. 416,0620)	\$16.50	\$14,850.00	\$15.00	\$13,500.00	\$17.00	\$15,300.00
Dowel Bars		\$8.00	\$800.00	\$20.00	\$2,000.00	\$19.00	\$1,900.00
Manhole Adjustment	nent	\$650.00	\$1,950.00	\$1,000.00	\$3,000.00	\$950.00	\$2,850.00
nlet Adjustment		\$650.00	\$1,300.00	\$1,000.00	\$2,000.00	\$950.00	\$1,900.00
ing Concrete	Sawing Concrete (WisDOT No. 690.0250)	\$2.75	\$5,500.00	\$4.00	\$8,000.00	\$5.00	\$10,000.00
duit Loop Det	Conduit Loop Detector (WisDOT No. 652.0800)	\$6.00	\$2,880.00	\$8.00	\$3,840.00	\$8.00	\$3,840.00
) Detector Le	.oop Detector Lead In Cable (WisDOT No. 655.0700)	\$4.00	\$800.00	\$6.50	\$1,300.00	\$7.25	\$1,450.00
υ Detector W	Loop Detector Wire (WisDOT No. 655.0800)	\$0.90	\$1,125.00	\$2.00	\$2,500.00	\$2.00	\$2,500.00
king Line Epox	Marking Line Epoxy 8 Inch (WisDOT No. 646.3020)	\$3.50	\$490.00	\$4.00	\$560.00	\$9.00	\$1,260.00
king Arrow Ep	Marking Arrow Epoxy (WisDOT NO. 646.5020)	\$350.00	\$2,100.00	\$400.00	\$2,400.00	\$800.00	\$4,800.00
king Stop Lir	Marking Stop Line Epoxy 18 Inch (WisDOT No. 646.6120)	\$24.00	\$1,920.00	\$30.00	\$2,400.00	\$40.00	\$3,200.00
king Crossw	Marking Crosswalk Epoxy Transverse Line 6 Inch (WisDOT No. 646.	7420) \$14.00	\$1,120.00	\$25.00	\$2,000.00	\$29.00	\$2,320.00

5% Bid Bond	Subcontractor Self Perform Gordon Work Zones
5% Bid Bond	Subcontractor N/A Warning Lites of Appleton
5% Bid Bond	Subcontractor VCC to Self Perform Warning Lites of Appleton
	Sawing Traffic Control

\$211,643.00

\$194,500.00

TOTAL (Items 1. through 18., Inclusive)

Bid Security

#### RES #250609-3

#### AWARD PROPOSAL – WITTMANN PARK COURTS REPAIR & RECOLOR PROJECT

WHEREAS, three (3) proposals for the Wittmann Park Courts Repair & Recolor Project were submitted to the Parks & Recreation Department (proposal tabulation as follows):

<u>Vendor</u>	Base Proposal
Valley Sealcoat, Inc.	\$ 18,260.00
Holbrook Tennis Court Surfaces, LLC	\$ 18,500.00
Munson, Inc.	\$ 26,374.00

WHEREAS, it is the recommendation of the Parks & Recreation Director Amanda Geiser to award the Base Proposal to Valley Sealcoat, Inc., in the total amount of \$18,260.00, with final quantity adjustments made by change order to reflect actual quantities.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Proposal for the Wittmann Park Courts Repair & Recolor project to Valley Sealcoat, Inc., W6265 Contractor Drive, Appleton, Wisconsin, for the total amount of \$18,260.00.

Adopted this 9th day of June, 2025

Requested by: Amanda Geiser, Director of Park & Recreation

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



# VILLAGE OF FOX CROSSING, WISCONSIN PARKS AND RECREATION DEPARTMENT

## **REQUEST FOR QUOTES**

Wittmann Park – Tennis and Basketball Rehabilitation Project May 2025

#### **INTRODUCTION**

The purpose of this document is to outline the requirements and procedures for the submission of formal written quotes from companies who are interested in performing the work required to resurface/rehabilitate the tennis and basketball courts at Wittmann Park, 920 Airport Road in the Village of Fox Crossing, WI. The area is approximately 14,300 square feet.

#### **ISSUING AGENCY**

This request is being issued by the Village of Fox Crossing Parks and Recreation Department. The company selected to do this work will contract with, and be responsible directly to, the Village of Fox Crossing for the completion of the work described in this document.

#### **CONTACT PERSON**

Questions for clarification concerning this document should be directed to:

Amanda Geiser, Director of Parks and Recreation Fox Crossing – Parks and Recreation Department 2000 Municipal Drive Neenah, WI 54956

P: (920) 720-7143

E: ageiser@foxcrossingwi.gov

#### **SCOPE OF SERVICES**

The Village of Fox Crossing is requesting a quote to provide all labor and materials for sealing, filling, re-surfacing and related work for the multi-use tennis and basketball courts at Wittmann Park. Courts are utilized for tennis, pickleball and basketball play. The courts are located at 920 Airport Road, Menasha, WI 54952.





#### **EXAMINATION OF SITE**

Each contractor shall visit the site and acquaint themselves with conditions relating to the work so the contractor may fully understand the difficulties and restrictions which may affect execution of the work. The Village will offer a walkthrough of the facility should any interested contractor request it. The submission of a proposal shall be taken as evidence of compliance with this requirement.

#### **GENERAL REQUIREMENTS AND SPECIFICATIONS**

The work associated with the project includes the following:

1. CLEANING - Hydro Cleaning - We need a water hook-up.

Contractor shall perform an aggressive surface cleaning of the entire surface to clear the area of dirt, foreign materials and any loose or peeling coating. Preparation shall be sufficient enough to allow new coatings to bond to a solid substance.

#### 2. CRACKPATCHING

Contractor shall fill cracks with tennis court cracksealer and patch minor birdbaths.

#### 3. LEVEL ENTIRE SURFACE

Contractor shall apply one (1) coat of acrylic resurfacer for the filling and leveling of the surface.

#### 4. COLOR COATING AND PLAY LINES

Contractor shall apply two (2) coats of acrylic textured color coating. Coating shall match existing color scheme (dark green courts and medium green border). Courts shall be lined in an acrylic white color, apart from the pickleball court, which shall be lined in an acrylic yellow color.

Courts shall be laid out, taped and striped according to:

- USTA specifications for the tennis court.
- USAPA specifications for the pickleball court.
- High school specifications for the half basketball courts.

#### 5. CLEAN UP

Upon completion of the work, contractor shall clean all surfaces and remove all materials and debris from the site.

#### **QUALIFICATIONS OF CONTRACTORS**

Contractors submitting a quote shall submit three references of previous municipal and/or school district projects that have been completed in the past three (3) years.

#### **DIRECTIONS FOR SUBMITTAL**

Proposal materials must be received by 11:00AM on May 16, 2025. Proposals should be submitted to:

#### Email:

Amanda Geiser, Director of Parks & Recreation – ageiser@foxcrossingwi.gov

-or-

#### Postal Mail:

Village of Fox Crossing Parks & Recreation Department Attn: Wittmann Park Court Rehabilitation 2000 Municipal Drive Neenah, WI 54956

#### **SCHEDULE**

- Reguest For Quotes published April 30, 2025
- Quotes must be received no later than 11:00AM on Friday, May 16, 2025
- Preferred construction and completion timeline is by the end of 2025
  - Contractors may reach out with any concerns on this timeline

#### REJECTION

The Village of Fox Crossing reserves the right to reject all proposals and/or to accept the proposal deemed most advantageous to the Village.

