

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, November 10, 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**
 - a) Special Appreciation to Former Village Clerk Darla Salinas – Village Manager Jeffrey Sturgell
 - b) Ceremonial Oath of Office for Village Clerk Chantel Jaenke – Former Village Clerk Darla Salinas
- 3. Minutes to Approve/ Minutes and Correspondence to Receive**

Minutes to Approve

 - a) Special Village Board Meeting – Budget Workshop #3 – October 20, 2025
 - b) Special Village Board Meeting – Budget Workshop #4 – October 27, 2025
 - c) Regular Village Board Meeting – October 27, 2025

Minutes and Correspondence to Receive
- 4. 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.**
- 5. Discussion Items**
- 6. Unfinished Business**
- 7. New Business- Resolutions/Ordinances/Policies**
 - a) 251110-1 Developer Agreement – Horizon Crossing Subdivision
 - b) 251110-2 Amend Village of Fox Crossing Fee Schedule for 2026
 - c) 251110-3 Amend Village of Fox Crossing Additional Compensation Pay Schedule
 - d) 251110-4 Amend Village of Fox Crossing Paid-on-Call Firefighter Pay Plan
 - e) 251110-5 Amend Commitment and Assignment of Fund Balances
 - f) 251110-6 Intergovernmental Agreement Between the Town of Neenah and Village of Fox Crossing Regarding the Traffic Signals at the Intersection Located at Larsen Road and Rocket Way
 - g) 251110-7 Readopt Village of Fox Crossing Public Records Policy to Comply with Chapter 19.34 of the Wisconsin Statutes
 - h) 251110-8 Approve 2026 Village Board Meeting Calendar
 - i) 251027-1:ORD Amend Fox Crossing Municipal Code Chapter §435 Zoning Ordinance – Rezone Lot 154 in Winding Creek Estates (Parcel # 1216272) from R-2 Suburban Low Density District to Planned Development District
Second Reading & Adoption
 - j) 251110-9 Operator License Applicants
 - k) 251110-10 Expenditures
- 8. Reports**
 - a) Village President Dale Youngquist – 2026 Village of Fox Crossing Budget Public Hearing to be held Monday, November 24, 2025 at 5:00 p.m. in the Arden Tews Assembly Room of the Village Municipal Complex, 2000 Municipal Drive
- 9. Closed Session**
- 10. 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
Special Meeting of the Board of Trustees – Budget Workshop #3
Municipal Complex – Arden Tews Assembly Room
Monday, October 20, 2025 – 5:00 p.m. – 9:00 p.m.**

Minutes

1. Call to Order

President Dale Youngquist called the workshop to order at 5:00 p.m. Clerk Darla Salinas noted those present including: President Youngquist, Trustee Michael Van Dyke, Trustee Kris Koeppe, Trustee Timothy Raddatz, Trustee Kate McQuillan, Trustee Deb Swiertz, Trustee Barbara Hanson, Village Manager Jeffrey Sturgell, Director of Community Development George Dearborn, Director of Finance Jeremy Searl, Director of Information Technology Tim Plagenz, Police Captain Tim Callan, Fire Chief Todd Sweeney, Director of Parks & Recreation Amanda Geiser, Director of Public Works Joe Hoescht, and Street Superintendent Brian Bauer. There were no attendees.

2. Presentation of Departmental Budgets

Director Searl stated he followed up on the Village Board's questions regarding the interest accrued in the special revenue funds that were discussed last week. He stated there are no requirements on using interest for their separate special revenue funds and the Board can choose to assign the interest proceeds as they see fit. He stated he will bring a proposal for use of the interest proceeds this coming year. The hotel/motel room tax account is already meeting the requirements laid out for it; therefore, we can choose to allocate the interest income from that account to any other fund, as long as they define the intended use for those funds. There is approximately \$100,000.00 in earned interest in that special revenue fund so the Board can decide if they'd like to use some or all of these funds to defer borrowing in another area this year or save for another year or project.

Information Technology Department

Director Searl advised there is an update to the budget for a request from the Police Department to change the software used for scheduling, case management, dictation and a few other items from PowerDMS and Dragonspeak to Blueline Logic for an increase of \$2,800.00 to better align with the department's needs. They are intending to keep PowerDMS for law changes and procedural changes, updates, and documentation. He noted this budget also includes a potential rollover of funds for the Assembly Room's AV project in case it is unable to be fully completed by the end of this year. In 2025, the IT Department was able to complete the transition for Microsoft Office 365 from an on-premises exchange server to the cloud and noted there are no large migrations planned for 2026.

In revenues, there is use of fund balance for \$109,000.00 with the majority of this in the 0815 Capital Projects account. There is also a transfer from the debt service fund of \$14,000.00 (5% increase) from the levy/undesignated revenue.

In payroll expenses, there is a small increase simply for benefit related costs but there are no other requests in this department. The 0210 Professional Services account shows a small levy impact (decrease of \$189.00) and includes the migration of a police evidence video software program to a new platform and continuation of Laserfiche Workflows (\$8,000.00) moving towards more paperless processing and record keeping. The 0211 Licenses and Maintenance account has a 6% increase and includes the new Police Department license discussed earlier and additional multi-factor authentication/security for approximately \$2,200.00. There is a large change in the GIS licensing software due to how much more this is being utilized by multiple departments for an increase of \$4,000.00 (25% increase). The 0224 Telephone account has an increase of approximately \$4,000.00

due to a request from the Police Department as they are requesting additional phones to have one per officer rather than one per squad vehicle. This will eliminate the need to remember who is in which vehicle, add in quick dials, provide for better tracking and security, etc. In the 0335 and 0330 Training and Miles/Meals/Lodging accounts are budget neutral and advised the 2025 budget included a rollover for COGNOS training as Director Plagenz is planning to attend the annual conference in Washington D.C. with Director Searl. The 0815 Computer Equipment and Software account is budget neutral and includes annual computer equipment replacements and server upgrades for \$31,500.00, firewalls for east side locations as they are not receiving internet through the main fiber to the Municipal Complex, and a disaster recovery backup server at Fire Station #40, which is a network-wide backup. This account also includes a rollover of funds for the Stormwater Technician's surface and tablet for performing inspections as these items are proposed for the new technician and will not be purchased until that position is filled.

The Equipment Replacement Fund (ERF) does not budget for any additional landline phones this year as there are enough on hand and the department has fallen a bit behind in the process of replacing these phones. This project will continue slowly for a few more years. The big project for 2026 is to replace the Storage Area Network (SAN) for the Municipal Complex at a replacement cost of \$70,000.00, which provides centralized storage and is designed for high performance/responsiveness. This is the main SAN for the Village other than what was discussed for the east side earlier. There is another option to go cloud-based with an annual service fee, however that is quite expensive, and we simply can't afford it. The transfer to the ERF drops a bit because of how we are saving for the Police Department's MDC's and docking stations for in-squad computers.

Trustee Raddatz asked if have we looked at leasing computer equipment rather than purchasing it so we would always have the most current equipment. Director Plagenz advised we do not lease because we get great rates with government contracts. He stated the only items we lease are the copiers/printers. President Youngquist asked if there are any other local municipalities using cloud-based storage and if we could partner with them. Director Plagenz advised that the City of Neenah has been discussing going to the cloud, however when they looked at going in on a contract together the pricing increased significantly as it is based on population size, and both municipalities would be better off contracting on their own.

Street Department

Director Searl started with the revenue accounts in this department and stated the Street Lighting Assessment is for charges received through the tax roll for developments that have more than the required street lighting and noted this account's revenues are decreasing due to costs dropping. The Elderly and Bus Transit Aids (federal and state revenues) are estimates as we have not received the budget from Valley Transit yet. The General Transportation Aid forecast is very favorable with nearly a 5% increase. He advised this aid is tied to the state's economy and will fluctuate annually by the percentage change in state sales tax. There is a transfer from the garbage fund which is a reimbursement from the special revenue fund for use of personnel and vehicles in garbage and recycling efforts (primarily chipping and leaf programs). There is a transfer from capital projects which includes a dramatic increase to pay for street resurfacing and concrete paneling programs due to such low Net New Construction and available levy funds.

In payroll there are no new personnel requests (prior year included a new stormwater technician/laborer that was approved but has not yet been filled). The budgeted split for laborers remains 80% Streets and 20% Stormwater. There are requested increases for heavy equipment premium pay, overtime hours, double-time hours, and call-time hours. The heavy equipment operator pay will increase from an additional \$1.00/hour to \$2.00/hour when operating any heavy equipment (\$1,378.00 increase). There was a request for an additional 233 hours of overtime,

however this was cut by Manager Sturgell to an additional 100 hours for an increase of \$4,939.00. There was a request for an additional 194 hours of double-time hours which was cut by Manager Sturgell due to being unsure of how many hours to expect with this being a new program. There was a request for an additional 60 hours of call-time however this was cut to an additional 40 hours (\$1,317.00).

The 0210 Professional Services account includes a \$500.00 increase in addition to \$10,000.00 of ash tree removal funded by the EAB special revenue fund. The 0371 Chip Sealing account includes a request to bring this program back with a budget of \$40,000.00 however this was cut by Manager Sturgell as there are no funds available to restart this program. The 0372 Crack Sealing Program account has a requested increase of \$20,000.00, however Manager Sturgell cut this to an increase of \$10,000.00 to balance the budget.

Director Hoechst advised they are looking to bring back the Chip Sealing program mainly for the large collector roads, not for local streets. In previous years they received complaints from residents regarding tire marks being left on the local roads when using this program, however on the larger collector roads, this type of sealing would add another 5-10 years of life to those roads and will be beneficial cost wise. He explained the difference between crack sealing and chip sealing, and noted the annual amount budgeted for these accounts is getting close to not being enough anymore and will need to increase in the future as they are falling farther and farther behind.

The 0373 Road Resurfacing account remains at \$750,000.00; however, all these funds will come from borrowing. The 0374 Road Repairs account remains at \$25,000.00 for general repairs and the concrete panel program remains at \$125,000.00 (all from borrowing). The 0375 Salt account remains at \$175,000.00 (increase of \$3.72/ton to \$91.42/ton or a 4.2% increase), with 1,900 tons being purchased as compared to 600 tons last year due to being fully stocked. The 0853 Capital Vehicles and 0854 Capital Equipment Other accounts do not include any requests this year. The Electricity/Street Lighting account is for street light expenses on municipal streets and includes a request of \$4,600.00 to convert 23 streetlamps to LED which was requested by Trustee Koeppe and shows a 3-year full reimbursement of expenses (offset with fund balance).

The Village is part of the Valley Transit program which provides that they manage the day-to-day operations as well as grant funding and responsibilities for the bus and elderly transportation programs. The Village pays an estimated local amount based on the budget and after the annual audit, Valley Transit will either send us a bill or a refund once everything is netted out. The net cost is budgeted at \$107,800.00 which is an increase of \$12,000.00. At this time, we do not yet have proposed rider rates for 2026, however 2025 rates were \$3.50/resident rider (no change for several years) and \$14.71/resident rider which is charged to the Village.

The Equipment Replacement Fund (ERF) includes replacement of dump trucks #20 and #27 which were budgeted to be replaced this year. Each of these trucks were ordered a few years ago and the chassis' have been delivered. Director Hoechst advised Monroe is not available to install the additional equipment on these vehicles until this Spring, so it is unlikely the trucks will be usable until Summer 2026. Truck #27 has a cost of \$312,053.00 which is a larger truck with an underbody scraper. Truck #20 has a cost of \$229,090.00. They are also looking to replace the 4-ton asphalt patcher to be split 50/50 with stormwater and replacement of a ¾-ton trailer with ramps. This department is requesting permission to order a replacement for Unit #29 slated to be replaced in 2029 however they will start working with the dealer to time the order, so it is received in 2029. Similar to previous accounts, we are short funding the ERF by \$21,742.00 to balance the budget.

Trustee McQuillan stated she noticed one of the department's goals is to make improvements to the chipping program and asked for more detail on this. Director Hoechst stated the summer program was by request only and early in the summer they received many calls from residents

stating they didn't know about this change even though it was advertised in The Bridge calendar, on social media, on the Village website, and in utility inserts. They are working to educate the residents, so they receive enough notice on this program. Moving to a "by request only program" for those months increased efficiency immensely which was main goal.

Municipal Complex

Director Searl advised revenues for this department were already discussed at a previous meeting, but expenditures were not. There are no requests in payroll for this department. The 0210 Professional Services account includes a variety of repairs and improvements to the exterior of the Municipal Complex (prior year included research and planning for a possible Police Department expansion) and is offset with fund balance. The 0241 Building Repair and Maintenance account includes an increase for required monitoring/testing systems. The 0358 Grounds Maintenance account includes a requested increase to allow for updates and maintenance around the building/property. The 0819 Capital Improvements account includes \$20,000.00 for replacement of the rooftop air conditioning unit that covers the IT server room (offset with Fund Balance), and \$40,000.00 for updates to five bathrooms throughout the Municipal Complex (replacement of wall tiles, stall walls, fixtures, and other items as needed) offset with Fund Balance. The Equipment Replacement Fund (ERF) includes a transfer for the fuel pumps (this does not include underground tanks which are getting older and incurring increasing insurance costs).

Director Hoechst advised the carpeting/flooring project has already begun as the flooring by the Street and Park and Recreation departments is nearly complete and they will be starting on the bathrooms shortly. The carpeting will start again throughout the Municipal Complex in early to mid-November and be completed by early December. He noted that we are considerably under budget for this project so he will be looking to order new chairs for the Assembly Room to replace the aged chairs still being used per the directive from the Village Board during last year's budget session.

Stormwater Utility

Director Searl advised there is a small increase in revenue due to growth (mini storage business, expanded parking lot in Kimberly Clark, and temporary lot for Michels and TC Energy) therefore there is no proposed rate increase for 2026. This rate was last increased in 2025 by \$10.00/ERU and again in 2024 by \$10.00/ERU. Interest income was budgeted very conservatively and came in well above budget which builds equity/savings and offsets the use of fund balance. Municipal contributions include a purchase of land from Secura for a future stormwater pond in the TID which may or may not happen but needs to be budgeted for. In 2025 these funds were used for the culvert at Clayton Avenue Pond by TID #5. There was a transfer of settlement funds for capital projects in 2025 including the Church Pond project and a portion of the Margeo Pond, but there is nothing planned for 2026. There is a transfer from fund balance in the depreciation fund which is being used to replace capital assets similar to the Equipment Replacement Fund (ERF). Operating Revenue was approximately 0.8% over budgeted amount last year and is similar to 2025 projected actuals. Trustee Raddatz asked the general life expectancy of stormwater ponds. Director Hoechst advised a stormwater pond will last nearly 50 years and some can last longer than that, depending on the sediment depth which is what is used to measure their life cycle.

There are no changes in payroll, however the prior year included a stormwater technician funded 80% from stormwater that has yet to be hired and there was a 2.6% raise approved for the Community Development intern which is partially funded by this utility. Trustee Koeppe asked for an update on the stormwater technician position and anticipated savings on McMahon costs after the hiring of this position. Director Hoechst advised they are currently putting this hiring on hold and stated they are looking to get someone on board early next year, so they can be trained by

construction season. He stated services provided by this position compared to McMahon's services will vary year to year and noted that he has already taken on completing elicit discharge inspections to eliminate them from McMahon's workload. He stated these inspections usually carry a cost of \$5,000.00-\$7,000.00 per inspection. Director Hoechst advised he requested some software to be able to complete stormwater modeling in an effort to move some of those services in-house, but he is unsure if that got included into the budget. Director Searl advised it was not included in the IT budget as it was submitted late.

The 0210 Professional Services account includes a minimal addition of \$3,000.00 and a rollover of \$12,000.00 to monitor the birds at Sand Point Pond, which is necessary as this pond is in the flight overlay district and may eventually require installation of netting or bird mitigation at some point. There is also an increase for annual maintenance costs due to the Village having more active ponds. The 0211 Licenses and Maintenances account shows the flow through of increases from the general fund as discussed during the IT budget. The 0234 Site Maintenance account includes a rollover of \$18,000.00 for known leaks at Community First Credit Union, Independence, and Shady Lane ponds. This account includes \$75,000.00 for repairs at Rocket Pond (offset with fund balance), and they are currently working with the Bond Company to get these fixes covered as the contractor who developed the pond is now out of business. The 0309 Credit Card Fees account is the same as water and sewer, but we are seeing an increase in the number of people using the website to make payments which costs the Village a net fee of under 1.5% and is cheaper than processing costs for mailed in payments. The 0530 Rent account is shown as an expenditure here and a revenue to the Street Department for use of equipment. The 0540 and 0541 Depreciation accounts show a healthy amount used to balance this budget. The 0610 and 0620 Debt Service accounts show a small increase for next year as 2025 borrowing was structured to be interest only to delay some of the impact of the borrowing, but we can expect 2027 principal and interest to be an increase of approximately \$27,000.00.

The Equipment Replacement Fund (ERF) shows replacement of the two dump trucks and 4-ton asphalt patcher discussed in the Street Department budget which are paid 15% by stormwater. The 0815 Computer Equipment/Software account is for the allocations from the IT Department in the general fund along with stormwater's share of the AV Assembly Room project. If all amounts were budgeted perfectly in this proposed budget, this would result in a \$19,000.00 profit to this utility, therefore there is no proposed rate increase for 2026.