# WITTMANN PARK TENNIS/BASKETBALL COURTS QUOTE SUBMISSION FORM

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein and agree to furnish materials and labor to complete Wittmann Park Tennis/Basketball Court Rehabilitation Project.

**Total Project Cost** 

Total Project Cost	Proposed Completion Timeline
\$18,260.00	September 2025 or earlier
Eighteen thousand two	
List three references of previous municipal and/or schothree (3) years.	ol district projects that have been completed in the past
Reference #1	
Organization Name: Appleton A Contact Person: Joe Sargean	rea School District
Contact Person: Jue Sargean	11 Phone: (920) 832-6148
Reference #2	
Organization Name: Neenah A	2
Contact Person: Mirsn Const.	Phone: (920) 969-7000
Reference #3	
Organization Name: Fox Valley	Lutheran High School
Organization Name: Fox Valley Contact Person: Catalyst Const.	Phone: (928) 574-2689
Signed: Shawn Walter	Date: 05/16/2025
Representative Name: Shawn Wal	ter
Title: President	
Company: Jalley Sealcout, I	
Address: W6265 Contracto	r Dr. Appleton, WI 54914
Phone Number: (920) 378 - 3409	cell
Email: shown valley SCC ya	hos, com
, x	

## ORD #250609-1 First Reading

# AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §294-3(C) FOR PARKS AND RECREATION REGULATIONS, RESERVATIONS AND PERMITS

## The Village Board of the Village of Fox Crossing do ordain as follows:

Part I. Chapter §294-3(C) Regulations, Reservations and Permits, is hereby amended to read as follows (amendment in red):

## §294-3(C) Regulations, reservations and permits.

- C. Pavilion and Community Center fees/rules regarding the Park Commission's issuance of such permits include the following:
  - (1) Park pavilion or Community Center rentals shall be issued on a first-come, first-served basis no earlier than 11 2 months prior to rental date.
  - (2) The rental fee schedules can be obtained from the Parks and Recreation Department upon request, or viewed in the Village Fee Schedule as referenced by this Code section.
  - (3) Nonprofit organizations will be charged half of the regular facility fee, and the reservation/damage deposit shall be waived for rental Monday through Thursday. The full facility fees shall be charged Friday through Sunday. Any additional cleanup or damage will be charged to the organization.
  - (4) A refundable reservation/damage deposit set forth in the Village Fee Schedule, reference this Code section, is required to reserve a rental facility on any given date. The rental facility reservation form must be completed and the deposit must be paid in order to secure the rental date. The balance of the rental fees is due when picking up the keys. Failure to comply will result in the cancellation and forfeiture of reservation/damage deposit.
  - (5) Renters must be 21 years of age or older to rent facilities. If renters are planning an event that is designed for children, proper supervision must be secured. Events for children ages 14 and below must be supervised at a ratio of one to 15. Events for young adults age 15 to 21 must provide supervision at a ratio of one to 25. At the time of rental confirmation, names and ages must be provided of those supervising an event for minors.
  - (6) Cancellation of reservations must be done two weeks in advance of rental by notifying the parks and recreation office and receiving confirmation of cancellation. An administrative cancellation fee as set forth in the Village Fee Schedule will apply. Failure to cancel at least two weeks in advance will result in forfeiture of the reservation/damage deposit.
  - (7) Reservation/damage deposit refunds are processed during the week following the event or after return of rental equipment/key. If substantial cleanup or damage occurs, these costs will be deducted from the reservation/damage refund. A letter itemizing the deductions will be sent to the renter.
  - (8) A park pavilion permit is for use of the pavilion only. Park pavilion fees are nonrefundable and nontransferable in the case of bad weather conditions or change of plans.

- (9) The Park Commission reserves the right to refuse a permit to any group or persons making application for such permit when it reasonably believes any of the following may result or occur from the stated park or Community Center use:
  - (a) Substantial disturbance would be caused to residents and/or other park users.
  - (b) The purpose of the gathering is solely for the consumption of alcohol beverages allowed in the parks, and the Commission reasonably believes the gathering could end with disturbances and damages to the park. Consumption of alcohol beverages is not allowed at the Community Center.
  - (c) Where previous uses by the renter applying for the permit have resulted in disturbances of any nature such as is outlined above.
- (10) During the months of June, July, and August, when the parks and athletic fields are being used by organized summer programs, no permits for picnics shall be available until after the hour of 4:00 p.m. Monday through Thursday. The Park Commission has granted permission for the use of the parks to baseball and soccer leagues, which have the first priority to use the baseball and/or soccer fields at Fritsch, O'Hauser, Palisades, and Wittmann Parks.
- (11) Sales of fermented malt beverages or intoxicating liquors cannot be made on Village of Fox Crossing park property without first obtaining written permission from the Park Commission and thereafter applying for an application from the Village Clerk and approval granted by the Village Board at least six weeks prior to rental.
- (12) No person shall establish, erect or use any temporary structures, such as tents, covers, or other temporary structures, in any Village park, unless previous written permission is given by the Park Commission.
- (13) No person shall establish any carnival rides, whether miniature or otherwise, or conduct any business for entertainment in the parks without first obtaining written permission from the Village Park Commission and securing necessary permits from the Village Clerk.
- (14) The Park Commission may require a bond to be filed by the applicant to indemnify the Village for damages, actions for liability against the Village, and damage to Village property. The Park Commission may establish additional rules for the use of the permit.
- (15) Sale of concessions and all other goods on or about the park property is prohibited without first obtaining written permission from the Park Commission and securing necessary permits from the Village Clerk.
- (16) Inflatable bouncy toys will be permitted with proof of insurance naming the Village of Fox Crossing as an additional insured. Renters will be responsible for properly staking per manufacturer's specifications, diggers hotline, and all related costs.

- (17) Dunk tanks will be permitted with proof of insurance naming the Village of Fox Crossing as an additional insured. Renters will be charged for water and staff hours needed to fill the tank.
- (16) Inflatable bouncy toys, dunk tanks, and any other mechanical amusement devices are not allowed in any Village of Fox Crossing park without first obtaining written permission from the Director of Parks and Recreation.

Part II. All ordinances or parts of ordinances contradicting the provisions of this ordinance are hereby repealed.

Part III. This ordinance shall take effect and be in full force from and after its passage and publication or posting.

Date Introduced: June 9, 2025	
Date Adopted:	
Requested by: Amanda Geiser, Director of Submitted by: Dale A. Youngquist, Village	
	Dale A. Youngquist, Village President
	Attest: Darla M. Fink, Village Clerk

#### RES #250609-4

# AMEND VILLAGE OF FOX CROSSING FEE SCHEDULE FOR COMMERCIAL ELECTRICAL AND PLUMBING PERMIT FEES

WHEREAS, on July 13, 2020, the Village of Fox Crossing Board of Trustees adopted the Village of Fox Crossing Fee Schedule (previously listed as Appendix B of the former Fox Crossing Municipal Code); and

WHEREAS, the Village received notice that the Village's contracted commercial electrical and plumbing inspector, Birschbach Inspection Service, Inc., planned to increase their inspection rates; and

WHEREAS, the Village solicited proposals from three (3) electrical and plumbing contractors including SAFEbuilt Wisconsin, LLC, MSA Professional Services, Inc., and Birschbach Inspection Service, Inc.; and

WHEREAS, Birschbach Inspection Service, Inc. remains the lowest cost responsible contractor for the Village; and

WHEREAS, the Village needs to amend the Fox Crossing Fee Schedule to account for the change in costs in contracted inspection services.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby amends the Village of Fox Crossing Fee Schedule for Commercial Electrical and Plumbing Permit Fees, as attached, effective June 10, 2025.

Adopted this 9<sup>th</sup> day of June, 2025

Requested by: George Dearborn, Community Development Director

Luke Fischenich, Building Inspector

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

# **VILLAGE OF FOX CROSSING FEE SCHEDULE**

Code Section	Licenses & Permits	Fee	State Statute
	Alcohol	100	
146-3A	Class A Beer, annual or pro-rated	\$300.00	§125.25
146-3C(1)	Class B Beer, annual or pro-rated	*\$100.00	§125.26(4)
146-3C(2)	Six-Month Class B Retailer's (Class B Beer), one per year	*\$50.00	§125.26(5)
146-3E	Class A Liquor, annual or pro-rated	*\$400.00	§125.51(2)(d)
146-3F	Class B Liquor, annual or pro-rated	*\$500.00	§125.51(2)(d)
146-3]	Class C wine, annual or pro-rated	*\$100.00	§125.51(3m)
146-3K	Provisional Class A ,B or C Retail License, limited to 60 days, one per year	*\$15.00	§125.185(3)
146-3H(3)	Reserve "Class B" Retailer's (fee in addition to Class B Beer & Liquor License)	*\$10,000.00	§125.51(3)(e)(2)
146-11	Publication fee	1	
146-3L	Operator's License, 2 Year or pro-rated §125.32(2) (includes background check)	\$55.00	§125.04(3)(g)
146-4	Duplicate Operator's License, if lost or stolen	\$62.00	§125.68(2)
	Provisional Operator's License, expires in 60 days, one per year	\$5.00	C10E 17/E)
146-3M		*\$15.00	§125.17(5)
146-3I	Temporary Operators, valid 14 days; person limited to 2 licenses per year	\$10.00	§125.17(4)
146-3D	Temporary Retailer's Class "B" (Picnic license)	*\$10.00	§125.51(10)
146-3	Wholesale Beer	*\$25.00	§125.28
146-3L(2)(b)	Background check by Police Department	\$7.00	
146-12	Agent, successor (Corp. or LLC)	*\$10.00	§125.04(6)(e)
146-10	Transfer license; from place to place within Village	\$10.00	
146-13F	Beer Garden Permit, annual	\$150.00	
	Amusements		
150-4	Special Event License (includes the original inspection), First 48 hrs.	\$150.00	
	Fee every 24 hours thereafter, in addition to fee above	\$25.00	
	Escrow fee shall be required (may be refunded after 30 days)	\$150.00	
	Re-inspections (if required) each, shall be charged an additional fee	\$25.00	
150-7	Mechanical Amusement Device License, annual (Coin-op. devices, pool table, dartboard,	\$150.00	
	karaoke) Six-month license	475.00	
		\$75.00	
24.40	Bicycles		
364-19	Bicycle License & registration required, ID tags shall be affixed	No charge	
	Business Licenses (Permanent Merchants)		
150-10	Public Dances	\$50.00	
150-19	Bowling Alley, annual fee	\$100.00	
270-3	Massage Therapy Permit, annual	\$200.00	
298-4	Pawnbrokers License, annual	\$210.00	§134.71(11)(a)
298-4	Secondhand Article Dealer License, annual	*\$27.50	§134.71(11)(b)
298-4	Secondhand Jewelry Dealer License, annual	*\$30.00	§134.71(11)(c)
298-4	Secondhand Dealer Mall, Flea Market, two-year license	*\$165.00	§134.71(11)(d)
352-6	Permanent Merchant, Door-to-Door Sales; fee plus background investigation fee	\$35.00	
317-3	Salvage Yard Operator, licensed annually	\$100.00	
317-3	Six-month license may be obtained	\$50.00	
364-13B	Snowmobile Renter Business License	\$25.00	
345-3B	Taxicab or Limousine Service, Business License, annual	\$100.00	
345-3D	Each Operator; two-year license, renews in even years	\$25.00	
345-8	Replacement license, lost or stolen	\$5.00	
364-31	Tracks including any concourse must be licensed, semi-annual	\$150.00	
364-34	Surety bond required	\$1,000.00	
	1	, =, = = = =	

# **VILLAGE OF FOX CROSSING FEE SCHEDULE**

352-12B	Disclosure requirement; buyer's right to cancel if transaction more than stated amount	\$25.00	§423.203
	Christmas Trees		
179-3	Christmas Tree Sales	75.00	
	Cigarettes / Tobacco Products		
182-2	Cigarette or Tobacco Permit	*\$100.00	§134.65
	Community Gardens		
	Community Garden Plot Fee, per season		
	Resident	\$25.00	
	Non-resident C I I I I	\$30.00	
	Comprehensive Plan		
	Comprehensive Plan Future Land Use Map Amendments; fee plus advertising & meeting costs	\$500.00	
	Dogs and Cats		
154-3	Dog / Cat License, annual (required over age of 5 months of age) up to four animals		§174
	Spayed or neutered	\$7.00	
	Not spayed or neutered	\$12.00	
	Additional late fee, if after Mar. 31	\$5.00	
	Duplicate/replacement license	\$2.00	§174.053
154-4A	Kennel License (12 or less dogs and/or cats), annual	\$70.00	
	Fee each additional dog/cat in excess of 12	\$5.00	
	Additional late fee, if after Mar. 31	\$10.00	
154-12	Possession of impounded dogs/cats may be obtained	\$20.00	
	Escort Service		
209-6 & 209-7	Escort, Escort Service requires a license, annual/renewal	*\$500.00	
209-11D	Registration fee to P. D. for identification cards	\$25.00	
	Fire Department Fees		
53-4C	Outside investigation agencies requesting copies, per page - Refer to Public Records Requests		
	Agencies requesting photographs, each photograph-Refer to Public Records Requests		
218-48	Tent Inspection Fee; per inspection	\$25.00	
218-51A &	Zuit Inspection 200, per Inspection	Ψ23.00	
218-51B	Installation Permits Fees		
	Automatic fire extinguishing systems; fire detection system/fire alarm and related equipment	\$50.00/10,000 sq ft	
	based upon fee per 10,000 square footage of project area plus plan review fee below  *** Fees for plan review in addition to the above square footage fees. ***		
218-51B	Automatic fire extinguishing; fire detection system/fire alarm and related equipment	¢75.00	
218-51B	Fire pumps and related equipment	\$75.00	
218-51B	Private fire hydrants	\$75.00	
218-51B	Standpipe systems	\$75.00 \$75.00	
218-51B	Spraying or dipping	\$75.00	
210-31b	Fireworks Display	\$75.00	
218-42E	Bond required	\$2,000.00	
218-51D	Fireworks Display Permit Fee	\$2,000.00	
	Firefighters for apparatus, plus FF hourly payroll rate	\$45.00	
	Garbage & Recycling	ψ±5.00	
RES#090608-1	Garbage & Recycling Cart Fees		
	Carts, Additional	\$80.00	
L		400.00	