Director Hoechst mentioned the stormwater modeling software he requested which would cost \$8,000.00, however some of these McMahon studies can cost \$15,000.00-\$20,000.00 per study so the software could pay for itself very quickly. He stated he is willing to do things to help reduce the Village's reliance on McMahon, but stated we need to be utilizing them on bigger projects. He stated he is also requesting some AutoCAD software for an annual cost of \$3,700.00, to be split across all four of his departments. Manager Sturgell stated he is in favor of adding both pieces of software into this year's budget. The Village Board agreed to both pieces of software.

Garbage and Recycling (Continued)

Director Searl stated he has no new information but wanted to discuss the questions that were still out there now that we have Director Hoechst and Superintendent Bauer present. Currently, there is \$50,000.00 set aside for the cart replacement fund, however there was a discussion on using those funds towards the new leaf vacuum truck. Director Hoechst advised they are looking to trade-in a truck and pull behind leaf trailer to purchase a one-man leaf vacuum that helps their department with efficiency, assuming we're not going to increase staff numbers. Superintendent Bauer advised the truck that was purchased to pull this leaf vacuum is simply too large and can't get into many of the Village's subdivisions and so it is only used on the large collector roads.

Superintendent Bauer provided an update on cart inventory and stated he is comfortable going into 2026 with the carts already available on hand as they are trading in approximately 10-12 carts per week for residents. He stated the amount put into the cart replacement fund for 2026 could be reduced or eliminated to fund the new leaf vacuum and he will check on lead time to receive the new leaf vacuum if approved at tonight's meeting. He stated the third truck likely won't be in service until next Fall.

Miscellaneous / Bubble List Items

Director Searl advised the only item currently on the "bubble" is the \$1,500.00 expense in the Police Department to purchase retirement gifts for three retiring employees to be more comparable to what is done by other local municipalities. Manager Sturgell cut this expense as this is not a gift that we provide for other employees, and he was looking to be fair across the board. Currently, the personnel handbook provides a \$75.00 value gift to any retirees in the Village. Trustee Hanson expressed concerns of providing this extra retirement benefit for the Police Department and not others, and the mounting costs of providing this to all employees. Trustee McQuillan stated she feels it is important to recognize retirees. Director Searl noted we didn't do anything extravagant for the previous retiring Fire Chief or Superintendent Gallow and Captain Callan stated the Department has run into consistency problems over the years with giving a retirement gift to some but not all. He stated neighboring departments have come up with some nice gifts, and unfortunately this year the department has more retirees than normal, so the amount requested is higher. President Youngquist stated he feels this meeting is the wrong time to make policy changes and noted the Village Board typically goes in on their own to provide supplemental retirement gifts. Manager Sturgell advised he is in favor of changing the policy but understands both sides of the argument. Trustee McQuillan suggested discussing changing the policy to provide a standard employee recognition for retirement at a future meeting. The Board agreed to not include this additional amount in this budget for the Police Department retirees in 2026 and for Manager Sturgell to discuss this with Human Resources for a future shift to retirement gifts.

Capital Projects

Manager Sturgell went through Village capital projects including:

Irish Road Railroad Crossing (design and soil borings) from Brookfield Drive to Elk Trail Drive for \$10,000.00 (offset with cash on hand). He advised this project has been in budgets before and this is a continuation of design and soil borings as this area is planned to be a future quiet zone.

Irish Road Reconstruction (design and soil borings) from County Highway II to Jacobsen Road for \$25,000.00 from Village funds (offset with cash on hand) and \$25,000.00 from stormwater funds for a total of \$50,000.00. There will potentially be an extension of this project in 2027/2028 as we need to get O'Hauser Park attached to the Village trail system. He stated they will be applying for an STP Urban Grant for grant funds that would not come through until 2030 but needs to be applied for and approved at the next Village Board Meeting. We will need Board approval to pay 20% of the project before applying for this Grant. Director Dearborn stated he has tried to apply for this Grant multiple times and continues to be denied.

Earl Street Urbanization (design and wetland delineation urbanization) from Midway Road to Airport Road. He advised this is a joint project with the City of Menasha, so we are waiting for the City to have the funds available to push forward with this project. This project is set to cost \$72,000.00 (split with City of Menasha and offset with prior borrowing) and \$25,000.00 from stormwater (offset with prior borrowing) for total of \$97,000.00.

East Shady Lane Urbanization with a 10' Trail from County Highway CB to Cold Spring Road (design, easements, and soil borings). This project was originally scheduled for 2025, then pushed to 2026, and now is scheduled for 2028. He advised the Village received an STP Grant for this project which is set to cost \$100,000.00 from Streets (offset with prior borrowing) and \$40,000.00 from stormwater (\$20,000.00 being offset with prior borrowing) for a total of \$140,000.00.

Jacobsen Road Railroad Overpass Deck Repair (design) for \$15,000.00 (offset with prior borrowing).

Valley Road Reconstruction Project from Olde Midway Road to State Highway 47 which is a joint project with Winnebago County and the City of Menasha. This project is set to cost \$387,000.00 from the Village and \$257,000.00 from stormwater for a total of \$644,000.00. The water and sanitary sewer were replaced in 2024/2025. The total project cost between all three entities is over \$10 Million.

Road Resurfacing Program for a total of \$750,000.00 from borrowing:

Part 1 includes Richard Drive, Lilly Street, and Sandlewood Street.

Part 2 includes Forkin Street (from Tayco Road to Lake Breeze Court) and Lake Breeze Court.

Part 3 includes Mill Pond Lane (from Copperhead Drive to West American Drive) and Blackmoor Circle.

Part 4 includes Wick Court and Gas Road. Trustee Koeppe asked if these small streets should be a priority. Director Hoechst stated this is a lightly trafficked area, however they are trying to get this area fully completed. He stated there has been some recent construction in this area and these roads are nearly gravel at this point.

Part 5 includes Northern Road (from Stroebe Road to the cul-de-sac).

Part 6 includes Jacobsen Road (from the I-41 Overpass to the Railroad Overpass).

Other 2026 Capital Projects include:

Concrete Panel Repairs for \$125,000.00 (from borrowing).

Demolition of the street garage used for storage across the road for \$50,000.00 (offset with cash on hand). The Board asked what was currently being stored in this building. Superintendent Bauer advised the old fire truck and extra garbage/recycling carts are being stored in the building right now as the new Gallow Storage Building is completely full. The old storage building used to be full of salt, but the salt has been removed and used up. They are also using this building to store the two dump truck chassis' that are waiting to be picked up to get fitted with their additional equipment. He stated this old building is helping as temporary dry storage until the Woodland Prairie Park project is ready to move forward.

3. **Motion to reconvene to the October 27, 2025 Budget Workshop which will begin at 5:00 p.m.**
At 9:07 p.m., **MOTION:** Trustee Van Dyke, seconded by Trustee McQuillan to reconvene to the October 27, 2025 Budget Workshop at approximately 5:00 p.m. Motion carried via voice vote.

Respectfully submitted,

Darla M. Salinas, CMC, WCMC
Village Clerk

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

**Village of Fox Crossing
Special Meeting of the Board of Trustees – Budget Workshop #4
Municipal Complex – Arden Tews Assembly Room
Monday, October 27, 2025 – 5:00 p.m. – 9:00 p.m.**

Minutes

1. Call to Order

President Dale Youngquist called the workshop to order at 5:00 p.m. Clerk Darla Salinas noted those present including: President Youngquist, Trustee Michael Van Dyke, Trustee Kris Koeppe, Trustee Timothy Raddatz, Trustee Kate McQuillan, Trustee Deb Swiertz, Trustee Barbara Hanson, and Village Manager Jeffrey Sturgell, Finance Director Jeremy Searl, Community Development Director George Dearborn, Fire Chief Todd Sweeney, Police Chief Scott Blashka, Police Captain Tim Callan, Public Works Director Joe Hoechst, Utility Superintendent Mark Schmitt, and Director of Parks & Recreation Amanda Geiser. There were no attendees.

2. Presentation of Departmental Budgets

Bubble List / Miscellaneous Items

Director Searl advised there is a request from Trustee Van Dyke to discuss the crack sealing program in more detail due to this program falling behind. Trustee Van Dyke's suggestion was to fund this account with enough of an increase to get fully caught up in 2026, as not doing this could lead to full road replacements earlier than normal which will be much more costly overall. Director Searl recommended increasing interest income as that is currently very conservatively budgeted to pay for this increase in expense. Director Hoechst stated he doesn't have an exact number ready to get fully caught up but is thinking an additional \$150,000.00 on top of the \$50,000.00 that was already budgeted would get the Village caught up. Trustee Van Dyke asked if we could get a quantity discount for doing more work next year. Director Hoechst advised there is no quantity discount, he simply tells the bidders the amount the Village is willing to spend, and whichever bidder comes in with the lowest cost per pound will win the bid to spread our funds the farthest. He would then give the contractor a list of streets by priority, and they work to get as far as they can with the funds provided. He stated he foresees asking for closer to \$70,000.00 per year going forward to stay current. Director Searl stated he will plan for these funds to come out of interest income this year and will only use fund balance if necessary.

Manager Sturgell stated he was recently contacted to participate in a meeting with the newly organized Little Lake Butte des Morts Association and stated he is anticipating a request for \$5,000.00 to kickstart the association. He advised the Cities of Menasha and Neenah have already provided this funding, so he is expecting to receive this request soon. He wanted to ask the Board to place this in the stormwater budget, in case the Village decides to participate with this association. He reminded the Board about previous requests from residents on Stroebe Island to provide funding or assistance with aquatic planting, algae mitigation, etc. He stated he will come back to the Board after this meeting with more information and a formal request to provide funds if that is the direction the Village wants to go. The Board approved adding this expense into the stormwater budget.

Village Capital Projects (Continued)

Manager Sturgell continued the Village Capital Projects presentation for the upcoming year:

Irish Road North Pond (TID #3) Land Acquisition for \$200,000.00 offset with TID #3 cash on hand. Director Searl checked the TID Agreement, and the land acquisition is not included, so it is not

guaranteed to happen. Trustee Van Dyke asked if we would be better off purchasing and expanding the existing pond on Secura's property. Manager Sturgell advised this was previously discussed however this is in a separate water shed area and will not accomplish the Village's goal to meet DNR criteria.

Clayton Avenue Final Asphalt Layer (TID #5) on East Shady Lane north 2,795 feet for \$30,000.00 from the Water Utility (offset with prior borrowing) and \$30,000.00 from the Sewer Utility (offset with prior borrowing) for a total of \$60,000.00. This would be for the final layer of asphalt remaining from the Clayton Avenue Water and Sanitary Sewer Main Installation which was constructed in 2025.

Stormwater Capital Projects

Ehlers Road Culvert Rehabilitation from 1051 to 1088 Ehlers Road which is a rollover as this project did not get completed in 2025 for \$120,000.00 (offset with prior borrowing).

Schildt Park Pond construction for \$1,200,000.00 (\$25,000.00 offset with prior borrowing). This is the last big regional stormwater pond that needs to be completed to meet Village requirements.

Palisades Storm Sewer Extension from Valley Road to Baldwin Court for \$120,000.00. This is a Village only project but will be in conjunction with a larger project with Winnebago County. This was an agreed upon project with WisDOT and the City of Menasha.

Sand Point Pond Bird Grid and Fence for \$150,000.00. The bird monitoring study is being done this year and if the results come back with a finding that the Village needs bird mitigation in this area, we will need to have funds in the budget to complete the grid and fence. This is not something we're looking to do but we need to be prepared for that result. Director Hoechst stated Outagamie County will want the grid and fence done sooner rather than later, and noted the fencing is an Outagamie County requirement.

Jacobsen Road / I-41 Overpass Stormwater grate and trail improvement/wall reconstruction for \$125,000.00. Improving this trail will make it safer as this grate and wall are deteriorating. Director Hoechst advised the WisDOT viewed this area and stated the trail is the Village's responsibility even though it is in the DOT's right-of-way per a State Municipal Maintenance Agreement.

Utility Capital Projects

Riverview Court fire hydrant relocation for \$20,000.00 out of operations. Currently, the hydrant is located in the middle of the cul-de-sac grassy area, and they are looking to relocate this hydrant as the grassy area will be eventually removed and paved. This area is becoming more and more work to keep maintained as it is a responsibility of the Riverview Court owners, and the desire to maintain this area has dwindled. Chief Sweeney confirmed the Fire Department will still have the access they need to service this area.

Emergency Backup Generator at Plant #4 and Utility Offices for \$850,000.00 which the Board authorized ordering at the May 19th Village Board Meeting (offset with prior borrowing).

Tower #3 (Haase Street) repainting for \$300,000.00.

Well #3 Rehabilitation (started in 2025) for \$142,000.00 offset with fund balance.

3. Recess for Regular Village Board Meeting

At 5:54 p.m., **MOTION:** Trustee Swiertz, seconded by Trustee Van Dyke to recess this special meeting until completion of the Regular Village Board Meeting. Motion carried via voice vote.

4. Reconvene Upon Completion of Regular Board Meeting

At 6:55 p.m., **MOTION:** Trustee Van Dyke, seconded by Trustee Koeppe to reconvene the special meeting. Motion carried via voice vote.

5. Continue Presentation of Departmental Budgets**Wastewater Utility**

Director Searl advised there is an increase in revenue due to growth in water consumption with the TID #5 apartment complexes and other new housing in the Village. It's possible there could be more growth factored in next year with additional TID #5 apartments and Copperstone Senior Living, however we've chosen to budget conservatively. There is no proposed rate increase in this utility, and noted previous year increases included 3% in 2024, 5% in 2023, and a partial year increase at 5% for 2022.

Director Searl gave a recap of settlement funds available in this utility. In 2022, the Village used funds for various projects related to the WisDOT Interstate 41 project. In 2023, funds were budgeted for our portion of the Brighton Beach Road project, and the 2024-2025 budget included \$1.95 Million Dollars for the Valley Road project. If all these projects came in exactly on budget, we will have approximately \$1,080,000.00 remaining in this utility's settlement funds.

There is a small increase in interest income in order to balance the budget this year. We have budgeted well below actual figures for the past three years, so there is no concern about attaining this amount in revenue. This budget includes no use of depreciation funds and no use of savings/fund balance which is the reason for no requested rate increase this year.

Director Searl advised there are no substantial changes in payroll. The wage contingency is \$35,000.00, which is the same as last year. In the 0210 Professional Services account there is a decrease due to one-time items last year including the Brighton Beach lift station, impact fee study, and rollover of administrative software training. The 0211 Computer License and Maintenance account shows a carryover from the IT discussion as this is the sewer allocation. The 0218 Non-Operating Lateral Expense account includes \$5,000.00 as a base amount as we do not have any capital projects planned for this utility in 2026. The 0340 Operating Supplies account is primarily for treatment plant expenses which show a combined increase of \$55,000.00 (expenses to Fox West increased by \$82,000.00 and expenses to Neenah Menasha decreased by \$26,000.00). Neenah Menasha Sewerage Commission has a lot of big projects coming up including updating facilities and adding phosphorus treatment, so we are expecting some larger expenses to hit our budget in the coming years. The 0540 and 0541 Depreciation accounts remain consistent with last year.

The 0610 and 0620 Debt Service accounts are essentially flat year to year, with the next few years being consistent at \$1.1 Million to \$1.2 Million, with no debt issuance in the proposed budget. Director Searl noted this would have been substantially higher if not for use of settlement funds in this budget. The revenue bond covenants call for a DSCR of 1.25 of operating income compared to the subsequent year's debt payments, which is how investors view the utility's health in generating sufficient cash flow to cover debt payments. The 2025 budget was 1.47 and 2026 budget is 1.42, and he noted we historically perform .10 to .20 above budget as we budget conservatively. Debt Service Coverage calculations are based on actual figures, not budgeted figures, so it's important to stay conservative with budgeting to continue outperforming the budget. The 0801 Capital

Reserve account includes \$50,000.00 for manhole rehabilitation which is an “if needed” expense and \$95,000.00 to replace the generator at the Foster Street lift station which is 22 years old.

Water Utility

Director Searl advised the Water Utility budget was very challenging this year with increases in expenses far outpacing growth in revenues. A rate increase in this utility is imperative to balance this budget. In revenue, there is some growth from normal operations and potential growth in 2026, therefore overall, an increase of 1% was included for expected growth of 85-95 units for \$90,000.00 in additional revenue. The proposed budget includes the assumption of submitting a Simplified Rate Case with the PSC if the Board provides approval. Based on 2024 rate results and projected 2025 results, Director Searl feels the Village will receive the maximum rate increase of 3% from this simplified rate case. He explained that this is a simpler program which is allowed since we completed a full rate case within the last five years and the Village is not earning the allowed rate of return. This process does not require a public hearing, so they are conservatively budgeting for this rate increase to be in place by March. The last rate increase was effective in February 2023 and was due to a Purchased Water Adjustment Clause from when Menasha Utilities increased their rates. He stated they have opened a new full rate case application and have started compiling information but have decided to make 2026 the test year so we cannot submit until after 2025 numbers are finalized. The Village Board approved moving forward with a simplified rate case with the PSC.

In other revenue, rental income comes from the cell tower leases with TMobile (formerly Sprint) which are set to expire in 2025, however they are currently in negotiations, so we are planning to continue to receive income from these towers. They have also increased rent to the sewer utility for 2340 American Drive from \$20,000.00 to \$25,000.00 and a one-time payment from Sewer for the space review/needs analysis. Special assessment revenue and developer contributions are directly related to capital projects and vary a lot from year to year. The only developer contribution expected is for new water meters for the Town of Clayton for \$40,000.00. Last year, we chose to increase our reliance on interest income by approximately \$100,000.00 because we’ve needed to rely on this to balance the budget. This proposed budget includes no use of depreciation funds. The use of fund balance is to offset the following projects: \$117,000.00 for Well #3 rehabilitation, \$25,000.00 to install a mixer in Tower #3, \$10,000.00 to purchase a new pressure washer, \$8,400.00 to replace hydrant flags on the West Side, \$14,000.00 to refurbish/restructure the office space at the utility building, \$175,000.00 for 2026 meter replacement program, \$43,000.00 for plant #3 Mag meters, \$300,000.00 for Tower #3 repainting, and \$20,000.00 to move the fire hydrant on Riverview Court. The carryover of debt is for the generator which was approved earlier this year.

Director Searl stated there are no significant changes in payroll. There was a requested increase of 56 additional overtime hours (\$3,087.00) and an increase in the rate premium for construction site inspections from \$0.25/hour to \$0.50/hour (\$345.00). The combined wage contingency is set at \$50,000.00, which is the same as last year. The 0210 Professional Services account includes a total increase of \$22,000.00. The previous year included an increase due to additional acidic cleaning maintenance for up to three wells at \$36,000.00 per well, which is included in this budget as well. There is also a rollover from fund balance for the Well #3 rehabilitation. The proposed budget includes \$15,000.00 for lead/copper testing which is required every three years and \$9,000.00 for water rate study support. The 0211 Computer License and Maintenance account is the carryover from the IT discussion for water’s allocation. The 0223 Sewer/Water/Storm account is primarily for the purchased water from Menasha Utilities on the East Side to supplement our wells which is an increase of \$80,500.00 overall, with \$80,000.00 of that increase coming from purchased water. Director Searl reminded the Board that at \$6.35/gallon from Menasha Utilities, we are losing \$0.66/gallon which is a gross loss and is one of the biggest factors that affect the success of the water utility.

Director Searl advised the 0309 Credit Card Fees account has increased due to more people using the online credit card system. The 0313 Printing account shows a decrease due to the large 2025 lead mailing that was required by the DNR and EPA. The 0340 Operating Supplies account shows an increase primarily due to purchase of a pressure washer, an operating nut turning kit, and replacement of hydrant flags on the West Side. There is no zeolite replacement in 2025 or 2026, but we will most likely need this in the 2027 budget. The 0353 Equipment Maintenance account shows a decrease of \$90,000.00 due to different maintenance projects being done this year and cuts to the base amounts due to actuals history. The prior year included \$70,000.00 to replace booster pumps at Plants 2 and 3, and this year includes \$25,000.00 for a new mixer at Tower 3 from fund balance. The 0394 Salt account is budgeted to purchase 3,400 tons at \$155.00/ton (which is a decrease of \$13.00/ton due to the very large rate decrease). The budget has ranged from 2,900 to 3,300 tons in recent years. The 0396 Sodium Silicate account shows an increase of \$9,000.00 due to cost increases and usage for several years where the budget has been lower than actuals. The 0590 Other Fixed Charges account is the PILOT (payment in lieu of taxes) paid to the general fund, which is the same as last year. The 0540 and 0541 Depreciation accounts continue to budget no funding for depreciation. Director Searl stated the 0610 and 0620 Debt Service accounts show a budget increase of \$134,000.00 for a total of just over \$2 Million Dollars assuming no borrowing in this utility in 2026 and 2027.

The 0801 Capital Reserve account includes the capital improvement projects for this utility that were discussed earlier this evening as well as \$175,000.00 for meters which is the same as last year but is an increase from previous years due to the increasing cost of meters and encoders and the department's effort to replace more meters per year. This account assumes \$40,000.00 for Town of Clayton's meters that they will be fully responsible for. Trustee McQuillan asked if residents are charged when their meter is replaced. Director Hoechst advised this is part of the base charge that all residents pay on every bill, so these charges are not billed to the consumer when a meter is replaced, assuming no tampering has been done to the meter. He also advised that water purchased from Menasha Utilities has been trending down a bit, and he credits this to the Utility Department staying on top of water leaks/breaks. Trustee Raddatz asked if it would be possible to discontinue purchasing from Menasha Utilities and fully supply the East Side from our own wells. Manager Sturgell stated this is part of a much larger discussion that needs to take place at a workshop, along with a few other outstanding items including the Police Department expansion and general operations issues regarding wages, staffing, etc. He stated he is looking to schedule a longer workshop around February to discuss these issues.

Director Searl advised the 0880 Debt Issuance Costs account is a special item that is not normally able to be used, however with no debt being issued in this utility, we are able to use this one-time offset to balance this year's budget. This is a non-cash asset that helps balance the budget but does not help cash flow. There are no purchases planned in the Equipment Replacement Fund in 2026. A few items were planned to be replaced this year; however, they have been pushed a couple years.

6. Adjourn

At 8:10 p.m., **MOTION:** Trustee Koeppe, seconded by Trustee Van Dyke to adjourn the special meeting. Motion carried via voice vote.

Respectfully submitted,

Darla M. Salinas, CMC, WCMC
Village Clerk

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

**VILLAGE OF FOX CROSSING
BOARD OF TRUSTEES REGULAR MEETING
Municipal Complex – Arden Tews Assembly Room
Monday, October 27, 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 Salinas took roll call and noted those present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Timothy Raddatz, Kate McQuillan, Deb Swiertz, and Barbara Hanson.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Police Captain Tim Callan, Director of Public Works Joe Hoechst, Director of Parks & Recreation Amanda Geiser, Utility Superintendent Mark Schmitt, Attorney Andy Michelletti, Engineer Zach Laabs, and Engineer Lee Reibold. There was one attendee.

2. Awards / Presentations

3. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

a) Special Village Board Meeting – Budget Workshop #2 – October 13, 2025

b) Regular Village Board Meeting – October 13, 2025

Minutes and Correspondence to Receive

c) Planning Commission Meeting Minutes – September 17, 2025

d) Water Main Breaks Report – September 2025

e) Water Pumpage Report – September 2025

MOTION: Trustee Van Dyke, seconded by Trustee Hanson to approve the minutes and accept other departmental minutes and correspondence into record. Motion carried via voice vote.

4. Public Comments Addressed to the Village Board

5. Discussion Items

6. Unfinished Business

7. New Business-Resolutions/Ordinances/Policies

a) 251027-1 Condominium Plat – 1088 Ehlers Road (Parcel #121047305)

MOTION: Trustee Van Dyke, seconded by Trustee McQuillan to approve as submitted. Director Dearborn stated the Planning Commission recommended this for approval. Motion carried via voice vote.

b) 251027-1:ORD Amend Fox Crossing Municipal Code Chapter §435 Zoning Ordinance – Rezone Lot 154 in Winding Creek Estates (Parcel #1216272) from R-2 Suburban Low Density District to Planned Development District *First Reading*

MOTION: Trustee Van Dyke, seconded by Trustee McQuillan to accept the First Reading as submitted. Director Dearborn stated this action will allow for a reduced setback on this lot in order to comply with Wisconsin DNR wetland guidelines and was recommended for approval by the Planning Commission. Motion carried via voice vote.

- c) 251027-2 Certified Survey Map – 800 Ninth Street (Parcel #121035315)
MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Director Dearborn stated the Planning Commission recommended this for approval. Motion carried via voice vote.
- d) 251027-3 Change Order #2 – Margeo Neighborhood Utility Improvement Project
MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Director Hoechst stated the change requested is for time only, and includes no monetary costs. He advised the contractor ran into more bedrock than anticipated which has delayed this project resulting in this Change Order. Motion carried via voice vote.
- e) 251027-4 Resolution from the Village of Fox Crossing for Commitment of Financial Support for the WisDOT 2026-2031 Surface Transportation Program (STP) – Urban Grant Application
MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Director Hoechst stated he is looking to submit this Grant Application by the end of this week and is requesting Board approval for commitment to fund the Village's portion of the project. Trustee Hanson asked about the choice for the Village to fully fund the design costs for this project rather than asking for the 80/20 split similar to the construction costs. Director Hoechst advised if we choose to locally fund the design costs, we will be able to keep the design work under our control and this will allow us to choose the engineer for this project. If we elect to cost-share with the DOT, we will lose full control as the DOT must approve of the engineering firm, but this would save the Village money. Trustee Swiertz asked if we will put this design work out to bid to other engineering firms. Director Hoechst stated he is planning to use McMahon Engineering. He stated the more funding we request; the less chance we will receive the Grant as the DOT prefers to split the funds amongst as many projects as possible. President Youngquist confirmed that this resolution is not actually funding anything but approving the future funding for this project if the Village is awarded the Grant. On roll call vote, Motion carried 7-0 to approve the resolution as submitted.
- f) 251027-5 Reappoint Fox Crossing Representative to the Fox Cities Convention & Visitors Bureau Board of Directors – Village Manager Jeffrey Sturgell
MOTION: Trustee Hanson, seconded by Trustee Swiertz to approve as submitted. Motion carried via voice vote.
- g) 251027-6 Expenditures
MOTION: Trustee Koeppe, seconded by Trustee Swiertz to approve the expenditures submitted without exception. Motion carried via voice vote.

8. Reports

- a) Village President Dale Youngquist – 2026 Village of Fox Crossing Budget Public Hearing to be held Monday, November 24, 2025 at 5:00 p.m. in the Arden Tews Assembly Room of the Village Municipal Complex, 2000 Municipal Drive

President Youngquist announced the 2026 Budget Public Hearing will be held on Monday, November 24th prior to the Regular Village Board meeting in the Arden Tews Assembly Room of the Municipal Complex.

- b) Trustee Kris Koeppe – Results of Electronic Recycling Event held on October 11, 2025

Trustee Koeppe announced the results of the recent Electronic Recycling Event noting the event was very successful with over 10,000 lbs. of recyclables being collected. He thanked the volunteers and the Street Department for allowing use of the street garage. He stated they are intending on holding two of these events next year due to this program's success.

- c) Police Captain Tim Callan – Annual Trick-or-Treat Hours in the Village – October 31, 2025 from 4:00 p.m. to 7:00 p.m.

Captain Callan announced the Village will hold annual trick-or-treating hours on October 31, 2025 from 4:00 p.m. – 7:00 p.m. along with the Cities of Menasha and Neenah.

9. Closed Session

10. Adjourn

At 6:43 p.m., **MOTION:** Trustee Hanson, seconded by Trustee Koeppe to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Salinas, CMC, WCMC
Village Clerk

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

RES #251110-1

DEVELOPER AGREEMENT – HORIZON CROSSING SUBDIVISION

WHEREAS, the Developer, Tom McHugh of Tom McHugh Construction, LLC, plans on constructing a fifty-eight (58) unit single-family subdivision located on Jacobsen Road; and

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

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 for Horizon Crossing Subdivision, as attached, subject to final review by the Village Attorney and Village staff.

BE IT FURTHER RESOLVED, that approval of the developer agreement is subject to the submittal of funds to cover inspections, attorney and other fees documented in the Developer Agreement and required by Village ordinances.

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

Adopted this 11th day of November, 2025

Requested by: George Dearborn, Director of Community Development

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

DEVELOPER AGREEMENT FOR ROAD AND UTILITY IMPROVEMENTS
Horizon Crossing Subdivision
(f/k/a “Jacobsen Prairie”)

THIS AGREEMENT is made this ____ day of _____, 2025 (the “Agreement”), by and between:

Name: Tom McHugh Construction, LLC
Address: P.O. Box 54
Greenville, WI 54942
Contact Person: Tom McHugh
Telephone: 920-540-1167

Hereinafter referred to as the “Developer,” and the Village of Fox Crossing, Winnebago County, Wisconsin, hereafter referred to as the “Village,” with its principal offices located at 2000 Municipal Drive, Neenah, WI 54956.

WITNESSETH;

WHEREAS, this Agreement is a necessary precondition to the subdivision of land within the Village, and shall govern the lands legally described in the attached **Exhibit A**;

WHEREAS, the Developer has received all of the necessary approvals from the Village for the development of a residential subdivision project to be known as: “Horizon Crossing Subdivision” (the “Project”);

WHEREAS, a true, accurate and complete copy of said approved development and all other required approvals is made a part hereof attached at **Exhibit B** and incorporated by this reference; and

WHEREAS, certain road and utility improvements are deemed necessary by the Village to serve the development and to be dedicated for the benefit of the lands subject to this Agreement.

NOW, THEREFORE, in consideration of said approval, the Developer agrees to the following:

ARTICLE I.
ROAD, UTILITY, AND OTHER CONSTRUCTION

Developer shall install, at the Developer’s own expense according to plans and specifications as approved by the Village in accordance with the provisions of the Village Land Division Ordinance (Chapter 419), Village Streets and Sidewalks Ordinance (Chapter 337), Village Sewer and Water Ordinance (Chapter 325) Village Development Ordinance (Chapter 394), Village Zoning Ordinance (Chapter 435), Village Erosion Control Ordinance and

Stormwater Management (Chapter 400), Village of Fox Crossing Standard Specifications for Storm Sewer and Street Construction, Village of Fox Crossing Standard Specifications for Sanitary Sewer and Water Utility Construction, Village Road and Trail Specifications made a part hereof and incorporated by reference the following:

A. **IMPROVEMENTS**. The Developer shall install all required improvements as specified by the Village in conformance with the Village ordinances and standards identified above and as follows:

1. Roads. Public and/or private roads shall be installed as shown on the development plan and as specified by the Road and Trail Specifications. Roadway width to be 33-ft back of curb to back of curb, including 30-inch mountable concrete curb and gutter within a 54 ft. right-of-way.

2. Water. Water lines and laterals are to be installed in conformance with the Village's Specifications for Sanitary Sewer and Water Construction.

3. Sewer. Sewer lines are to be installed in conformance with the Village's Specifications for Sanitary Sewer and Water Construction.

4. Storm Sewer. Storm sewer improvements, including laterals are to be installed in conformance with the Village of Fox Crossing Standard Specifications for Storm Sewer & Street Construction.

5. Surface Drainage Systems and Storm Water Facilities. The Developer shall install a detention pond as specified in the approved drainage plan to achieve compliance with the required storm water regulations of the Village. In addition, all other surface drainage from adjacent property shall be accommodated to ensure that the flow does not increase due to any redirection of this flow. The easement with the specific requirements and specifications of the Village shown on **Exhibit F** shall be dedicated to the public prior to the authorization of any construction.

6. Street Signs. Street signs will be required to identify the access road.

7. Street Lights. The developer is responsible for required street lights meeting Village policies and as specified in Article I D.

8. Pedestrian Trails. The Village of Fox Crossing does not require installation of sidewalks in connection with the construction of the development but reserves the right to require sidewalks at a future date when they are deemed necessary by the Village. The current owners located within this development at the time of any sidewalk installation by the Village may be assessed for these future sidewalks.

9. Parks. A fee in lieu of park land dedication is required.

10. Street Trees. No Street Trees are required, but one tree in the front yard of each home is encouraged.

11. Undeveloped Lot Assessments. The Village assessor will assess all undeveloped lots used for agricultural purposes at an agricultural rate subject to state law.

B. **GRADING AND EROSION CONTROL**. The Developer shall provide the following grading and erosion control:

1. Grade land adjacent to public or private roads and other rights of way, to the maximum slopes as approved on the plans, and to take other measures as contained in the plans or specifications to prevent or control erosion, and to preserve sub-base and surface grades being established.

2. Grade vision corners at intersections in accordance with the Village of Fox Crossing Zoning Ordinance when necessary.

3. Grade and restore all drainage easements in accordance with the approved drainage plan. Establishing the correct elevation within the drainage easement areas ensures that future property owners can finish lawns to match the established drainage easement. Every precaution shall be made to protect and preserve these areas from further disturbance throughout development of the project.

C. **ROADS, STREETS, AND STORM SEWERS.** Roads, Streets and Storm Sewers shall be installed as follows:

1. Public roads or streets will be installed by Developer at Developer's cost in this development. All roads will be public and shall be constructed as specified in the Development Plan and meeting the specifications of the Village of Fox Crossing. After the final plat is recorded and accepted by the Village and after the Village accepts said roads in gravel condition, roads shall be plowed by the Village but otherwise be maintained by the Developer. If the Village reasonably determines that the Developer is not properly maintaining the gravel roads, the Village may, at its option, perform any such maintenance and the reasonable cost thereof shall be billed back to the Developer and shall be due and payable upon demand and, in any event, prior to Final Acceptance. When the Village fully and finally accepts the fully complete roads with all asphalt layers installed, the warranty period shall begin. Upon Developer's compliance with all warranty obligations, the Village will maintain all roads going forward.