	VILLAGE OF FOX CROSSING FLE SCHEDOLE		
	Additional Cart Annual Fee	\$60.00	
	Cart Cleaning Fee	\$25.00	
	Cart Exchange Fee	\$25.00	
	Overflow Tags, per bag	\$2.00	
	Hotel/Motels		
232-8B	Hotel or Motel Permit; annual	\$500.00	
49-13	Room Tax imposed at a total rate for furnishing rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations to public	10%	§66.0615(1m)(a),§7 7.52(2)
	Impact Fees		
412-4	Fire Impact Fees		
	Single Family Residential	\$149.00	
	Multi Family Residential	\$124.00	
	Non-Residential	\$1.6198 per \$1,000	
412-5	Park Facilities Impact Fees	_	
	Studio / 1 bedroom	\$412.00	
	2 Bedroom Unit	\$617.00	
	3 Bedroom / Single Family Unit	\$823.00	
	2 Bedroom Unit	\$617.00	
	3 Bedroom / Single Family Unit	\$823.00	
325-24A(1)(b)[3]	Water/Sewer Interceptor Impact Fee		
	Residential or properties less than 1/3 acre	\$500.00	
	Per Acre Fee with 1/3 acre minimum (\$500)	\$1,500.00/Acre	
	Land Division Control		
419-5A	Preliminary Plat – Base fee, plus per unit fee	Base: \$200.00	
	Per unit fee	\$35.00	
419-5A(4)	Drainage Plan Review		
419-6A	Final Plat	\$200.00	
419-7A	Minor Land Division (CSM) - Base fee, plus per lot fee	Base: \$150.00	
	Per lot fee	\$10.00	
419-7A(4)	Minor Land Division Drainage Plan Review (if required)		
419-9C	Condominium Plat – Base fee, plus per unit fee, plus final plat fee	Base: \$200.00	
	Per unit fee	\$25.00	
	Final plat fee	\$150.00	
419-12A	Parkland Dedication, square footage per unit	1,768.10 sq.ft./unit	
419-12B	Fees in lieu of parkland dedication, per unit (if parkland dedication not required)		
	Adjusted Dec. 31 ea. year, and effective Jan. 1 of ea. year per Engineering News Record Construction Cost Index (1.00%)		
	Studio / 1 Bedroom	\$645.19	
	2 Bedroom Unit	\$967.04	
	3 Bedroom / Single Family Unit	\$1,290.38	
	Mobile Homes & Parks, Recreational Campers		
276-4B	Mobile Home Park License, fee per 50 spaces	\$100.00	§66.0435(3)(a)
276-4B	Surety bond required on file with Clerk	\$2,000.00	
276-4C	Transfer of license fee	\$10.00	
276-4D	Monthly parking fee (by values of home) as determined by State Stat.	Values, divide by 12	
174-4	Camper parking site permit, annual	\$10.00	
	I - I I I	φ10.00	

	Municipal Judge and Court		
26-1D	Mun. Judge, bond filed w/ Winn. Cty. Clerk of Courts, Village Clerk and State Adm. of Courts	\$2,000.00	§757.02, §755.03
	Park and Rental Facilities	, ,,,,,,,,	<i>g</i> , <i>g</i>
294-3C(2)	Park Pavilion Rentals		
	Fritsch, Palisades, O'Hauser N/S & Schildt, Wittmann – 1-125 guests (Resident/Non-Resident)	\$70.00 / \$88.00	
	Fritsch, Palisades, O'Hauser N/S & Schildt – 126-above guests (Resident/Non-Resident)	\$125.00 / \$156.00	
	Kitchen	\$35.00	
	Community Center – 5 Hour Rental		
	Maple Room without kitchen (Resident/Non-Resident)	\$60.00 / \$75.00	
	Maple Room with kitchen (Resident/Non-Resident)	\$80.00 / \$100.00	
	Robin Room	\$60.00 / \$75.00	
	Badger Room	\$45.00 / \$56.00	
	Maple/Robin Rooms combined with kitchen	\$120.00 / \$150.00	
	Community Center – Full Day rental		
	Maple Room without kitchen (Resident/Non-Resident)	\$95.00 / \$119.00	
	Maple Room with kitchen (Resident/Non-Resident)	\$135.00 / \$169.00	
	Robin Room	\$95.00 / \$119.00	
	Badger Room	\$65.00 / \$81.00	
	Maple/Robin Rooms combined with kitchen	\$205.00 / \$256.00	
	<b>Late Reservation Fee</b> - Reservation received five (5) business days or less prior to the reservation date	\$10.00	
	<b>Tent Fee</b> - For requests to erect a tent larger than 10'x10' in addition to renting a park pavilion.		
	Renter is responsible for requesting a Digger's Hotline locate and contacting the Fire		
	Department. The fee is per tent per day.	\$15.00	
	<b>Event Fee</b> - In addition to renting a park pavilion, for a request to use the park for an occurrence which is not within the normal and ordinary use of park premises, or which by nature of the event, may have a greater impact on Village services and resources (as determined by the Parks & Recreation Director and approved by Park Commission).	\$50.00	
294-3C(4)	Reservation/Damage Deposit	\$60.00	
294-3C(6)	Cancellation Fee	\$10.00	
294-3E	Fritse Park User Fee	\$45.00	
294-4D	Boat Trailer Parking Fee	7 30 13 0	
	Daily Permit Fee	\$4.00	
	Annual Permit Fee, resident	\$15.00	
	Annual Permit Fee, resident 55 & over	\$13.00	
	Annual Permit Fee, non-resident	\$30.00	
294-5D	Disc Golf Fees		
	Daily Disc Golf Course Permit	\$3.00	
	Annual Resident Disc Golf Course Permit - In Office Single/Double	\$20.00/\$35.00	
	Annual Non- Resident and On site Disc Golf Course Permit Single/Double	\$25.00/\$40.00	
	Processing, Miscellaneous Fees	φ20.00/φ10.00	
	Administrative Fee	5%	
	Interest on delinquent invoices, per annum	18%	
		1070	
	Returned check/ACH handling charge (example: NSF, Stop Payment, Closed Account, etc)	\$30.00	