2. The Developer is responsible for all costs of constructing, and installing adequate facilities for storm sewer, surface drainage systems, and stormwater facilities throughout the entire development in accordance with the approved plans. This includes installation of a storm sewer laterals and the use of the current and new detention ponds along with other acceptable methods of detention and treatment.

3. The Developer hereby agrees to replace plant materials, which die or are substantially damaged, at the Developer's expense, and repair graded areas which erode or are otherwise damaged after installation, whether said death or damage is caused by an act of nature or by the activities of others, such as contractors or property owners. This provision shall not preclude the Developer from seeking recovery of costs when others cause damage; however, the Developer's obligation to make timely replacements and repairs shall not be delayed while recovery is sought from others.

4. The Developer shall install and maintain, or shall arrange with all contractors that the contractors install and maintain those barricades, signs, warning lights, earth berms, mounds

or other protective measures, as set forth in the plans and specifications, which are hereby agreed to be reasonably necessary for the safety of the public during the improvement of the subject tract. These measures shall only be removed after approval by an authorized representative of the Village.

5. All necessary street and traffic signs and the installation of these signs shall be at the cost of the Developer and shall be installed by the Village of Fox Crossing upon completion of roadway construction.

6. The property owner shall be responsible for the maintenance of all right of way from the edge of pavement to the property line of the adjacent property. This maintenance shall consist of mowing and weed control.

7. If Developer fails to do so, the Village may maintain the gravel roadways, which may include street grading and installation of additional gravel as deemed necessary until the final acceptance of the streets. The cost of such maintenance shall be taken out of the Developers escrow under street maintenance. If the cost exceeds the escrow the developer shall be billed for any additional costs.

D. **STREET LIGHTS AND TRAFFIC CONTROL SIGNALS.** Street lights shall be installed meeting or exceeding the minimum requirements under the Village of Fox Crossing Street Lighting Policy. Prior to the approval of any street light agreements from We Energies, the Village shall review the proposed street lighting design and may require additional lighting over and above the minimum recommended lighting requirements if this is reasonably deemed necessary due to safety or other unique circumstances. All streetlights shall be direct cut-off design to support Dark Skies efforts. Wooden poles are prohibited under the Land Division Ordinance (Chapter 419).

E. **STORM WATER DETENTION AND TREATMENT.** The Developer shall use as specified in the Stormwater Management Plan facilities to achieve compliance with the required all current stormwater standards of the Village and the Wisconsin Department of Natural Resources. In addition, all the other flow from adjacent property shall be accommodated to ensure that the flow does not increase due to the redirection of this flow. To assist Developer with compliance, Developer may connect its storm water infrastructure to and utilize the Village's "Church Pond" provided Developer and all future land owners of the lands shown in Exhibit A shall be bound in perpetuity to all Village rules and regulations regarding said use and connection. All connection plans must be pre-approved by Village staff and the Village's engineer. Based upon the most-recent Site Plan provided by the Developer to the Village, the estimated buy-in fee is \$147,667.37, which is derived from multiplying the standard buy-in fee of \$31,335.25/ impervious acre by 12.5 total acres by 0.377 impervious acres per acre of land. Said buy-in fee shall be due contemporaneous with this Agreement and in any event prior to the recording of the final plat. Upon "Occupancy" of eight (8) "Habitat Homes," and provided Developer is not otherwise in material breach of any other term of this Agreement, the Village shall reimburse and/or pay, as the case may be, \$75,000 to Greater Fox Cities Habitat for Humanity, Inc. (herein, "Habitat"). Habitat may redistribute this payment to other entities as it sees fit. Occupancy, as used in this paragraph means, "the earliest date when one or more

homeowners has moved into a Habitat Home located in the Project intending it to be their permanent residence.” A “Habitat Home,” as used in this paragraph, means, “a home constructed by Habitat within the Project pursuant to its usual Homebuyer Program.”

ARTICLE II.
GENERAL CONDITIONS

A. **ENGAGING QUALIFIED CONTRACTORS.** The Developer agrees to engage contractors for all work included in this Agreement who are qualified to perform such work.

B. **WORK ACCORDING TO APPROVED PLANS AND SPECIFICATIONS.** The Developer agrees to use materials and make the various installations, in accordance with the approved plans and specifications, made a part hereof and incorporated by reference, including those standard specifications of both the Village of Fox Crossing Utility District for the installation of water and sewer mains and the Village of Fox Crossing for the installation of storm sewer and street construction. The attached “Exhibit C” is a “Final Acceptance Checklist” requirements for the for the Village of Fox Crossing.

C. **PAYMENT OF VILLAGE REVIEW AND INSPECTION FEES.** The Developer shall be responsible for the following review or inspection fees:

Review Fees:

Administration Fees: \$ 2,000

Attorney Fees: \$ 3,500

Total Review Fees: **\$ 5,500**

Inspection Fees:

	Total Days	Regular Hours	Total Cost
Sanitary Sewer	22	168	\$16,800
Water Main	19	152	\$15,200
Storm Sewer	23	184	\$18,400
Roadway	17	136	\$13,600
Project Supplies			\$1000
Total Inspection fees	80	640	\$65,000

Total Review and Inspections Fees: \$70,500

(Inspections fees are estimated. If inspections require additional time the developer will be billed for the additional time required for inspections. If the inspection reviews take less time than estimated then the remaining inspections fees will be refunded.)

A Sewer Main and Sewer Service Lateral Repair Inspection Permit shall also be required. The fee for this permit is due and payable when new sewer service is requested.

D. TIME SCHEDULE AND CONSTRUCTION CONTRACT COPIES.

1. Attached hereto is **Exhibit D**, the “Construction Contract and Work Schedule,” for each major phase of work to be performed under this Agreement, including estimated starting and completion dates. The parties hereby agree to abide by this schedule. If it becomes impractical to continue the schedule of **Exhibit D**, provided the impracticality arises from causes beyond the control of both parties to this Agreement, such as, significant unforeseen subsoil conditions, weather or other acts of nature, strikes, area-wide shortage of materials or social disorders, either party to this Agreement may submit a revision to **Exhibit D** for negotiation and acceptance by the other party.

2. The Developer may seek, and the Village may grant, waivers to the forgoing provision in the case of later work elements, which are not dependent upon proper completion of earlier phases of work. The granting of any such waiver shall be conditioned upon establishing dates for the submittal of executed contracts on the later work.

E. INSURANCE.

1. The Developer shall require that all contractors engaged to perform work under this Agreement comply with Village Ordinances pertaining to damage claims and contractor’s liability with the Village prior to or at the time of the filing of the above-mentioned contract copies.

2. Unless provided otherwise by law, contractors shall maintain and provide the Village a certificate verifying insurance that will protect them from claims under Workmen’s Compensation Acts and from other claims for damages or personal injury, including death, which may arise from operations under this contract, including those by subcontractors, with minimum allowable limits as follows:

Property Damage Each Accident	\$1,000,000
Public Liability-Bodily Injury Single Limit or Equivalent Each Accident	\$1,000,000
Workmen’s Compensation	Statutory Limits
Motor Vehicle Liability	\$1,000,000

F. PAYMENT OF OUTSTANDING ASSESSMENTS AND CHARGES. The following outstanding charges or assessments shall be due and payable as follows. This does not include other current building fees which will be based on final square footage and/or construction value:

1. Current Park Fees in Lieu of Land Dedication (the Parties acknowledge that Municipal Code Section 419-12 ordinarily requires dedication of park land as a condition of

subdivision; however, in the instant case, the Parties agree that Developer shall pay a fee in Lieu of Land Dedication in accordance with following schedule):

Total Park Fees in Lieu of Land Dedication: 58 Single Family Dwellings \$74,842.04 at \$1,290.38 per unit.

The above total amount is payable contemporaneous with this Agreement and in any event prior to the recording of the final plat.

2. Current Park Impact Fee

Total Current Park Impact Fee: 58 single family units at \$823.00 per unit \$47,734.

Payable upon issuance of building permit. (Note this fee is the current fee which can change on an annual basis. So the fee payable may vary from the above estimate.)

3. Sanitary Sewer Connection Charges \$448/dwelling unit.

Total Sanitary Sewer Connection Charge: 58 units at \$448 per unit \$25,984.00
Payable upon issuance of building permit.

4. Interceptor Fee \$1,500 per acre

Total Interceptor Fee: 12.5 acres at \$1,500 per acre \$18,750
Payable upon with the acceptance of this development agreement.

5. Street Trees (The planting of street trees on each lot facing the public road is encouraged but not mandatory. The Village has a recommended list of trees for planting).

6. Street Signs \$1,500

7. Fire Impact Fee.

Current Fire Impact Fee is \$149/lot due upon issuance of building permit.

All other required fees are based on the current building fee schedule.

**ARTICLE III.
DEDICATION AND GUARANTEE**

A. DEDICATION AND ACCEPTANCE OF PUBLIC FACILITIES.

1. The Developer agrees that all dedications to the public of lands and improvements covered by the accompanying Agreement are made without conditions and the Developer further agrees that all required impact fees shall be paid prior to the dedication and acceptance.

2. The Developer further agrees that no improvements may be offered to the Village for acceptance of the dedication unless all review and inspection fees identified under *Article II, paragraph C*, are paid in full, and that all contractors who have performed work hereunder have received payment in full for their materials and services, certified in the form of affidavits, which shall be presented to the Village. The affidavits presented to the Village shall include the contract with any subcontractor, the dates upon which work and/or service was performed and a lien waiver from the subcontractor indicating that subcontractor has received payment in full.

3. Building permits will not be issued by the Village until all utilities are installed and accepted by the Village, the final plat is accepted and recorded, and the roads and streets are accepted by the Village in gravel condition.

4. The Developer shall provide an itemized listing of all costs and quantities associated with utility and road construction including water mains, hydrants, valves, pipes, manholes, sewer mains and interceptors, roads, culverts, storm sewers, trails, and detention ponds. The Developer shall also provide total footage and sizes of all pipes, roads, and storm sewers. At the time of acceptance and on or before December 31 annually until completion of all public infrastructures, the Developer shall submit an itemized listing of all costs, quantities, lengths, and sizes shall be submitted. The itemized listing shall be broken down by street and easement. Funds of one thousand five hundred dollars **(\$1,500.00)** dollars shall be escrowed to ensure that the above information is submitted on or before December 31 annually. These funds shall be used to offset any and all costs incurred by the Village to obtain this information should the Developer fail to do so. These costs shall include a mandatory \$300 administrative fee. Any costs in excess of the funds escrowed shall be billed to the developer. All funds escrowed shall be returned to the developer if they are not needed.

5. The Developer shall provide the Village with (1) electronic copy of as-built plans in a format acceptable to the Village of Fox Crossing Community Development Department and an electronic copies of final engineering plans, in a current release of AutoCAD, to be supplied to the Village Engineer, McMahon, and to the Village's GIS coordinator for final record drawings.

B. **GUARANTEE.** The Developer hereby covenants and agrees to guarantee the quality of all work performed pursuant to this Agreement for a period of three (3) years following the date of final acceptance by the Village for sewer, water, storm sewer, and trails (which final acceptance shall not be unreasonably delayed, conditioned or withheld). Such guarantee shall be against material, uncured (to applicable specifications) defects in: (i) materials, and/or (ii) workmanship. If a defect in materials or workmanship is identified to Developer by the Village in writing and with reasonable specificity, the Developer hereby covenants and agrees to promptly make the required replacement and/or repairs, acceptable to the Village in its reasonable discretion and the specifications therefor at the Developer's expense. The expenses shall include total and complete restoration of any disturbed surface or component

of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repair or replacement is required.

If the Developer fails to make required replacement and/or repairs, or the repairs or replacements are not completed to the Village's reasonable satisfaction and in accord with applicable specifications, then the Village shall have the option of making the repairs and collecting the costs of the replacement and/or repairs through any legal means available to the Village. The Developer shall have a reasonable period of time to make repairs and/or replacements required by the Village to cure any material defect; provided, however, such period shall not exceed sixty (60) days following Developer's actual receipt of the Village's written notice of defect(s) (provided, further, however, if the defects cannot reasonable be repaired or replaced in such sixty (60) day period, as long as Developer has: (i) commenced repair and/or replacement within the sixty(60) day period; (ii) is diligently and continuously proceeding to making such repairs and/or replacements; and (iii) the repairs and replacements cannot be reasonably completed in such sixty (60) day period, then the Developer shall have an additional period of up to, but not exceeding one hundred eighty (180) days).

The Village shall have the right to levy a special assessment for any costs or expenses incurred in replacement or repairs costs.

ARTICLE IV. **SURETY AGREEMENT FORM, AMOUNT OF SURETY OR** **OTHER ENFORCEABLE SECURITY**

The Village, Developer and Developer's designated lender shall enter into, and the Developer's lender(s) shall issue to the Village for the benefit of Developer, an Irrevocable Standby Letter of Credit Agreement substantially in the form attached as **Exhibit E**, in an amount equal \$1,687,732

ARTICLE V. **RIGHTS OF RECOVERY**

The parties agree that certain improvements being installed by the Developer while related to the subject tract of land, benefit a larger area, and therefore, the Developer should be reimbursed without interest for those costs hereinafter set forth:

1. No Rights of Recovery

ARTICLE VI. **RECORDABILITY OF AGREEMENT**

These documents shall be executed in recordable form so as to give notice to all third parties of the duties of the Developer and the rights of the public. However, if the Village does not cause this document to be recorded, the duties of the Developer shall not be changed and the Village may fully enforce its rights to assure compliance with the Agreement. The Village may record a memorandum of this Agreement as an alternative to recording the entire document.

ARTICLE VII.
ASSIGNABILITY BY DEVELOPER

The rights and duties of the Developer may not be assigned without the written consent of the Village.

ARTICLE VIII.
REQUIRED FULL TIME INSPECTION OF UTILITIES

An inspector supplied by the Village's Engineer shall be responsible for the on-site inspections of storm sewers, sanitary, and water systems. Said inspector shall be on-site prior to any work performed for water, sanitary sewer, and storm sewer systems.

ARTICLE IX.
WAIVER OF SPECIAL ASSESSMENT

Developer waives special assessment notices and hearings pursuant to the provisions of Wis. Stat. § 66.0703. In addition, Developer hereby consents to the levying of special assessments against the Development for the cost of the Improvements if Developer fails to timely or properly construct any Improvements as required by this Agreement. At the Village's option, said special assessments may be (i) levied against all of the lands described as Exhibit A; (ii) the Village may apportion a special assessment amongst all lots contained within the Development, with each lot being assessed an amount equal to a fraction, the numerator of which shall be the total cost of improvements that Developer fails to timely or properly construct contrary to this Agreement and the denominator of which shall be the number of lots within the Development; or (iii) the Village may levy special assessments against an individual lot or group of lots for improvements relating to a particular lot or lots that Developer has failed to timely or properly construct in accordance with this Agreement. The waivers referenced herein shall run with the land and bind Developer, Jacobsen Prairie Project LLC, and their respective successors and assigns.

ARTICLE X.
THIRD PARTY ACKNOWLEDGMENT

The undersigned parties each hereby acknowledge that Jacobsen Prairie Project LLC will retain ownership of certain lots within the Project. Jacobsen Prairie Project LLC is a signatory to this Agreement solely for the purposes of acknowledging and consenting to the terms of this Agreement; provided, however, with the exception of the special assessment waiver referenced in Article IX, above, Jacobsen Prairie Project, LLC shall not or become obligated to undertake, perform, complete, guarantee, warrant or otherwise assume financial or other liability for any of the duties, improvements, construction obligations, or other responsibilities assigned to or required of the Developer or the Village under this Agreement, including but not limited to the public improvements, infrastructure installation, or any financial guarantees.

Jacobsen Prairie Project LLC shall cooperate reasonably with the Village and Developer in furtherance of the orderly implementation of this Agreement, provided such cooperation does not create or impose obligations or liabilities on Jacobsen Prairie Project LLC inconsistent with this provision.

[Signature page(s) follows.]

VILLAGE OF FOX CROSSING

By: _____
Dale A. Youngquist, Village President

Date: _____

STATE OF WISCONSIN
County of Winnebago
Subscribed and sworn to before me
This _____ Day of _____, 2025.

Signature of Notary, or Person Authorized to Administer
Oaths.
My Commission Expires: _____
Title, if not Notary: _____

By: _____
Chantel M. Jaenke, Village Clerk

Date: _____

STATE OF WISCONSIN
County of Winnebago
Subscribed and sworn to before me
This _____ Day of _____, 2025.

Signature of Notary, or Person Authorized to Administer
Oaths.
My Commission Expires: _____
Title, if not Notary: _____

TOM MCHUGH CONSTRUCTION, LLC

By: _____
Tom McHugh, President

Date: _____

STATE OF WISCONSIN
County of Winnebago
Subscribed and sworn to before me

This ____ Day of _____, 2025.

Signature of Notary, or Person Authorized to Administer Oaths.

My Commission Expires: _____

Title, if not Notary: _____

Third Party Acknowledgement:

Made solely and exclusively for the limited purposes set forth in Article X of this Agreement:

JACOBSEN PRAIRIE PROJECT LLC

By: Greater Fox Cities Habitat for Humanity, Inc.

Its: Managing Member

By: _____

John Weyenberg, President

Date: _____

STATE OF WISCONSIN

County of Winnebago

Subscribed and sworn to before me

This ____ Day of _____, 2025.

Signature of Notary, or Person Authorized to Administer Oaths.

My Commission Expires: _____

Title, if not Notary: _____

This Instrument Reviewed by:

Andrew Rossmeissl Attorney

Herrling Clark Law Firm

800 N Lynndale Ave.

Appleton, WI 54914

Tel: 920-504-2396

Email: arossmeissl@herrlingclark.com

EXHIBIT A

Legal Description

Parcel 1

Lot One (1) of Certified Survey Map No. 5953 recorded August 14, 2006 as Document No. 1408039; being all of Lot 2 of Certified Survey Map No. 3512 in part of the Southwest 1/4 of the Southeast 1/4 of Section 7 and part of the Northwest 1/4 of the Northeast 1/4 of Section 18, all being located in Township 20 North, Range 17 East, Village of Fox Crossing, Winnebago County, Wisconsin.
APN: 121-0219-01

Parcel 2

Outlot One (1) of Certified Survey Map No. 5953 recorded August 14, 2006 as Document No. 1408039; being all of Lot 2 of Certified Survey Map No. 3512 in part of the Southwest 1/4 of the Southeast 1/4 of Section 7 and part of the Northwest 1/4 of the Northeast 1/4 of Section 18, all being located in Township 20 North, Range 17 East, Village of Fox Crossing, Winnebago County, Wisconsin.
APN: 121-0220-01-01

Parcel 3

Outlot One (I) in Jacobsen Meadows, in the Village of Fox Crossing, Winnebago County, Wisconsin. APN: 121-5913

EXHIBIT B

ESTIMATE OF QUANTITIES

Jacobean Prairie
Village of Fox Crossing

No.	Description	Units	Total	Unit Price	Total
Sanitary Sewer					
1	8" Sanitary Sewer	Lf.	1827	\$48.00	\$74,842.00
2	48" Sanitary Manholes (less than 15' deep)	v.f.	44.26	\$425.00	\$18,810.50
3	Manhole Castings NF R-1650-A	each	8	\$995.00	\$7,960.00
6	4" Sanitary Laterals	Lf.	2638	\$46.00	\$114,210.00
8	4" Sanitary Connections	each	58	\$200.00	\$11,800.00
					\$227,422.60
Water Main					
1	8" Water Main	Lf.	1856	\$52.30	\$98,556.60
2	1 1/4" Water Service Connections	each	58	\$695.00	\$40,810.00
3	1 1/4" Water Service Lateral	Lf.	2135	\$20.50	\$43,767.50
4	8" Valve	each	6	\$2,995.00	\$14,976.00
5	8" Hydrant Lead	Lf.	74	\$50.00	\$3,700.00
6	8" Valve	each	4	\$2,200.00	\$8,800.00
7	7" Bury Fire Hydrants	each	3	\$5,700.00	\$17,100.00
8	8" Bury Fire Hydrants	each	1	\$5,700.00	\$5,700.00
					\$220,808.00
Storm Sewer					
1	8" Storm Sewer	Lf.	118	\$44.00	\$5,192.00
2	12" Storm Sewer	Lf.	1,178	\$44.00	\$51,832.00
3	16" Storm Sewer	Lf.	147	\$48.00	\$7,056.00
4	16" Storm Sewer	Lf.	468	\$63.00	\$28,356.00
5	24" Storm Sewer	Lf.	494	\$66.00	\$33,882.00
6	30" Storm Sewer	Lf.	496	\$69.00	\$34,156.00
7	48" Storm Manholes	v.f.	48.38	\$570.00	\$26,442.30
8	60" Storm Manholes	v.f.	6.78	\$850.00	\$4,918.00
9	72" Storm Manholes	v.f.	11.87	\$851.00	\$9,931.17
10	Manhole Casting	each	12.0	\$625.00	\$7,500.00
11	24" Yard Drain with Casting	each	3	\$2,400.00	\$7,200.00
12	Pond Outlet Structure	each	1	\$5,000.00	\$5,000.00
13	8" Storm Endwall	each	1	\$450.00	\$450.00
14	16" Storm Endwall with backflow preventer	each	1	\$450.00	\$450.00
15	30" Storm Endwall	each	1	\$825.00	\$825.00
16	2' x 8' Inlets with Castings	each	10	\$2,800.00	\$28,000.00
17	4" Storm laterals	Lf.	2837	\$26.00	\$85,926.00
18	4" Cleanout	each	1	\$1,000.00	\$1,000.00
19	4" Storm Connections	each	58	\$200.00	\$11,800.00
					\$328,329.47
Site Work and Erosion Controls					
1	Tracking Pad	each	1	\$1,800.00	\$1,800.00
2	Silt Fence	Lf.	450	\$2.00	\$900.00
3	Ditch Checks	each	29	\$95.00	\$2,470.00
4	Inlet Protection	each	14	\$85.00	\$1,330.00
5	Swale Construction	Lf.	1,988	\$10.82	\$21,490.66
6	Pond Construction	Ls.	1	\$30,807.22	\$30,807.22
	excavation	c.y.	2,280		
	grading	s.y.	2,307		
	topsoil respread	s.y.	1,160		
7	Seed Fertilizer and Mulch Graded Areas	s.y.	2,829	\$2.40	\$7,030.40
8	Erosion Mat - Class I Type B	s.y.	1,160	\$2.38	\$2,784.80

**Jacobson Prairie
Village of Fox Crossing**

2/3/2025, 5:18 PM

EXHIBIT C

VILLAGE OF FOX CROSSING FINAL ACCEPTANCE CHECKLIST

PRIOR TO THE ACCEPTANCE BY THE VILLAGE OF FOX CROSSING, THE FOLLOWING PROVISIONS SHALL BE MET AND ITEMS PROVIDED TO THE VILLAGE:

1. An on-site meeting and walk-through inspection of the project is required with the utility superintendent and street superintendent and/or their representatives and also representatives from the developer's engineer and the contractors responsible for the installation of said improvements. Inspections of sanitary sewer manholes, water valves, hydrants, storm sewer manholes, inlets, drainage easements, detention basins, street construction and other related items of the development. A punch list of corrective items will be completed. A re-inspection will be required upon completion of the punch list items. A certification letter is required by the developer's engineer indicating installed improvements are in conformance with the Village standard specifications for sanitary sewer, water main, storm sewer and street construction.
2. An itemized listing of all costs and quantities associated with the utility construction including sanitary sewer main, sanitary sewer manholes, water main, valves, hydrants, storm sewer main, storm sewer manholes, inlets, yard drains, laterals, and roadway work including trails and sidewalks. A total footage of each pipe size shall be provided.
3. Lien waivers signed by contractors installing said improvements and accompanying attachments. Lien waivers signed by all suppliers of materials for the project.
4. Certification letter from the developer's engineer stating and certifying all said improvements have been installed and completed in accordance with the approved engineering plans and standard specifications set forth and on file for the Village of Fox Crossing.
5. The final plat and any easements required for utility placement outside of public right-of-way shall be recorded with the Register of Deeds, County Court House and two (2) copies of the recorded documents provided.
6. All applicable IIF (interceptor impact) fees must be paid prior to the authorization of any construction and formal execution of this development agreement by the Village of Fox Crossing. Service availability fee will be payable at the time of connection to the sanitary sewer system based on land use.
7. An electronic copy of the final engineering plans, current release of AutoCAD, to be supplied to the Village Engineer, McMahon, for final record drawings.

All outstanding inspection fees and mapping update fees will be invoiced by the Village to the developer. All current invoices are to be paid in full at the time of acceptance. After acceptance, no meters will be installed if any subsequent invoices remain unpaid

EXHIBIT D

CONSTRUCTION CONTRACT AND WORK SCHEDULE

EXHIBIT E
FORM OF
STANDBY IRREVOCABLE LETTER OF CREDIT NO.

Issue Date: _____, 20____ Beneficiary:
The Village of Fox Crossing, Wisconsin
Amount: \$ _____
Expiration Date: _____, 2026

RE: Name of Development

This Letter of Credit covers Infrastructure Installation, Infrastructure Workmanship and Materials, Street Lighting Installation, Landscaping Installation, Landscaping Maintenance, or Inspection that is performed in accordance with approved Plans and/or the Development Agreement and in accordance with conditions of approval by the Plan Commission.

Letter of Credit Itemized Costs	
Water System	\$
Sanitary System	\$
Storm System	\$
Road System	\$
Street Lighting	\$
Landscaping Installation	\$
Landscaping Maintenance	\$

The Developer shall provide a copy of the Bid(s) to show proof that the value of the Letter of Credit will be sufficient to pay for the work. The Letter of Credit shall equal 120% of the total cost to do the work.

It is the responsibility of the Developer to complete the work covered by this Letter of Credit prior to the Expiration Date. It is also the responsibility of the Developer to notify the Department of Community Development that the work has been completed. The Village has to inspect and approve the work before the Letter of Credit will be allowed to expire. If the work has not been approved by the Village prior to forty-five (45) days before the Expiration Date listed above, the Developer shall notify the Bank that a one year extension of this Letter of Credit needs to occur. The Bank shall notify the Village Clerk and Village Finance Director by certified mail, return receipt requested, that the Expiration Date is being extended for a period of one year to facilitate completion of the work.

With the signature below, the property owner, heirs, successors, assigns agree to allow the Village access to the site to perform the requisite inspections and if the required work is not completed as required by the Development Agreement and approved Plans, the Village shall have the right to contract for the completion of this work using the funds obtained from this Letter of Credit and to enter the premises to perform said work without additional authorization.

The Letter of Credit shall be issued by a bank/financial institution authorized to transact business in the State of Wisconsin

By: _____
Property Owner

Ladies and Gentlemen:

_____ ("Bank") hereby establishes, at the request of and for the account of Corporate Name of Developer ("Borrower") in favor of the Village of Fox Crossing ("Beneficiary") our Irrevocable Letter of Credit No. ____ for the sum or sums not exceeding _____ (US \$_____) ("Credit Amount") available on the date hereof. The Credit Amount is available to Beneficiary against presentation of Beneficiary's draft(s) at sight drawn on Bank at Address of Financial Institution or upon presentation of Beneficiary's draft(s) as delivered by certified mail to Bank at the foregoing address.

Each request drawn under this Letter of Credit must be accompanied by:

- an original executed Sight Draft, in the form attached hereto as Appendix A (the "Sight Draft");
- an original executed certification, in the form of a letter, on beneficiary's letterhead, in the form attached hereto as Appendix B (the "Certification"); and
- this original Letter of Credit, so that the amount of any partial draw upon this Letter of Credit can be marked or reflected thereon, prior to being returned to the beneficiary, or so that this Letter of Credit can be retained and canceled if the entire balance or remaining balance of the Credit Amount is drawn hereunder.

This Letter of Credit shall expire on the earlier to occur of:

- The Expiration Date: This Letter of Credit will terminate thirty-six (36) months from the date of issuance, however the termination will not be effective unless, not less than sixty (60) days prior to the expiration date, written notice is delivered to the Village Clerk and the Village Finance Director of the Village of Fox Crossing via certified mail indicating that this Letter of Credit, pursuant to its terms, will expire. Within said sixty-day period, if the Village determines that Work covered by this Letter of Credit is incomplete or deficient, the Village may inform the Bank that the Letter of Credit must be extended without amendment for a period of one year from the Expiration Date hereof and the Bank shall thereafter comply and provide said extension. If the Expiration Date of this Letter of Credit is not a business day (as defined below), then this Letter of Credit shall expire at Bank's close of business on the first business day (as defined below) thereafter. Beneficiary shall promptly deliver this Letter of Credit to Bank upon expiry.
- the date on which Beneficiary surrenders this Letter of Credit to Bank for cancellation; or
- payment at any time by Bank of the entire balance of the remaining balance of the Credit Amount pursuant to one or more Sight Drafts.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for a period of one year from the Expiration Date hereof, or any future Expiration Date, unless at least sixty (60) days prior to such Expiration Date, the Bank notifies the Village Clerk and the Village Finance Director by certified mail of the election not to extend this Letter of Credit for an additional period.

We hereby engage with the Beneficiary that all drafts under and in strict compliance with the terms of this Letter of Credit will be duly honored by us upon presentation to Bank of the applicable Sight Draft, the Certification and the Letter of Credit as specified above at the aforesaid address during Bank's business hours on any day on which Bank is open for business (a "business day") through the Expiration Date.

The Credit Amount of this Letter of Credit shall be automatically reduced by the amount of any previous payment by Bank pursuant to any Sight Draft hereunder, regardless of whether any such payment is marked or reflected on this Letter of Credit.

This Letter of Credit shall be governed by the International Chamber of Commerce's uniform Customs and Practices for Documentary Credits, 1993 revision, International Chamber of Commerce Publication No. 500.

This Letter of Credit is irrevocable and unconditional. This Letter of Credit sets forth in full the terms of Bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except as attached hereto.

This Letter of Credit is not transferable or assignable, except with the prior written consent of Bank. Please address all correspondence regarding this Letter of Credit to the attention of our Commercial Real Estate Department, mentioning our reference number as it appears above.

Name of Financial Institution

ATTEST

By: _____
Authorized Signature

By: _____
Authorized Signature

APPENDIX A

(Name of Financial Institution)

Irrevocable Letter of Credit No. _____

SIGHT DRAFT

Drawn Under Name Of Financial Institution Irrevocable Letter of Credit No. _____

\$ _____, 20

At sight pay to the order of the Village of Fox Crossing, _____, Wisconsin
the sum of _____Dollars, (\$_____),

THE VILLAGE OF FOX CROSSIING

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TO: Name & Address of Financial Institution

APPENDIX B

(To [Name of Financial Institution](#)) Irrevocable Letter of
Credit No. _____

CERTIFICATION

[Name & Address of Financial Institution](#) Attention: Commercial
Real Estate Department

The Village of Fox Crossing, a Wisconsin corporation hereby certifies as follows:

1. This statement is executed by _____, whose position or title is _____ and who is duly authorized by the corporate authorities of the Village of Fox Crossing to execute this statement on behalf of the said Village.
2. This statement is made and delivered to obtain payment against [Name of Financial Institution](#), Irrevocable Letter of Credit No. _____, dated _____, 20____.
3. That all or a portion of the improvements described in the Development Agreement between the Village and [Corporate Name of Developer](#) have not been completed or paid for on schedule or do not conform to the plans and specifications submitted to the Village of Fox Crossing.
4. That the Village has notified [Corporate Name of Developer](#) of said failure to complete or conform, and said failure has not been corrected.

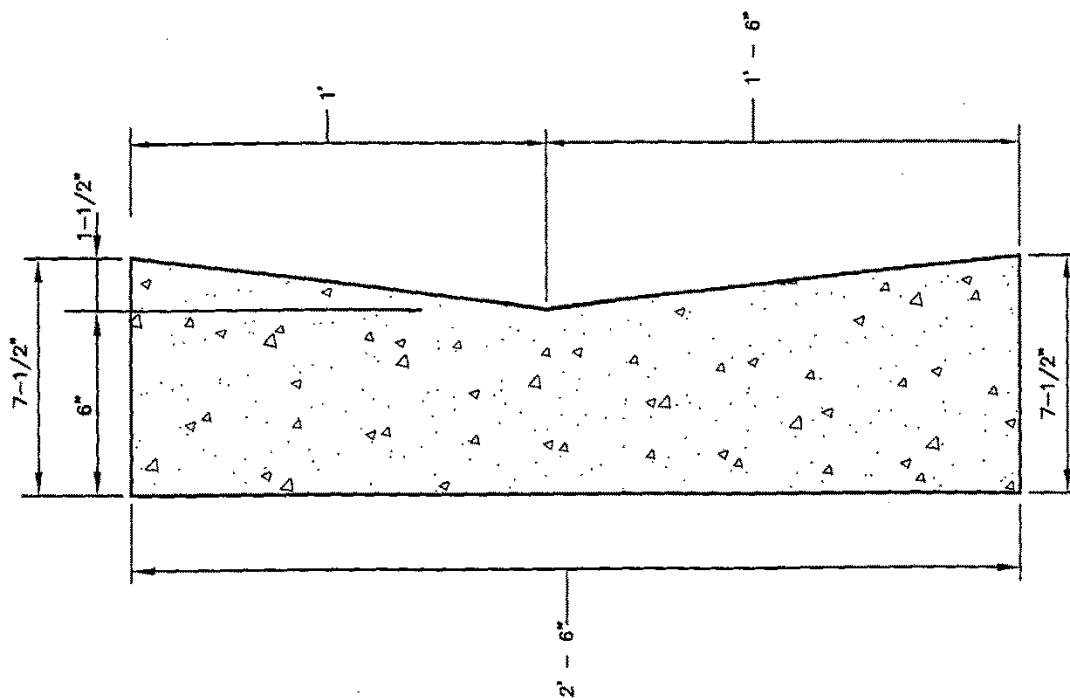
VILLAGE OF FOX CROSSING

By: _____ Village
Finance Director

[End]

06/10/03 2:15 PM

\\VIR-CURB.DWG



30" CURB & GUTTER DETAIL



McMAHON ■ ENGINEERS
■ ARCHITECTS
ASSOCIATES, INC. ■ SCIENTISTS
■ SURVEYORS

1445 McMahon Drive Neenah, WI 54956
Mailing Address:
P.O. Box 1025 Neenah, WI 54957-1025
TEL: 920-751-4200 FAX: 920-751-4284

Project No. M0003-930501.00 Date 06/03
Drawn By CNC Scale NONE

EXHIBIT F

Subdivision Construction Design, Plans, and Plat
Insert here

EXHIBIT G

Listing of Fees, Charges, Escrows and Letter of Credit

The following fees, escrows and changes are required to be paid with the developers agreement:

Administration Fees:	\$ 2,000
Attorney Fees:	\$ 3,500
Escrow per Article III. A. 4.	\$ 1,500 (\$1,200 refundable if all required information is submitted to Village)
Sub Total Fees	<u>\$ 7,000</u>

	Total Cost
Sanitary Sewer	\$16,800
Water Main	\$15,200
Storm Sewer	\$18,400
Roadway	\$13,600
Project Supplies	\$ 1,000
Total Inspection fees	\$65,000

Total Review, Escrow and Inspections Fees: \$72,000

Total Interceptor Impact Fee at \$1,500 per acre for 12.5 acres \$18,750

Street Signs (estimate). \$ 1,500.00

Park Fee in Lieu of Land Dedication at \$1,290.38 per unit \$74,842.04

Total of all fees due with development agreement **\$167,092.04**

The following fees are paid with each building permit issued along with other building permit fees. These fees are the current fees and may change if a building permit is not issued during the current calendar year.