	VILLAGE OF FOX CROSSING FEE SCHEDULE  Public Records Requests		
		Recording fee, mail	
49-11	Sanitary district annexation, street vacation, street or road name changes; Petitioner shall pay all "actual costs incurred"	& postage, publishing	
115-6F	Records requests; location fee for research, per hour (or portion of) after \$50 reached	\$25.00	
	Photocopies, 8-1/2 x 11 and 8-1/2 x 14 (b & w), per page up to 50 pages	\$0.25	
	Photocopies, 8-1/2 x 11 and 8-1/2 x 14 (b& w), per page, 51 and over	\$0.20	
	Photocopies, other than 8-1/2 x 11 and 8-1/2 x 14 & color	Actual cost	
	Photographs, each 4x6	\$0.50	
	Photographs, larger than 4x6	Actual cost	
	Computer disk, each	\$25.00	§6.36(6)
	Statewide Voter Registration System data file fee, plus	*\$25.00	
	an amount per 1,000 voter names	*\$5.00	
	Public Works Department		
310-6	Registration for Right-of-Way Occupancy	\$50.00/year	
310-10	Sanitary sewer main, storm sewer main, water main	\$5.00/Lineal Ft.	
	Sanitary sewer and storm sewer structures	\$500 each	
	Tunneled, plowed, or directional bored underground utilities in ROW	\$.25/Lineal Ft.	
	HDPE plastic conduit, PVE piping, ducts, steel pipe, other approved materials (each)	\$.25/Lineal Ft.	
	New or replacement overhead cabling/wires	\$.10/Lineal Ft.	
	New or replacement underground cabling/wires (no ground disturbance)	\$.10/Lineal Ft.	
	Large cabinets 36" x 60" x 59", large vaults 30" x 48" x 36", control & switching "huts"		
	Transformers or VRAD cabinets	\$200 each	
	Smaller cabinets, vaults, pedestals	\$100 each	
	New or replacement utility manholes, hand holes, flower pots and monitoring or purging wells	\$50 each	
	Ground rods	\$25 each	
	Trees (require Village approval to trim or remove a terrace tree)	\$300 each plus cost of new tree TBD	
	Marker post/post mounted signs	\$5 each	
	New poles (less than 60', including guy wires, small peds, and boxes)	\$25 each	
	New poles (60' or more, including guy wires, small peds, and boxes)	\$100 each	
	Open cutting/bore pits (hardscape areas)	\$1,000 each	
	Open cutting/bore pits (softscape areas)	\$500 each	
	Potholing (hardscape areas)	\$50 each	
	Potholing (softscape areas)	\$10 each	
		\$250 plus cost of	
310-19(a)(b)	Nonemergency After-the-Fact Permit Fee	original permit	
310-19(a)(b) 337-1B		original permit \$250.00	
. , , ,	Nonemergency After-the-Fact Permit Fee  Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)	0 1	
. , , ,	Culvert Permit fee to install driveway culvert	\$250.00	
. , , ,	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)  Temporary Culvert Permit (60 day maximum)	\$250.00 \$75.00	
337-1B	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)	\$250.00 \$75.00 \$125.00	
337-1C 337-1C(2)	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)  Temporary Culvert Permit (60 day maximum)  Culvert security deposit  Ditch line security deposit	\$250.00 \$75.00 \$125.00 \$150.00	
337-1C 337-1C(2) 337-1D(4)	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)  Temporary Culvert Permit (60 day maximum)  Culvert security deposit  Ditch line security deposit  Failure to repair improper installation of culvert within 30 days	\$250.00 \$75.00 \$125.00 \$150.00 \$350.00	
337-1C 337-1C(2) 337-1D(4) 337-2B	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)  Temporary Culvert Permit (60 day maximum)  Culvert security deposit  Ditch line security deposit	\$250.00 \$75.00 \$125.00 \$150.00 \$350.00 \$500.00	
337-1C 337-1C(2) 337-1D(4) 337-2B	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)  Temporary Culvert Permit (60 day maximum)  Culvert security deposit  Ditch line security deposit  Failure to repair improper installation of culvert within 30 days  Extension Permit fee for existing culverts  Construction Permit	\$250.00 \$75.00 \$125.00 \$150.00 \$350.00 \$500.00	
337-1B 337-1C	Culvert Permit fee to install driveway culvert  Access Driveway Permit (approving driveway location)  Temporary Culvert Permit (60 day maximum)  Culvert security deposit  Ditch line security deposit  Failure to repair improper installation of culvert within 30 days  Extension Permit fee for existing culverts	\$250.00 \$75.00 \$125.00 \$150.00 \$350.00 \$500.00	

	VILLAGE OF FOX CROSSING FEE SCHEDULE		
	Curb Cut Permit (cutting backside of header \$75, replacing curb & gutter section \$150)	\$75.00/\$150.00	
		\$250 plus cost of	
	Nonemergency After-the-Fact Permit Fee	original permit	
337-5A(1)	Utility service connections fee of services to the utility main (includes new sump pump lateral)	\$150.00	
337-5A(2)	Utility mainline extension	\$300.00	
337-5E	Construction/excavation security deposit	\$2,000.00	
337-5F	Indemnity bond	\$10,000.00	
	Cost of removal / installation of signs, guardrails and other appurtenances dep. Within village	\$10,000.00	
337-5H	right-of-ways, deduct from sec.	\$25.00	
	Street Privilege Permit; for use of roads, alleys, sidewalks, public ways/places for purpose of		
337-12C	moving any building or structure	\$350.00	
337-17(L)	Inspection Fees (sump pump connection, or other misc. items)	\$60.00	
	Driveway Apron Permit: See Driveway Apron Policy.		
	Gravel Apron	\$125.00	
	Asphalt Apron	\$250.00	
	Concrete Apron	\$450.00	
337-18	Street Trees within Right-of-Way Permit	\$150.00	
	Sewer and Water Public Utilities Commission	\$100.00	
325-20A	Sewer main and sewer service lateral repair inspection fee/permit	\$60.00	
325-20A	Sewer tap (hookup) fee	\$60.00	
325-27B	Water tap (hookup) fee	\$150.00	
325-24A(2)	Sewer Service Availability Fee	ψ150.00	
020 2 11 1(2)	Residential - 1 REU	\$448.00	
	Commercial - Class I	\$1,700/per acre Commercial Class I	
		Fee plus \$448 per	
	Commercial - Class II	REU	
	Industrial	\$2,600/per acre	
	Real Estate Inquiry	_	
49-10	Real Estate Inquiry Letter	\$40.00	
	Rush processing fee	\$70.00	
	Utility balance only fee	\$10.00	
	Road reconstruction special assessment taxes levied, paid by owner, equal annual	,	
337-13A(1)	installments, not less than a minimum amount	\$250.00	
337-13A(2)	Interest on unpaid installments, per annum over borrowed interest rate	2.0%	
	Storm Water Management & Cunstruction Site Erosion Cont	rol	§60.627
400-10	Construction Site Erosion Control: Application Fee		
	Sites with less than 1 acre of disturbed area (Over 2 Family and Non-Residential)	\$500.00	
		\$1,100.00 + add.	
	Sites with more than 1 acre of disturbed area (All Development)	review cost	
	One and two dwelling	\$150.00	
400-26	Financial Guarantee for Projects Requiring Stormwater Detention Ponds		
	Financial Guarantee will be 3% of Pond project cost with minimum cost as follows: Fee may be		
	waived by the Director of Community Development	\$1,000.00	
400-27	Post-Construction Storm Water Management: Application Fee		
		\$2,700.00 + add.	
	Preliminary Plat Drainage Review Land Division	review cost	
ı		\$2,700.00 + add.	
	Preliminary Plat Drainage Review Condominium	review cost	

	VILLAGE OF FOX CROSSING FEE SCHEDULE		
		\$500.00 + add.	
	Preliminary Plat Drainage Review Minor Land Division (if necessary)	review cost	
	City Diag Daving as Province	\$500.00 + add. review cost	
	Site Plan Drainage Review		
	Site Plan Detention Pond Inspection (If required for Site Plan)	\$650.00	
	Post Construction Storm Water Management: Inspection Fee		
	One and two dwelling	\$125.00	
	Sites with less than 20,000 sq. ft. of disturbed impervious area	\$125.00 + add. review cost	
RES#190826-10	Stormwater Pond Buy-In Fees (per impervious acre)	Teview cost	
120,17002010	Adjusted Dec. 31 ea. year, and effective Jan. 1 of ea. year per Engineering News Record		
	Construction Cost Index (1.00%)		
	Church Pond	\$31,335.25	
	Cold Spring Pond Basin	\$9,850.27	
	Community First Credit Union Pond Basin	\$16,802.10	
	Independence Pond Basin	\$5,723.46	
	Tayco Pond Basin	\$2,296.48	
	Storm Water Utility, Municipal		
334-9	Residential charge - 1 ERU (Equivalent Residential Unit)	\$160.00	
	Sites with more than 20,000 sq. ft. of disturbed impervious area	\$400.00	
	Village Building Code		§60.627
383-28A	WI Uniform Building Permit Fee	\$90.00	
	Village Building Permit Fees: Principal Buildings or Garages		
383-28C	New construction and additions	\$50.00 + \$0.14 per sq. ft.	
383-28C	One and Two-Family dwellings	Add \$500 escrow	
383-28C	Multiple family dwellings & commercial / industrial structures		
	Up to 10,000 square feet	Add \$1,000 escrow	
		\$10.00 per 1,000 sq.	
	Over 10,000 square feet, escrow plus fee per 1,000 sq. ft. or fraction thereof	ft.	
383-26B(3)	Early Start Permit (Commercial / Industrial only)	\$200.00	
	Residential / Commercial:		
		\$50.00 plus \$1 per	
383-28C	Alterations and remodeling	\$100 of value	
	Residential over \$10,000 of value	Add \$500 escrow	
	Commercial/Industrial over \$10,000 of value	Add \$1,000 escrow	
383-28C	New manufactured home	\$200.00	
	New one- & two-family dwellings/New manufactured homes	Add \$500 escrow	
	Removal of manufactured home	\$150.00	
	Accessory bldgs, siding, decks, roofing, foundation repair, and other structures; each	\$50.00	
	Pools; permanent, each	\$100.00	
	Pools; temporary, each	\$50.00	
	Wrecking or razing buildings; Per accessory structure	\$75.00	
	Per principal structure	\$150.00	
	Public Protection Fund Fee		
383-29B(1)	Buildings less than 100% sprinklered	\$0.04 per sq. ft.	
383-29B(2)	Buildings 100% sprinklered	\$0.02 per sq. ft.	
383-29B(3)	Multiple family dwellings; per family unit	Add \$25.00	
383-29B(4)	Building with floors above 80 feet	Add \$10.00 per ft.	
. ,			

	VILLAGE OF FOX CROSSING FEE SCHEDULE		
	Moving Permits		
383-51E(1)	Accessory structure	\$150.00	
383-51E(1)	Principal structure	\$300.00	
383-51E(2)	Bond required	\$2,000.00	
383-51E(1)	Escrow for Police Department escort	** \$200.00	
	**Actual cost determined by P.D. If under escrow, difference to be refunded. If costs over, then will be billed to applicant.		
	Plumbing Permit Fees		
	11umonig 1 crimit 1 ccs	φ=0.00 · φ1	#100.00 : #0.10
383-43C	New installations and additions	\$50.00 + \$1 ca. per \$100 of job value	\$100.00 + \$0.10 per sq. ft.
202 426		\$100.00 + \$4.00 per	
383-43C	Alterations	\$1000 of Job Value	
383-43C	Early Start	\$200.00	
	HVAC Permit Fees		
		\$50.00 + \$1 ea. per	
383-38B	New installs, additions, or alterations, fireplaces, wood burning stoves	\$100 of job value	
	Commercial Electrical Permit Fees		
		\$50.00 + \$0.06 per sq.	\$100.00 + \$0.10 per
383-33B	New Buildings/Additions	ft.	sq. ft.
		\$50.00 ± \$1.50 per	\$100.00 + \$4.00 per
383-33B	Existing Buildings	_	\$100.00 \ \$4.00 per \$1000 of Job Value
383-33B	Minimum Fee	\$50.00	
383-33B	Electrical Service < 200 AMP	\$200.00	420000
383-33B	Electrical Service Temporary	\$100.00	
383-33B	Electrical Service > 200 AMP - 3 Phase	\$200.00	
383-33B	Service Multi Meter	\$100.00	
383-33B	Each Additional Meter	\$50.00	
383-33B	Re-Inspection Fee	\$60.00	\$100.00
383-33B	Failure to Call for Inspection	\$60.00	\$100.00
	Residential Electrical Permit Fees	φσσ.σσ	Ψ100100
		\$50.00 + \$1 ea. \$100	
383-33B	New installations, additions, or alterations	of job value	
383-30	Re-Inspection Fee	\$100.00	
383-30	Failure to Call for Inspection	\$100.00	
	Village Zoning		
435.5-08	Code amendments (text or map)	\$500.00	
	Planned Development District	\$500.00	
	Conditional Use Permit	\$500.00	
	Variance	\$500.00	
	Administrative appeal	\$500.00	
	Zoning Verification	\$35.00	
	Zoning permits		
	Fences, decks, accessory buildings	\$50.00	
	Permanent pools	\$50.00	
	Residential additions	\$100.00	
	Single family / duplex	\$200.00	

	VILLAGE OF FOX CROSSING FEE SCHEDOLE		
	Manufactured homes	\$200.00	
		\$200.00 plus \$0.05	
		per sq. ft. of bldg.	
	Commercial additions	area	
		\$200.00 plus \$0.05	
	All other new construction	per sq. ft. of bldg. area	
	Signs Permit Fee - Wall Sign	\$150.00	
	Signs Permit Fee - Freestanding Sign	\$200.00	
		\$50.00 plus \$100.00 deposit to be	
		refunded when	
	Signs Permit Fee - Temporary	removed	
		\$150.00 plus \$3 per	
		1,000 sq. ft. of	
	Site plan approval	disturbed area	
		\$125 (does not apply	
	Site plan re-submittal	to 1st re-submittal)	
435.5-08C	When work has begun, before a permit has been issued	Permit fees doubled	
435.7-125B(8)	Telecommunication Facility, Mobile Service and Collocation; application process		
1200,7 1200(0)		\$2,000,00	
	Permit fee; new mobile service; class 1 collocation	\$3,000.00	
	Permit fee; class 2 collocation	\$500.00	
376-22	Weights and Measures (Formed with Appleton Health Departmen		
370-22	Base Licensing Processing Fee (per business location)	\$50.00	
	Firewood Dealer License	\$20.00	
	Device No.		
	101 Computing Scale	\$20.00	
	101 A Point of Sale System; Scale/Register	\$20.00	
	102 Pre-Package Scale	\$100.00	
	103 A Counter or Bench Scale Up to 30 LBS	\$30.00	
	103 B Counter or Bench Scale 31 - 1000 LBS	\$40.00	
	103 C Counter or Bench Scale 1,001 - 10,000 LBS	\$60.00	
	103 E Union Beam Scale 150 - 200 LBS	\$33.00	
	103 F Unequal Arm Beam Scale Up to 30 LBS	\$20.00	
	103 G Postal Scales	\$11.00	
	103 H Dough Scales (with weights)	\$16.00	
	103 I Portion & Low Capacity Scales	\$11.00	
	103 J Counting Scales	\$20.00	
	103 K Farm Market Scale	\$20.00	
	104 Spring - Hanging Scale Up to 30 LBS	\$20.00	
	104 A Hanging Scale 31 LBS to 1000 LBS	\$33.00	
	105 Equal Arm Balance - Test Wt. Scale	\$20.00	
		\$40.00	
	, , , , , , , , , , , , , , , , , , , ,		
	107 Prescription, Jewelers, Precious Metals Scales (with weights)	\$60.00	
	108 Portable Platform Scale	\$33.00	
	109 Dormant/Floor Scale 1M - 10M LBS Capacity	\$53.00	
	109 A Dormant/Floor Scale 10M - 20M LBS Capacity	\$70.00	
	110 Monorail, Meat Beam, Track Scales	\$53.00	