Current Park Impact Fee.

(Multifamily) \$412 (1 bedroom) per unit
\$617 (2 bedroom) per unit
\$823 (3 bedroom or more) per unit
\$823 (Single Family) per unit

Current Park Impact Fee when all permits are issued for 58 single family units at \$823.00 per unit \$47,734.00

Sanitary Sewer Connection Charges \$448/dwelling unit for 58 single family units \$25,984

Fire Impact Fee Charges \$149/lot due upon the issuance of a building permit for 58 single family units \$8,642

RES #251110-2

AMEND VILLAGE OF FOX CROSSING FEE SCHEDULE FOR 2026

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, it is necessary, from time to time, to amend the Fee Schedule to ensure appropriate fees are charged to maintain adequate Village services.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby amends the Village of Fox Crossing Fee Schedule, as attached, effective January 1, 2026.

Adopted this 10th day of November, 2025

Requested by: Chantel M. Jaenke, Village Clerk
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

VILLAGE OF FOX CROSSING FEE SCHEDULE

Code Section	Licenses & Permits	Fee	State Statute
Alcohol			
146-3A	Class “A” Beer, annual or prorated	\$300.00	§125.25
146-3C(1)	Class “B” Beer, annual or prorated	\$100.00*	§125.26(4)
146-3C(2)	Six-Month Class “B” Beer Retailer’s Licenses (one per year)	\$50.00*	§125.26(5)
146-3E	“Class A” Liquor, annual or prorated	\$400.00*	§125.51(2)(d)
146-3F	“Class B” Liquor, annual or prorated	\$500.00*	§125.51(3)(e)
146-3J	Class C Wine, annual or prorated	\$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	\$55.00	§125.04(3)(g)
146-3L	Operator’s License, 2-year or prorated (includes background check)	\$62.00	§125.68(2) §125.32(2)
146-4	Duplicate Operator’s License, if lost or stolen	\$5.00	
146-3M	Provisional Operator’s License (expires in 60 days, one per year)	\$15.00*	§125.17(5)
146-3I	Temporary Operator’s License (valid for 14 days, 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	Change of Agent, successor (Corporation or LLC)	\$10.00*	§125.04(6)(e)
146-10	Transfer License (from place to place within the Village)	\$10.00	
146-13F	Beer Garden Permit, annual	\$150.00	
Amusements			
150-4	Special Event License (includes original inspection) (First 24 hours)	\$150.00	
	Fee for 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, karaoke)	\$150.00	
	Six-month license	\$75.00	
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	\$100.00	
270-3	Massage Therapy/Reflexology Permit, annual	\$200.00	
298-4	Pawnbroker's 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, annual	\$100.00	
317-3	Six-month license	\$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	
Business Licenses (Temporary Merchants)			
179-3	Christmas Tree Lot Permit (issued for 60 days)	\$75.00	
352-6 352-7	Transient Merchant (Seller) (issued for 60 days) (includes background investigation fee)	\$150.00	
352-10	Surety bond required	\$2,000.00	
352-12B	Disclosure requirement; buyer's right to cancel if transaction more than stated amount	\$25.00	\$423.203
Cigarette/Tobacco Products			
182-2	Cigarette/Tobacco Permit	\$100.00*	\$134.65
Community Gardens			
	Community Garden Plot Fee, per season		
	Resident	\$25.00	
	Non-resident	\$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 March 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 for each additional dog/cat in excess of 12	\$5.00	
	Additional late fee, if after March 31	\$10.00	
154-12	Regaining possession of impounded dogs/cats	\$20.00	
Escort Service			
209-6 209-7	Escort, Escort Service License, annual	\$500.00*	
209-11D	Registration Fee to Police Department 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 218-51B	Installation Permits Fee		
	Automatic fire extinguishing systems; fire detection system/fire alarm and related equipment based upon fee per 10,000 square footage of project area, plus plan review fee below	\$50.00/10,000 sq. ft.	
	*** 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	
218-51B	Spraying or dipping	\$75.00	
Fireworks Display			
218-42E	Bond required	\$2,000.00	
218-51D	Fireworks Display Permit Fee	\$25.00	
	Firefighters for apparatus, plus firefighter hourly payroll rate	\$45.00	
Garbage & Recycling			
RES#090608-1	Garbage & Recycling Cart Fees		

	Carts, Additional	\$80.00	
	Additional Cart Annual Fee	\$60.00	
	Cart Cleaning Fee	\$25.00	
	Cart Exchange Fee	\$25.00	
	Overflow Tags, per bag	\$2.00	
Hotels/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) \$77.52(2)
Impact Fees			
412-4	Fire Impact Fees		
	Single Family Residential	\$149.00	
	Multi-Family Residential	\$124.00	
	Non-Residential	\$1.6198 per \$1,000.00	
412-5	Park Facilities Impact Fees		
	Studio/1 bedroom	\$412.00	
	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	\$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 December 31 each year, and effective January 1 of each year per Engineering News Record Construction Cost Index (1.00%) (3.2%)		
	Studio/1 Bedroom	\$645.19	\$665.84
	2 Bedroom Unit	\$967.04	\$997.99
	3 Bedroom/Single Family Unit	\$1,290.38	\$1,331.67
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	\$66.0435(3)(c)1.d
174-4	Camper parking site permit, annual	\$10.00	
Municipal Judge and Court			
26-1D	Municipal Judge, bond filed with Winnebago County Clerk of Courts, Village Clerk, and State Adm. of Courts	\$2,000.00	\$757.02 \$755.03
Park and Rental Facilities			
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	
	Late Reservation Fee – Reservation received five (5) business days or less prior to the reservation date	\$10.00	
	Tent Fee – 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	
	Event Fee – 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 vent, 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		
	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			
	Administrative Fee	5%	
	Interest on delinquent invoices, per annum	18%	
	Returned check/ACH handling charge (example: NSF, Stop Payment, Closed Account, etc.)	\$30.00	
Public Records Requests			
49-11	Sanitary district annexation, street vacation, street or road name changes; Petitioner shall pay all “actual costs incurred”	Recording fee, mail, postage, publishing	
115-6F	Records Requests: location fee for research, per hour (or portion of) after \$50 reached	\$25.00	
	Photocopies, 8 ½ x 11 and 8 ½ x 14 (b & w), per page up to 50 pages	\$0.25	

	Photocopies, 8 ½ x 11 and 8 ½ x 14 (b & w), per page, 51 and over	\$0.20	
	Photocopies, other than 8 ½ x 11 and 8 ½ x 14 and color	Actual Cost	
	Photographs, each 4 x 6	\$0.50	
	Photographs, larger than 4 x 6	Actual Cost	
	Computer disk, each	\$25.00	\$6.36(6)
	Statewide Voter Registration System data file fee,	\$25.00*	
	plus 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	\$500.00 each	
	Tunneled, plowed, or directional bored underground utilities in Right-of-Way	\$0.25/Lineal ft.	
	HDPE plastic conduit, PVE piping, ducts, steel pipe, other approved materials (each)	\$0.25/Lineal ft.	
	New or replacement overhead cabling/wires	\$0.10/Lineal ft.	
	New or replacement underground cabling/wires (no ground disturbance)	\$0.10/Lineal ft.	
	Large cabinets 36" x 60" x 59", large vaults 30" x 48" x 36", control & switching "huts" Transformers or VRAD cabinets	\$200.00 each	
	Smaller cabinets, vaults, pedestals	\$100.00 each	
	New or replacement utility manholes, hand holes, flower pots and monitoring or purging wells	\$50.00 each	
	Ground rods	\$25.00 each	
	Trees (require Village approval to trim or remove a terrace tree)	\$300.00 each plus cost of new tree TBD	
	Marker post/post mounted signs	\$5.00 each	
	New poles (less than 60', including guy wires, small peds, and boxes)	\$25.00 each	
	New poles (60' or more, including guy wires, small peds, and boxes)	\$100.00 each	
	Open cutting/bore pits (hardscape areas)	\$1,000.00 each	
	Open cutting/bore pits (softscape areas)	\$500.00 each	
	Potholing (hardscape areas)	\$50.00 each	
	Potholing (softscape areas)	\$10.00 each	
310-19(a)(b)	Nonemergency After-the-Fact Permit Fee	\$250.00 plus cost of original permit	

337-1B	Culvert Permit fee to install driveway culvert	\$250.00	
	Access Driveway Permit (approving driveway location)	\$75.00	
	Temporary Culvert Permit (60 day maximum)	\$125.00	
337-1C	Culvert security deposit	\$150.00	
337-1C(2)	Ditch line security deposit	\$350.00	
337-1D(4)	Failure to repair improper installation of culvert within 30 days	\$500.00	
337-2B	Extension Permit fee for existing culverts	\$50.00	
337-5	Construction Permit	\$75.00	
	Excavation Permit:		
	Open cutting/bore pits in paved areas	\$750.00	
	Open cutting/bore pits outside paved areas	\$500.00	
	Curb Cut Permit (cutting backside of header \$75.00, replacing curb & gutter section \$150.00)	\$75.00/\$150.00	
	Nonemergency After-the-Fact Permit Fee	\$250.00 plus cost of 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	
337-5H	Cost of removal/installation of signs, guardrails and other appurtenances dep. Within Village right-of-way, deduct from sec.	\$25.00	
337-12C	Street Privilege Permit, for use of roads, alleys, sidewalks, public ways/places for purpose of 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			
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		
	Residential – 1 REU	\$448.00	
	Commercial – Class I	\$1,700.00/acre	
	Commercial – Class II	Commercial Class I Fee plus \$448.00 per REU	
	Industrial	\$2,600.00/acre	
Real Estate Inquiry			
49-10	Real Estate Inquiry Letter	\$40.00	
	Rush processing fee	\$70.00	
	Utility balance only fee	\$10.00	
337-13A(1)	Road construction special assessment taxes levied, paid by owner, equal annual 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 & Construction Site Erosion Control			
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	
	Sites with more than 1 acre of disturbed area (All Development)	\$1,100.00 + add. 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: <i>Fee may be waived by the Director of Community Development</i>	\$1,000.00	
400-27	Post-Construction Storm Water Management: Application Fee		
	Preliminary Plat Drainage Review – Land Division	\$2,700.00 + add. review cost	
	Preliminary Plat Drainage Review – Condominium	\$2,700.00 + add. review cost	
	Preliminary Plat Drainage Review – Minor Land Division (if necessary)	\$500.00 + add. review cost	
	Site Plan Drainage Review	\$500.00 + add. review cost	
	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)		
	Adjusted Dec. 31 each year, and effective Jan. 1 of each year per Engineering News Record Construction Cost Index (1.00%) (3.2%)		
	Church Pond	\$31,335.25	\$32,337.98
	Cold Spring Pond Basin	\$9,850.27	\$10,165.48
	Community First Credit Union Pond Basin	\$16,802.10	\$17,339.77
	Independence Pond Basin	\$5,723.46	\$5,906.61
	Tayco Pond Basin	\$2,296.48	\$2,369.97
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 \$500.00 escrow	
383-28C	Multiple family dwellings & commercial/industrial structures		
	Up to 10,000 square feet	Add \$1,000.00 escrow	
	Over 10,000 square feet, escrow plus fee per 1,000 sq. ft. or fraction thereof	\$10.00 per 1,000 sq. ft.	
383-26B(3)	Early Start Permit (Commercial/Industrial only)	\$200.00	
	Residential/Commercial:		
383-28C	Alterations and remodeling	\$50.00 plus \$1.00 per \$100.00 of value	
	Residential over \$10,000.00 of value	Add \$500.00 escrow	
	Commercial/Industrial over \$10,000.00 of value	Add \$1,000.00 escrow	
383-28C	New manufactured home	\$200.00	

	New one- & two-family dwellings/New manufactured homes	Add \$500.00 escrow	
	Removal of manufactured home	\$150.00	
	Accessory buildings, 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.	
	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**	
	<i>**Actual cost determined by Police Department. If under escrow, difference to be refunded. If costs over, then will be billed to applicant.</i>		
	Plumbing Permit Fees		
383-43C	New installations and additions	\$100.00 + \$0.10 per sq. ft.	
383-43C	Alterations	\$100.00 + \$4.00 per \$1,000.00 of job value	
383-43C	Early Start	\$200.00	
	HVAC Permit Fees		
383-38B	New installs, additions, or alterations, fireplaces, wood burning stoves	\$50.00 + \$1.00 each per \$100.00 of job value	
	Commercial Electrical Permit Fees		

383-33B	New Buildings/Additions	\$100.00 + \$0.10 per sq. ft.	
383-33B	Existing Buildings	\$100.00 + \$4.00 per \$1,000.00 of job value	
383-33B	Minimum Fee	\$100.00	
383-33B	Electrical Service <200 AMP	\$200.00	
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	\$100.00	
383-33B	Failure to Call for Inspection	\$100.00	
	Residential Electrical Permit Fees		
383-33B	New installations, additions, or alterations	\$50.00 + \$1.00 each \$100.00 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	
	Manufactured homes	\$200.00	
	Commercial additions	\$200.00 plus \$0.05 per sq. ft. of bldg. area	

	All other new construction	\$200.00 plus \$0.05 per sq. ft. of bldg. area	
	Signs Permit Fee – Wall Sign	\$150.00	
	Signs Permit Fee – Freestanding Sign	\$200.00	
	Signs Permit Fee – Temporary	\$50.00 plus \$100.00 deposit to be refunded when removed	
	Site plan approval	\$150.00 plus \$3.00 per 1,000 sq. ft. of disturbed area	
	Site plan re-submittal	\$125.00 (does not apply to 1 st 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 Co-location; application process		
	Permit fee; new mobile service; class 1 co-location	\$3,000.00	
	Permit fee; class 2 co-location	\$500.00	
Weights and Measures (Formed with Appleton Health Department – September 1, 2017)			
376-22	Base Licensing Processing Fee (per business location)	\$50.00	
	Firewood Dealer License	\$20.00	
	Device No.		
	101 Computing Scale	\$20.00	
	101A Point of Sale System; Scale/Register	\$20.00	
	102 Pre-Package Scale	\$100.00	
	103A Counter or Bench Scale Up to 30 Lbs.	\$30.00	
	103B Counter or Bench Scale 31 – 1,000 Lbs.	\$40.00	
	103C Counter or Bench Scale 1,001 – 10,000 Lbs.	\$60.00	
	103E Union Beam Scale 150 – 200 Lbs.	\$33.00	
	103F Unequal Arm Beam Scale Up to 30 Lbs.	\$20.00	
	103G Postal Scales	\$11.00	
	103H Dough Scales (with weights)	\$16.00	

	103I	Portion & Low-Capacity Scales	\$11.00	
	103J	Counting Scales	\$20.00	
	103K	Farm Market Scale	\$20.00	
	104	Spring – Hanging Scale Up to 30 Lbs.	\$20.00	
	104A	Hanging Scale 31 Lbs. to 1,000 Lbs.	\$33.00	
	105	Equal Arm Balance – Test Weight Scale	\$20.00	
	106	Cream, Grain & Moisture Test Scales (with weights)	\$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	
	109A	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	
	113A	Tank Scale – Test & Service (Per Hour Rate)	\$53.00	
	113B	Hopper Scale 50 – 2,000 Lbs. Capacity	\$53.00	
	190A	Auto Recycling Machines – Unclassified, 1 Hour	\$53.00	
	190B	Health Scales (Inspection & Test)	\$50.00	
	190C	Baby Scales	\$20.00	
	190D	Belt Conveyor Scale (Per Hour Rate)	\$56.00	
	198	Consult/Product Weight Test (Per Hour Rate)	\$52.00	
	199	Misc. Scales – Test & Service (Per Hour Rate)	\$56.00	
	222	Vehicle Tank Meters – Gas & Fuel Oil	\$55.00	
	222A	Vehicle Tank Meters – Motor Oil	\$55.00	
	222B	Vehicle Tank Meters – Milk and Water	\$55.00	
	230	Blending Pumps – Fixed	\$30.00	
	230A	Blending Pumps – Variable	\$55.00	
	231	Computing Pumps	\$30.00	
	232	Pumps – Penny Wheels	\$30.00	
	233	Limited Range Pumps (1/2 Gallon 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	
	239A	Elec. Oil Disp. Machine (Per Hour Rate)	\$52.00	