	111	Vehicle Scale	\$155.00	
	112	Milk Intake Scale	\$53.00	
	113	Hopper Scale	\$150.00	
	113 A	Tank Scale - Test & Service (Per Hr Rate)	\$53.00	
	113 B	Hopper Scale 50 - 2000 LBS Capacity	\$53.00	
	190 A	Auto Recycling Machines - UnClassified, 1 Hr	\$53.00	
	190 B	Health Scales (Inspection & Test)	\$50.00	
	190 C	Baby Scales	\$20.00	
	190 D	Belt Conveyor Scale (Per Hr Rate)	\$56.00	
	198	Consult/Product Wt Test* (Per Hr Rate)	\$52.00	
	199	Misc Scales - Test & Service (Per Hr Rate)	\$56.00	
	222	Vehicle Tank Meters - Gas & Fuel Oil	\$55.00	
	222 A	Vehicle Tank Meters - Motor Oil	\$55.00	
	222 B	Vehicle Tank Meters - Milk and Water	\$55.00	
	230	Blending Pumps - Fixed	\$30.00	
	230 A	Blending Pumps - Variable	\$55.00	
	231	Computing Pumps	\$30.00	
	232	Pumps - Penny Wheels	\$30.00	
	233	Limited Range Pumps (1/2 Gal Price)	\$30.00	
	234	Computing Pumps - High Output, 20GPM+	\$55.00	
	235	Marina Fuel Dispenser	\$55.00	
	239	Pumps (Other) - Gas Boys, Liq, Non-Comp	\$30.00	
	239 A	Elec Oil Disp Machine (Per Hr Rate)	\$52.00	
	240 A	Fabric & Paper Linear Meters	\$15.00	
	240 B	Wire, Cordage & Line Meters	\$15.00	
	240 C	Rules (YTD Sticks Tapes)	\$3.00	
	240 D	(10 FT or More) (Per Hr Rate)	\$52.00	
	255	Test Measures (Per Hr Rate)	\$52.00	
	261	Taxi Meters	\$19.00	
	285	Electronic Pill Counter	\$40.00	
	290 A	Bulk Plant or Terminal Meters	\$40.00	
	290 B	Point of Sale System Scanners (1 - 8 scan	ners) \$100.00	
		(9 + scann	ers ) add \$12.50 ea	
	290 C	Small Dynamometer	\$19.00	
	290 D	Large Dynamometer (Per Hr Rate)	\$56.00	
	295	Timers: Driers, Car Wash, Vacuum, Air	\$10.00	
	450	Reinspection Fee (1st Visit)	\$58.00	
	450 A	Reinspection Fee (2nd Visit)	\$100.00	
	450 B	Reinspection Fee (3rd Visit)	\$150.00	
	330	Metric (Per Hr Rate)	\$52.00	
	340	Troy Weights (Per Hr Rate)	\$50.00	
	540	Miscellaneous Scales & Measures (Per Hr Rate)	\$52.00	
376-30	590	Late Fee (Per Establishment)	\$60.00	

## REAPPOINTMENT OF PARK COMMISSION MEMBER – KATHLEEN SYLVESTER

WHEREAS, Park Commissioner Kathleen Sylvester's current term on the Fox Crossing Park Commission expires on June 30, 2025; and

WHEREAS, it is the recommendation of the Village President to reappoint Kathleen Sylvester to the Park Commission for a three-year term commencing July 1, 2025 and expiring June 30, 2028; and

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

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the reappointment of Kathleen Sylvester to the Park Commission for the three-year term commencing July 1, 2025 and expiring June 30, 2028.

Adopted this 9th day of June, 2025

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

## REAPPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – KRIS KOEPPE

WHEREAS, the term of Sustainability Committee member Kris Koeppe expires on June 30, 2025; and

WHEREAS, the Village President has recommended the reappointment of Kris Koeppe to the Sustainability Committee for a two (2) year term, commencing July 1, 2025 and expiring June 30, 2027.

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the reappointment of Kris Koeppe to the Sustainability Committee for a two (2) year term, commencing on July 1, 2025 and expiring June 30, 2027.

Adopted this 9th day of June, 2025

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

Dale A. Youngquist, Village President

# REAPPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – TRACY ROMZEK

WHEREAS, the term of Sustainability Committee member Tracy Romzek expires on June 30, 2025; and

WHEREAS, the Village President has recommended the reappointment of Tracy Romzek to the Sustainability Committee for a two (2) year term, commencing July 1, 2025 and expiring June 30, 2027.

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the reappointment of Tracy Romzek to the Sustainability Committee for a two (2) year term, commencing on July 1, 2025 and expiring June 30, 2027.

Adopted this 9th day of June, 2025

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

Dale A. Youngquist, Village President

# ANNUAL ALCOHOL BEVERAGE LICENSE APPLICATIONS FOR THE TERM JULY 1, 2025 – JUNE 30, 2026

WHEREAS, the following alcohol beverage license applicants have made proper application with the Village Clerk's Office for the licensing term beginning July 1, 2025 through June 30, 2026, and the proper fees have been paid and receipted; and

WHEREAS, the Police Department has performed background checks on all applicants and have no reason to withhold any license; and

WHEREAS, inspections have been completed by the Fire Department, Building Department, and Winnebago County Health Department, and all properties are compliant; and

WHEREAS, the Finance Department reported that outstanding invoices, taxes, and claims have been satisfied; and

WHEREAS, the Village Clerk submits the following license renewal applications for approval, pending final satisfactory inspections by the Fire, Building, Community Development, Winnebago County Health Departments, and State of Wisconsin, background check by Police Department, and a report from the Finance Department indicating real estate taxes, personal property taxes, and all outstanding claims are paid in full:

#### Class "A" Fermented Malt

El Folklore Mexicano LLC d/b/a Tienda Mexicana el Folklore, 1008 Appleton Road; Jennifer L. Robles Hernandez, Agent

#### "Class A" Liquor & Class "A" Fermented Malt

670 Green Bay Rd Inc. d/b/a Pride of Neenah, 670 N. Green Bay Road; Bruce Maas, Agent AV Foodmart Inc. d/b/a A.V. Food Mart, 975 Racine Road; Virender Singh; Agent Gandaki Marketing LLC d/b/a Good to Go Menasha, 2005 S. Oneida Street; Tuk P. Regmi, Agent Kwik Trip, Inc. d/b/a Kwik Trip #883, 1400 West American Drive; William E. Rank, Agent Menasha Gas, Inc. d/b/a Menasha Gas, 901 Appleton Road; Satnam Gill, Agent True North Energy, LLC d/b/a True North Energy, LLC, 1370 Jacobsen Road; Michelle A. Knox, Agent