	240A	Fabric & Paper Linear Meters	\$15.00	
	240B	Wire, Cordage & Line Meters	\$15.00	
	240C	Rules (YTD Sticks Tapes)	\$3.00	
	240D	(10 Ft. or More) (Per Hour Rate)	\$52.00	
	255	Test Measures (Per Hour Rate)	\$52.00	
	261	Taxi Meters	\$19.00	
	285	Electronic Pill Counter	\$40.00	
	290A	Bulk Plant or Terminal Meters	\$40.00	
	290B	Point of Sale System Scanners (1 – 8 scanners)	\$100.00	
		(9+ scanners)	add \$12.50 each	
	290C	Small Dynamometer	\$19.00	
	290D	Large Dynamometer (Per Hour Rate)	\$56.00	
	295	Timers: Driers, Car Wash, Vacuum, Air	\$10.00	
	450	Reinspection Fee (1 st Visit)	\$58.00	
	450A	Reinspection Fee (2 nd Visit)	\$100.00	
	450B	Reinspection Fee (3 rd Visit)	\$150.00	
	330	Metric (Per Hour Rate)	\$52.00	
	340	Troy Weights (Per Hour Rate)	\$50.00	
	540	Miscellaneous Scales & Measures (Per Hour Rate)	\$52.00	
376-30	590	Late Fee (Per Establishment)	\$60.00	

RES#251110-3

**AMEND VILLAGE OF FOX CROSSING ADDITIONAL COMPENSATION PAY
SCHEDULE**

WHEREAS, Resolution #140630-5:TB approved the Town of Menasha Additional Compensation Pay schedule, and Resolutions #160411-7:TB, #200622-5, #211122-4, #221114-4, #231113-6, and #241111-4 amended the schedule; and

WHEREAS, the Heavy Equipment Operator Pay should be increased \$1.00 per hour from \$1.00 per hour to \$2.00 per hour; and

WHEREAS, the tractor with boom mower (#16) should be added to the list of authorized vehicles that qualify an employee to receive Heavy Equipment Operator Pay when the employee is operating said vehicle; and

WHEREAS, a clarification should be made for how pay is calculated for an exempt employee conducting Out of Class snow plow operations on behalf of the Village; and

WHEREAS, full-time Park employees required to carry a cell phone/pager should be paid one (1) hour of straight pay for each day they serve on standby versus \$20 per day which they currently receive; and

WHEREAS, the Utility Construction Inspection pay should be increased \$0.25 per hour from \$0.25 per hour to \$0.50 per hour; and

WHEREAS, the stipend for Police Lieutenants that have been scheduled to work a patrol officer shift should be increased \$5.00 per hour from \$61.00 per hour to \$66.00 per hour.

NOW, THEREFORE BE IT RESOLVED, by the Village of Fox Crossing Board of Trustees that the amended Fox Crossing Additional Compensation Pay Schedule is hereby approved, as attached, effective January 1, 2026.

Adopted this 10th day of November, 2025

Requested by: Jeremy Searl, Finance Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

ADDITIONAL COMPENSATION PAY SCHEDULE – *Effective January 1, 2026*

Certification Pay:

Water Department employees who are required to maintain DNR certifications for Distribution, Groundwater, and Zeolite Softening will receive an additional \$0.15 per hour for each DNR certification, as long as the certification is active. An employee will begin receiving the certification pay the first pay period after written acknowledgement of that employee's certification from the State of Wisconsin DNR has been processed by the Village of Fox Crossing.

Heavy Equipment Operator Pay:

Employees of the Street and Park and Recreation Departments may receive an additional ~~\$1.00~~ \$2.00 per hour for operating the loader for snow plowing operations only, grader, gradall, sweeper, jetter/vactor, boom truck, leaf vacuum truck and leaf vacuum trailer, excavator, ~~tractor with boom mower (#16)~~, and backhoe. To qualify, the employee must work 50% or more of their shift operating this equipment, and will receive the heavy equipment operator pay for the entire day. In the future, should the Village rent or purchase equipment that may be considered heavy equipment, the piece of equipment can be added to the above list with the approval of the Village Manager and the Village President.

Out of Class Pay:

The custodian can be required to snow plow; however, this is not his/her normal duty. When snow plowing, the custodian will receive an additional \$2.00 per hour, unless he/she has a valid CDL then he/she would receive an additional \$4.00 per hour when snow plowing.

Exempt employees who conduct snow plowing operations and snow plowing duties are not designated within their normal job duties, will receive a stipend of \$36.00 per hour for all hours they work (conducting snow plowing operations) above and beyond their normal work schedule. Paid time off (PTO) is considered hours worked for the Out of Class Pay calculation.

Weekend Shift Commander Pay:

The Fire Department requires a Weekend Shift Commander to fill the Command Position on every weekend (60 hours). A weekend stipend will be eligible for any Paid-On-Call or Part-time Officer assigned this position at the amount of \$350 per weekend. Any additional holidays hours associated with the weekend will be included as part of the weekend stipend, without additional compensation. This stipend is in addition to the Lieutenant or Captain hourly wage received for responses to calls.

Holiday Shift Commander Pay:

The Fire Department requires a Holiday Shift Commander to fill the Command Position on every Village holiday (shift schedule set by the Fire Chief). A holiday stipend will be eligible for any Paid-On-Call or Part-time Officer assigned this position at the amount of \$175 per holiday. This stipend is in addition to the Lieutenant or Captain hourly wage received for responses to calls. The Village approved holidays (or holidays observed) are as follows:

New Year's Day
Memorial Day
July 4th

Labor Day
Thanksgiving Day
Day after Thanksgiving

Christmas Eve Day
Christmas Day
New Year's Eve Day

Standby Pay:

Full-time Fox Crossing Utilities employees, who are required to be on standby for a full week via a cell phone, shall receive an additional seven (7) hours of straight pay per week, in addition to compensation received for actual hours worked and call-in pay.

Full-time Park employees required to carry a cell phone/pager will be paid ~~\$20 per day~~ one (1) hour of **straight pay** for each day they serve on standby, in addition to compensation for actual hours worked and call-in pay, if applicable. Part-time and seasonal park employees required to carry a cell phone/pager will be paid \$15 per day for each day they serve on standby, in addition to compensation for actual hours worked and call-in pay, if applicable.

Call-In Pay:

Full-time non-exempt employees called in to work hours outside of his/her scheduled work day, shall receive two (2) hours of straight pay, in addition to pay for the actual hours served. An employee's schedule for the following day can be modified by 4:30 p.m., without requiring call-in pay.

Utility Construction Inspection:

Any employee inspecting new utility construction will receive an additional ~~\$0.25~~ **\$0.50** per hour, for the hours worked in this capacity.

Police Lieutenant Additional Compensation

Police Lieutenants may cover a patrol shift for scheduled vacancies in order to reduce the need to force in officers. When serving as a patrol officer, the Lieutenant shall be compensated at a stipend rate of ~~\$61.00~~ **\$66.00** per hour.

MINIMUM PAY STANDARDS

Fire Department:

Paid-on-Call Fire Fighters are paid a minimum hourly amount of one (1) hour per fire call and a minimum hourly amount of one (1) hour per EMS call.

Police Department:

Crossing Guards are paid a minimum of one (1) hour in the morning and one (1) hour in the afternoon, when they work.

RES#251110-4

AMEND VILLAGE OF FOX CROSSING PAID-ON-CALL FIREFIGHTER PAY PLAN

WHEREAS, Resolution #100222-1:CLOSED approved the Town of Menasha (Village of Fox Crossing) Paid-on-Call Firefighter Pay Plan, which was updated through the Budget process in 2014 and 2018, and through Resolutions #221114-5, #231113-7, and #241111-5; and

WHEREAS, Fire Chief Todd Sweeney requests an increase of \$0.25 per hour on January 1, 2026 to the Paid-on-Call Firefighter Pay Plan, as follows:

Beginning January 1, 2026

		YEARS OF SERVICE			
	GRADE	0-3	4-5	6-10	10+
POSITION	STEP	1	2	3	4
Fire Fighter	1	\$15.50	\$16.50	\$17.50	\$18.50
Driver	2	\$16.50	\$17.50	\$18.50	\$19.50
Lieutenant	3	\$19.00	\$20.00	\$21.00	\$22.00
Captain	4	\$20.00	\$21.00	\$22.00	\$23.00

NOW, THEREFORE BE IT RESOLVED, by the Village of Fox Crossing Board of Trustees that the Fox Crossing Paid-on-Call Firefighter Pay Plan is hereby amended, as listed above, effective January 1, 2026.

Adopted this 10th day of November, 2025

Requested by: Todd Sweeney, Fire Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #251110-5

AMEND COMMITMENT AND ASSIGNMENT OF FUND BALANCES

WHEREAS, in 2011, in order to comply with Governmental Accounting Standards Board (GASB) Statement No. 54, the Town of Menasha Board of Supervisors authorized and committed various segregated funds to ensure the funds were separated from the General Fund, and that said funds were utilized for designated purposes (RES #111212-6); and

WHEREAS, since that time, the Town of Menasha/Village of Fox Crossing has updated the list of committed and assigned fund balances via resolutions RES #120123-1, RES #120910-3, RES #150601-2:TB, RES #240923-3, and ordinance amendment ORD #230626-1; and

WHEREAS, Finance Director Jeremy Searl and Village Manager Jeffrey Sturgell propose amending and restating the approved list of Commitment and Assignment of Fund Balances, as follows (amendment identified in red):

SECTION I. RESTATEMENT OF SEGREGATED FUNDS

Park and Open Space Fund. Committed for the acquisition and development of new parks, recreation, and other open space areas, as approved by the Village Board. This fund is established in accordance with Village ordinance Chapter §419-12(C). These funds are generally collected from developers through the Land Division process.

Park Equipment and Training Fund. Committed for the purchase of equipment for the Parks & Recreation Department, or specialized training or training materials for Parks & Recreation Department employees, as approved by the Village Manager. These funds are generally collected through donations to the Parks & Recreation Department.

Park Facilities Impact Fee Fund. Committed for capital costs associated with the projects specified in the Public Facilities Needs Assessment prepared by the Economics and Planning Division of Ruekert & Mielke, Inc. in September 2008. These impact fees shall be collected until the capital costs associated with the projects specified in the Public Facilities Needs Assessment have been incurred and satisfied ("satisfied" includes the full repayment of any debt of the Village related to the projects). This fund is established in accordance with Village ordinance Chapter §412-6. These funds are collected from developers through the Land Division process.

Boat Trailer Parking Fee Fund. Committed to offset expenditures related to the improvements and maintenance of the Fritse Park Marina and motor boat launch. This fund is established in accordance with Village ordinance Chapter §294-4(E). These funds are generally collected through parking fees charged to boat trailers utilizing the Fritse Park parking lot.

Park Quiet Water Fund. Committed to offset expenditures related to the improvements of non-motorized water activities (kayak launch, kayak rental facility infrastructure, etc.). These funds are generally collected through the kayak rental program.

Friends of the Park Fund. Committed for improvements throughout the Village of Fox Crossing parks and trails, such as benches, trees, and shade stations. These funds are generally donations for the purchase of memorials to place in the parks and along trails.

Disc Golf Fund. Committed for the long-term maintenance and improvement of the O'Hauser Disc Golf Course. This fund is established in accordance with Village ordinance Chapter §294-5(E). These funds are generally collected through green fees from disc golf players utilizing the O'Hauser Disc Golf Course.

Round Up Program Fund. Committed for the ability to provide financial assistance to those who otherwise would not be able to afford to participate in recreation programs, as approved by the Park Commission. These funds are generally collected through donations from other recreation program users (people sign up for a recreation program and then “round up” their program cost to donate to the Round Up program).

Tree Planting Fund. Committed for public tree plantings and urban forestry maintenance, as approved by the Park Commission. As a note, funds from the former Street Trees Fund were transferred into the Tree Planting Fund in 2023 when the Village Board repealed Village ordinance Chapter §419-10(B)(14), regarding Land Division requirements for Street Trees (#230626-1:ORD). These funds are generally collected through donations to the Parks & Recreation Department.

Woodland Prairie Park Fund. Committed for the purposes of funding future planning, improvements, and development of Woodland Prairie Park. These funds are generally collected through cell tower rental payments from SBA Towers VI, LLC, in accordance with Resolution #150601-2:TB. Fifty percent (50%) of revenues collected from the cell tower located on the northern end of Woodland Prairie Park are committed to the fund.

Public Protection Fund. Committed for the use of the Village of Fox Crossing Police and Fire Departments, but may be applied to either Department on any occasion as desired by the Village Board. No rule of equality with regard to the Police and Fire Departments shall apply. Any expenditure made for the Police and Fire Departments shall be of the nature of a capital expenditure or repairs or upkeep to capital investment property having previously been made by the Police or Fire Department. In no event shall any of the funds collected be used for current operating expenses of either the Fire Department or the Police Department or of any other department of government of the Village of Fox Crossing. This fund is established in accordance with Village ordinance Chapter §383-29(B). These funds are generally collected through the Building Permit process.

Police National Night Out Fund. Committed for education, equipment, services and supplies for the Village of Fox Crossing National Night Out rally annual event, or other police community events. These funds are generally collected through donations, and food sales from prior events.

Police Department Community Relations Fund. Committed for the purchase of items to promote public safety and good relations between the Police Department and the public; to include, but not limited to, Milwaukee Brewer and Green Bay Packers trading cards and the purchase of DVD's for the “Good Drugs Gone Bad” Program.

Police Department Equitable Sharing Fund. Committed for expenses as allowed by the Federal Seizure Sharing Program, such as informant and ‘buy money’, training, communications and computers, firearms and other weapons, body armor, surveillance equipment, drug education programs and building improvements.

Police Department K-9 Fund. Committed for the implementation of a Village K-9 program, to include the start-up and maintenance of the program through at least the lifetime of the first

trained canine. These funds are generally collected through donations and revenues generated from stuffed K-9 dog toy sales.

Police Department Equipment and Training Fund. Committed for the purchase of equipment for the Police Department, or specialized training or training materials for Police Officers, as approved by the Village Manager. These funds are generally collected through donations to the Police Department.

Fire Department Community Relations Fund. Committed for the purchase of items to promote public safety and good relations between the Fire Department and the public; to include, but not limited to, smoke detectors, carbon monoxide alarms, and items distributed to children such as stickers, badges, and “goodie bags”. Also committed for supporting Fire Department community events such as Fire Department Safety Day, Firefighters in the Park, or other public community events.

Fire Department Equipment and Training Fund. Committed for the purchase of equipment for the Fire Department, or specialized training or training materials for firefighters, as approved by the Village Manager. These funds are generally collected through donations to the Fire Department.

Funding Assistance Program-EMS/Firefighter (FAP EMS/FF)—Equipment. Committed for the purchase of ambulance service vehicles or vehicle equipment, emergency medical service supplies or equipment. Up to fifteen percent (15%) of the total revenues collected in the fund can be utilized for nondurable or disposable medical supplies or equipment and medications. This fund is established in accordance with Wisconsin Statute §256.12(4). These funds are generally collected through the Emergency Medical Services Funding Assistance Program (FAP) Grant (for Equipment). Items authorized to be purchased with the funds can be found in the Wisconsin Department of Health Services Funding Assistance Program (FAP) Purchasing Guide.

Funding Assistance Program-EMS/Firefighter (FAP EMS/FF)—Training. Committed for the purchase of training and/or the administration of the examination required for licensure and renewal of licensure as an emergency medical technician or for certification and renewal of certification as an emergency medical responder. This fund is established in accordance with Wisconsin Statute §256.12(5). These funds are generally collected through the Emergency Medical Services Funding Assistance Program (FAP) Grant (for Training and Examination). Authorized uses of the fund can be found in the Wisconsin Department of Health Services Funding Assistance Program (FAP) Purchasing Guide.

Directional Signage Fund. Committed for purchase and maintenance of Village of Fox Crossing directional signage. These funds are generally collected through donations from businesses to improve wayfinding signs in the Village.

Sustainability Fund. Committed for education, equipment, services and supplies for the Village of Fox Crossing’s sustainability initiatives such as a local Farmer’s Market, Electronic Recycling Events, and the operation of the Community Gardens, as approved by the Village Sustainability Committee and Village Manager. These funds are generally collected through donations, rental revenues from Community Garden plots, and some fund transfers from the General Fund.

Citizen Academy Fund. Committed for the offset of expenses of the Citizen Government Academy, such as t-shirts and certificates for the attendees. These funds are generally collected through revenues from prior Citizen Academy program fees.

Santa Float Fund. Committed for the purchase of expenses associated with the annual Santa Float event, such as candy and decorations. These funds are generally collected through donations and some fund transfers from the General Fund.

Special Events Fund. Committed for Village of Fox Crossing events, as approved by the Village of Fox Crossing Board of Trustees. These funds are generally collected through donations, revenues from food sales from previous special events, and some fund transfers from the General Fund.