#### Class "B" Fermented Malt

OMSAI LLC d/b/a Econolodge Neenah, 2000 Holly Road; Nilesh Patel, Agent

#### "Class B" Liquor & Class "B" Fermented Malt

Dick's Wheel Inn Inc. d/b/a Dick's Wheel Inn, 1105 Appleton Road; Scott D. Pataska, Agent George's Steak House, Inc. d/b/a George's Steak House, 2208 S. Memorial Drive; Bradley C. Quimby, Agent

Michiels Menasha Inn, Inc. d/b/a Michiels Bar & Grill, 1100 Appleton Road; Jennifer J. Michiels, Agent

Sanjim Inc. d/b/a Saint James Cocktail Lounge, 1525 W. American Drive; Michelle L. Kersten, Agent

### Reserve "Class B" Liquor & Class "B" Fermented Malt

Bowlero Menasha, LLC d/b/a Sabre Lanes, 1330 Midway Road, Emily Willbanks, Agent Cinderella21, LLC d/b/a Rella, 1151 Valley Road; Kimberly A. Halbach, Agent DGK Holdings LLC d/b/a Jay's Nest, 726 Valley Road; David G. Korth, Agent

DYNI, Inc. d/b/a Stuc's Pizza, 1350 W. American Drive Suite F, Jason D. Beatty, Agent Fox Crossings Hotel Group, LLC d/b/a Wissota Chophouse, 1465 Bryce Drive; Kim E. Wogernese, Agent

JSBerman LLC d/b/a Prime Time Bar and Grill, 1150 Valley Road, Joshua M. Berman, Agent Lisa's Cooking LLC d/b/a Blossom Café & Bar, 236 W. Calumet Street, Suite 2, Kue Vang, Agent

Tomsons of Appleton, Inc. d/b/a Holidays Pub & Grill, 1395 West American Drive, Suite B, Sarah Fletcher, Agent

Touchmark on West Prospect, LLC d/b/a Touchmark on West Prospect, 2601 Touchmark Drive; Stephanie Buchanan, Agent

Xe 54 LLC d/b/a Xe 54 Wine Bar, 1350 W. American Drive, Suite C; Nicole Spranger, Agent

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the licenses are hereby granted to the above applicants for the licensing period of July 1, 2025 through June 30, 2026.

Adopted this 9th day of June, 2025.

Requested by: Darla M. Fink, Village Clerk

Submitted by: Dale A. Youngquist, Village President

# ANNUAL BEER GARDEN LICENSE RENEWAL APPLICATIONS FOR THE TERM JULY 1, 2025 – JUNE 30, 2026

WHEREAS, the annual Beer Garden License applicants listed below have made proper application with the Village Clerk's Office, and the proper fees have been paid and receipted; and

WHEREAS, an approved site plan is on file in the Community Development Department; and

WHEREAS, satisfactory inspections have been reported by the Police and Fire Departments, and a report from the Finance Department indicates real estate, personal property taxes, and all other outstanding claims have been paid; and

WHEREAS, the Village Clerk submits the following licenses for Village Board approval:

#### Beer Garden Licenses

Dick's Wheel Inn, 1105 Appleton Road Holidays Pub & Grill, 1395 West American Drive, Suite B Michiels Bar & Grill, 1100 Appleton Road Prime Time Bar and Grill, 1150 Valley Road Rella, 1151 Valley Road Wissota Chophouse, 1465 Bryce Drive Xe 54 Wine Bar, 1350 West American Drive, Suite C

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees that the Beer Garden Licenses are hereby granted to the above applicants for the licensing period of July 1, 2025 through June 30, 2026.

Adopted this 9<sup>th</sup> day of June, 2025.

Requested by: Darla M. Fink, Village Clerk

Submitted by: Dale A. Youngquist, Village President

# ANNUAL MECHANICAL AMUSEMENT LICENSE RENEWAL APPLICATIONS FOR THE TERM JULY 1, 2025 – JUNE 30, 2026

WHEREAS, the annual Mechanical Amusement License applicants listed below have made proper application with the Village Clerk's office and the proper fees have been paid and receipted; and

WHEREAS, satisfactory inspections were conducted by the Village Code Compliance Officer and no reason was found to withhold the issuance of any license; and

WHEREAS, the Village Clerk submits the following for Village Board approval:

Mechanical and Other Amusements

Burial Chamber Haunted Complex, 500 N. Lake Street

Dick's Wheel Inn, 1105 Appleton Road

Econolodge Neenah, 2000 Holly Road

Holidays Pub & Grill, 1395 West American Drive, Suite B

Jay's Nest, 726 Valley Road

Michiels Bar & Grill, 1100 Appleton Road

Prime Time Bar and Grill, 1150 Valley Road

Rella, 1151 Valley Road

Sabre Lanes, 1330 Midway Road

Tom's Drive In, 1395 W. American Drive, Suite A

Stuc's Pizza, 1350 W. American Drive Ste. F

NOW, THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby grants annual Mechanical Amusement Licenses to the above applicants for the licensing period of July 1, 2025 through June 30, 2026.

Adopted this 9th day of June, 2025

Requested by: Darla M. Fink, Village Clerk

Submitted by: Dale A. Youngquist, Village President

## **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:

Ashley Beatty – Approved Zoe Pelot – Approved Emma Bengel – 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 9<sup>th</sup> day of June, 2025

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

# **EXPENDITURES**

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$2,188,241.40

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

Pending:	
General Fund	\$ 245,230.03
Special Revenue Fund	\$ 24,867.84
Debt Fund	\$ -
Capital Projects Fund	\$ 160,947.44
Water Fund	\$ 465,901.99
Sewer Fund	\$ 382,721.00
Stormwater Fund	\$ 90,249.17
Trust & Agency Fund	\$ -
Special Processed Payments	\$ 818,323.93
Total:	\$ 2,188,241.40

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 9th day of June, 2025

Requested by: Jeremy Searl, Finance Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

## VILLAGE OF FOX CROSSING 2000 Municipal Drive Neenah, WI 54956

#### **EXPENDITURE SUMMARY**

For Accounts Payable Period Ending: June 3, 2025
For Village Board Meeting of: June 9, 2025

REGULAR PROCESSED CHECKS		AMOUNT
General Fund		\$245,230.03
Special Revenue Funds		\$24,867.84
Debt Fund		\$0.00
Capital Projects Fund		\$160,947.44
Water Fund		\$465,901.99
Sewer Fund		\$382,721.00
Stormwater Fund		\$90,249.17
Trust & Agency Fund		\$0.00
Total Bills for	June 9, 2025	\$1,369,917.47

### SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	05/14-6/3/2025	**See Attached Listing**	\$253,678.17
ACH	Employee Benefits Corp	5/20-5/28	Flex Spending Claims	\$2,172.85
ACH	WI Retirement	5/21/2025	Retirement	\$96,307.20
ACH	ETF	5/21/2025	Medical Ins	\$174,157.72
ACH	North Shore	5/22/2025	Deferred Comp	\$1,450.00
ACH	WDC	5/22/2025	Deferred Comp	\$7,034.67
53780-53781	Payroll	5/22/2025	Payroll	\$1,152.70
ACH	Payroll	5/22/2025	Payroll	\$200,782.52
ACH	Payroll	5/22/2025	Taxes	\$81,588.10
Total Special Processed Payments			\$818,323.93	
GRAND TOTAL				\$2,188,241.40

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