Room Tax Fund. Committed for general tourism support and development in the Fox Cities Tourism Zone in accordance with the requirements of the Room Tax Act (the "municipal room tax"). This fund is established in accordance with Village ordinance Chapter §49-13(A)(4). These funds are collected through the imposition of a room tax through the Room Tax Act.

SECTION II. OTHER SEGREGATED FUNDS

Garbage & Recycling Fund. Committed for the Village management and operations of garbage, rubbish, recyclable material, yard waste, and all other discarded or salvageable solid materials. This fund is established in accordance with Village ordinance Chapter 372-10(A). These funds are revenues collected from the Garbage & Recycling Fee placed on participating properties' tax bill.

Per Capita Grant Fund. Committed for uses as approved by Winnebago County's per capita grant program, such as costs related to business and industrial retention and expansion. These funds are grant funds received from Winnebago County.

Capital Projects Equipment Replacement Fund (ERF). Committed for replacement of Village equipment and vehicles, as approved by the Fox Crossing Board of Trustees, through the budget process. This fund is established in accordance with Village ordinance Chapter §49-6(G)(1).

SECTION III. TAX INCREMENT DISTRICT (TID) FUNDS

TID Special Revenue Funds (SRFs). Committed for the Village management and operations of tax incremental financing districts created in accordance with Wisconsin §66.1106. The Finance Director shall create a Special Revenue Fund (SRF) for each TID to account for all associated revenues and expenditures not listed below. The TID SRF shall serve as the fund to track operations for each TID. TID SRF activity will be approved by the Fox Crossing Board of Trustees through the budget process.

TID Capital Project Funds (CPF). Committed for tracking TID costs in the event the Village incurs infrastructure or other capital costs normally accounted for in the Capital Projects Fund (CPF). In these instances, the Finance Director shall create a TID CPF to account for the TID project related costs. The TID CPF shall be closed upon completion of the project. TID CPF activity will be approved by the Fox Crossing Board of Trustees through the budget process.

TID Debt Service Funds (DSFs). Committed for tracking external financing such as bonds, notes, or bank loans if such methods are utilized to finance costs associated with a TID Capital

Project. The Finance Director shall create a TID Debt Service Fund (DSF) to record the debt related payments and associated increment or transfers to finance the debt payments. When the debt has been fully repaid, the TID DSF shall be closed. TID DSF activity will be approved by the Fox Crossing Board of Trustees through the budget process.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the amended and restated Commitment and Assignment of Fund Balances list as stated above.

Adopted this 10th day of November, 2025

Requested by: Jeremy Searl, Director of Finance

Submitted by: Dale Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #251110-6

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NEENAH AND VILLAGE OF FOX CROSSING REGARDING THE TRAFFIC SIGNALS AT THE INTERSECTION LOCATED AT LARSEN ROAD AND ROCKET WAY

WHEREAS, the Town of Neenah and the Village of Fox Crossing jointly share jurisdiction over the intersection located at Larsen Road and Rocket Way; and

WHEREAS, as part of the 2025 reconstruction of Larsen Road, the Town installed permanent signal lights at the intersection; and

WHEREAS, the Town served as lead agency in the installation of the permanent signal lights, including preparing engineering plans, specifications, contract documents, procurement, bidding, and overseeing installation; and

WHEREAS, the parties now wish to confirm the ongoing responsibilities related to the permanent signal lights by entering into this agreement, with the Village assuming operation, ownership, and maintenance responsibilities of the permanent signal lights located at the intersection of Larsen Road and Rocket Way, in accordance with the attached agreement.

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing hereby approves the Intergovernmental Agreement between the Town of Neenah and Village of Fox Crossing Regarding the Traffic Signals at the Intersection Located at Larsen Road and Rocket Way, as attached.

Adopted this 11th day of November, 2025

Requested by: Jeffrey Sturgell, Village Manager

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

**Intergovernmental Agreement Between the Town of
Neenah and Village of Fox Crossing Regarding the
Traffic Signals at the Intersection Located at
Larsen Road and Rocket Way**

This Agreement ("Agreement") is being entered into between the Town of Neenah, a Wisconsin Town located in Winnebago County, State of Wisconsin, hereafter referred to as "Town," and the Village of Fox Crossing, a Wisconsin Municipal Corporation located in Winnebago County and Outagamie County, State of Wisconsin, hereafter referred to as "Village" pursuant to Wis. Stat. § 66.0301. The purpose of this Agreement is for the Village to assume ownership of traffic signals located at the intersection of Larsen Road and Rocket Way.

RECITALS

WHEREAS, the Town and Village jointly share jurisdiction over the intersection located at Larsen Road and Rocket Way (the "Intersection"); and

WHEREAS, as part of the 2025 reconstruction of Larsen Road, the Town installed permanent signal lights at the Intersection; and

WHEREAS, the Town served as lead agency in the installation of the permanent signal lights, including preparing engineering plans, specifications, contract documents, procurement, bidding, and overseeing installation; and

WHEREAS, the parties now wish to confirm the ongoing responsibilities related to the permanent signal lights by entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Authority. This Agreement is entered into pursuant to Wis. Stat. § 66.0301(2) and shall be liberally construed in favor of intergovernmental cooperation between the parties.
2. Effective Date. The "Effective Date" for purposes of this Agreement shall be the date of the final Party's execution.
3. Operation, Ownership & Maintenance Responsibilities. Upon completion of the Larsen Road reconstruction project and the installation of the permanent signal lights, the Village shall assume ownership and all responsibility for the signal lights. The Village's responsibilities shall include the following:
 - A. Operation. Signal timing, synchronization, signal programming, and emergency preemption control for fire/EMS.
 - B. Utilities. Payment of all electrical power and utility costs for signal operation.
 - C. Routine Maintenance. Scheduled preventive tasks such as cabinet inspection, cleaning signal heads, and detector testing.

- D. Emergency Maintenance. Response to signal malfunctions, power outages, and equipment damage, with agreed response times (e.g. within 2 hours for outages).
 - E. Repair / Replacement. Replacement of major components (controller units, poles, detection systems) as needed due to damage or end-of-life, subject to notice to the Town.
4. Indemnification. Following the transfer of responsibility for the permanent signal lights to the Village, the Village shall defend, indemnify, and hold harmless the Town and all of its officers, employees, agents, and insurers from and against any and all claims, losses, and damages of any kind, including reasonable attorneys fees, arising out of the presence or operation (or non-operation) of the permanent signal lights. These obligations shall not apply to the extent of the Town's fault or negligence.
5. Miscellaneous Provisions.
- A. Provision of Fixed Asset Information. On or about the Effective Date, the Town shall provide fixed asset detail to the Village for accounting, insurance and record-keeping purposes. Town staff and Village staff shall work together as reasonably necessary to ensure that the correct information is provided and received.
 - B. Amendments. This Agreement may be amended only by written agreement of both parties.
 - C. Enforceability & Compliance. This Agreement is valid under § 66.0301(2). Its enforceability shall not be impaired by changes in statute, government form, or officials. It shall bind each party's officials, agents, employees, and successors.
 - D. Entire Agreement. This document constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes prior policies or agreements.
 - E. No Waiver. A party's failure to enforce any provision of this Agreement shall not waive future enforcement. Waivers or modifications must be in writing and signed by the affected party. No provision of this Agreement shall be construed to waive statutory immunities or defenses provided under Wisconsin law, including limits under Chapter 893.
6. Term & Termination. This Agreement shall take effect on the Effective Date and remain in force indefinitely, unless terminated by mutual written agreement.

Signatures on the next page

Dated this _____ of _____, 2025

VILLAGE OF FOX CROSSING

By: _____
Dale A. Youngquist, Village President

Attest: _____
Chantel Jaenke
Village Clerk

Dated this 5th of Nov, 2025

TOWN OF NEENAH

By: Robert E. Schmeichel
Robert E. Schmeichel, Town Chairperson

Attest: Ellen Skerke
Ellen Skerke
Town Administrator-Clerk-Treasurer

RES #251110-7

**READOPT VILLAGE OF FOX CROSSING PUBLIC RECORDS POLICY TO COMPLY
WITH CHAPTER 19.34 OF THE WISCONSIN STATUTES**

WHEREAS, in accordance with Wisconsin Statute 19.34, each authority shall adopt, prominently display and make available for inspection and copying at its offices, for the guidance of the public, a notice with established times and places whereby the public may obtain information and access to Village records, make requests for records, or obtain copies of records, and the costs thereof; and

WHEREAS, a Public Records Policy was adopted by the Town Board of Supervisors on January 10, 1983; and

WHEREAS, the Public Records Policy requires review by the Village Board every three (3) years, unless substantial changes have been made; and

WHEREAS, the Policy was last amended at a Village Board meeting on November 14, 2022; and

WHEREAS, the Village Clerk is recommending that the Village Board readopt the attached Village of Fox Crossing Public Records Policy.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees shall approve the attached Public Records Policy.

BE IT FURTHER RESOLVED that a copy of the Public Records Policy shall be permanently posted on the bulletin board in the front lobby of the Fox Crossing Municipal Complex, 2000 Municipal Drive, Neenah, Wisconsin.

Adopted this 10th day of November, 2025.

Requested by: Chantel M. Jaenke, Village Clerk
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

PUBLIC RECORDS POLICY

This policy complies with Wis. Stat. §19.34 of the Wisconsin Statutes; its purpose is to provide the public with a procedure to access public records of the Village of Fox Crossing.

PUBLIC RECORDS REQUEST FORM

The Village of Fox Crossing is subject to the requirements of the Wisconsin Open Records Law. The Public Records Request Form provided is for the requester's convenience and to assist in obtaining the most accurate information possible, although the request is not required to be in writing and may be oral. The form outlines the hours records may be released and costs for providing records. Visual inspections of public records during normal business hours are at no expense, though an appointment may be deemed necessary by contacting the Village Clerk's Office.

Village of Fox Crossing-WI (Prev. Town of Menasha), incorporated and became a Village on April 20, 2016, located in both Winnebago and Outagamie Counties, is a local form of government comprised of a seven-member Village Board of Trustees and other boards, commissions, and committees. The Village provides the general public with services, including internal controls and financial accountability to the public, valuation and assessments, municipal court services, development and maintenance of village parks, engineering and maintenance of village roads, economic development, planning, zoning and permitting, storm water control, water and wastewater maintenance, and serves its citizens with fire and police emergency services.

The Village Clerk is responsible for maintaining legal and other records as the designated custodian for public records, although records may also be kept in other departments. Members of the public may obtain access to public records, or obtain copies of records by making a request to the Village Clerk for review and distribution during regular business hours: Monday through Friday between 8:00 a.m. and 4:30 p.m. at the Fox Crossing Municipal Complex, 2000 Municipal Drive, Neenah.

Procedures for Release of Public Records

After the receipt of any written request for public records is received, the legal custodian will attempt to make such records available as soon thereafter as practical; in any event, every request should be responded to within five (5) working days. If a public record cannot be made available within five (5) working days, the legal custodian will inform the requestor when the record can be made available. If a request is denied, it will be denied in writing.

Most of the Village's records are readily available and can be located in a relatively short period of time. However, records not readily accessible, such as archived on the Village's computer or stored off-site, which require research to locate, shall be assessed a location fee. Location fees shall not be payable until a minimum of \$50.00 has accumulated (Wis. Stat. §19.35(3)(c)); however, after \$50.00, using an hourly employee rate of \$25.00 per hour, or any portion of an hour, the fees will be charged. When it appears that the cost for locating a record exceeds \$50.00, the legal custodian will seek prior approval of the requestor before proceeding, but will not be required to provide an estimate of the total anticipated costs for locating the record(s). The legal custodian is not required to create a new record by extracting information from existing records and compiling the information into a new format, but will provide the record in its existing state.

Requests exceeding \$5.00 must be paid in advance.

The Village shall collect from the requester costs for standard size copies at \$0.25 cents (first 50 copies), and \$0.20 cents (over 50 copies). Copies other than 8-1/2 x 11 and 8-1/2 x 14 are their actual cost. The

cost of a computer disc/USB drive is \$25.00. Said costs have been calculated not to exceed the actual, necessary and direct cost of reproduction. Actual costs will be charged for other media. The fee for State Voter Registration Lists is \$25.00, plus \$5.00 per 1,000 names on the report; these fees have been established by the State, and adopted into record. The actual cost for postage, courier or delivery services will also apply, if applicable.

The following department heads are legal custodians of Village records for their respective departments in accordance with the public records law. All departments are located at the Fox Crossing Municipal Complex, unless otherwise noted.

CLERK'S OFFICE

Village Clerk or Deputy Clerk, 920-720-7103

The Village Clerk is the custodian of all records of the Village pertaining to Village Board of Trustees' matters, liquor licensing, elections, Village meetings/recordings, legal agreements, claims, and other legal records required by law to be maintained and kept by the Clerk. Any person may contact the Village Clerk or Deputy Clerk to schedule an appointment to view records.

ADMINISTRATION OFFICE

Village Manager or Deputy Clerk, 920-720-7101

The Village Manager is the chief administrative officer of the Village, responsible for the proper administration of the day-to-day business and affairs of the Village. The Village Manager acts as a liaison to staff, residents, businesses, other government agencies, and the Village Board of Trustees. The administrative office assists in development, creation and implementation of policies, goals, and objectives for the Village Board of Trustees. The Village Manager is custodian of all personnel records. For assistance, contact the Deputy Clerk to make an appointment.

ASSESSOR

Accurate Appraisal, 1428 Midway Road, Menasha, 920-749-8098

The Village's Assessor maintains custody of all property data. The Assessor is responsible for valuation of all real and personal property located within the Village for property tax purposes. You may call the Assessor to discuss your property, or make an appointment to meet with an Assessor at Accurate Appraisal about your property assessments.

COMMUNITY DEVELOPMENT DEPARTMENT

PLANNING AND ZONING DIVISION

Community Development Director or Associate Planner, 920-720-7105

The Community Development Department is custodian of records pertaining to subdivisions, planning, zoning, conditional uses, variances, permitting and inspecting, GIS (geographic information systems), site plan review and enforcement, Storm Water Utility administration, and economic development initiatives. In the absence of the Director, the Associate Planner is available, or you may make an appointment.

INSPECTION DIVISION

Building Inspector or Assistant Building Inspector, 920-720-7104

The Building Inspector performs inspections and issues building permits. The Building Inspector may be out of the office throughout the day inspecting properties; however, the Assistant Building Inspector is available, or you may make an appointment.

FINANCE DEPARTMENT

Director of Finance/Treasurer or Deputy Finance Director, 920-720-7106

The Director of Finance/Treasurer is responsible for and maintains custody of all records pertaining to payroll, the Village budget, accounts receivable and payable, special projects, and special assessments, e.g., garbage collection, property tax bills, escrows, utility billing and payments, bank statements, investments, and daily cash records. The Deputy Finance Director is available, or you may make an appointment.

FIRE DEPARTMENT

Fire Chief -- FIRE STATION 40: 1326 Cold Spring Road, Neenah 920-720-7125

Assistant Fire Chief -- FIRE STATION 41: 1000 Valley Road, Menasha 920-720-7126

The Fire Chief and Assistant Fire Chief, or their designees, are responsible for the administration of the Fox Crossing Fire Department, and custodians of all records pertaining to fire activities. The Administrative Assistant at Station #40 is available, or you may make an appointment.

MUNICIPAL COURT

Municipal Judge or Municipal Court Manager, 920-720-7107

The Municipal Judge holds evening hours only, and is custodian of all records pertaining to traffic and non-traffic ordinance violations, forfeitures, and fines. Court is held at the Fox Crossing Municipal Complex in the Arden Tews Assembly Room, typically the first three Thursdays of each month. At times, some dates may be rescheduled. The Court Manager is available, or you may make an appointment.

PARKS AND RECREATION DEPARTMENT

Director of Parks and Recreation or Park Foreman, 920-720-7108

The Director of Parks and Recreation is custodian of all records, and responsible for developing and maintaining Village parks and trails, park rentals, recreational programs and activities, and Community Center operations. The Director is out of the office at various times throughout the day; however, the Park Administrative Assistant is available, or you may make an appointment.

POLICE DEPARTMENT

Chief of Police or Police Captain, 920-720-7109

The Chief of Police or his designee is responsible for the administration of the Fox Crossing Police Department and custodian of all records pertaining to police activities. Contact the Records Clerk for accident and incident reports, and other police-related records. You may call directly at 920-720-7120 to make an appointment.

STREET DEPARTMENT

Director of Public Works or Street Superintendent, 920-720-7110

The Street Superintendent is the custodian of all records, and responsible for the engineering and maintenance of Village roads, Street Department vehicles and equipment including maintenance, excavation and culvert permits, ditch enclosure maintenance, and general work orders. The Street Superintendent works out in the field throughout most of the day; however, the Assistant Street Superintendent is available most times. Otherwise, the Street Administrative Assistant is available, or you may make an appointment.

UTILITY OFFICE

Director of Public Works or Utility Superintendent--2340 American Drive, Neenah, 920-720-7175

The Utility Superintendent is custodian of all records pertaining to the operation, maintenance and construction of the water systems and responsible for compliance with Department of Natural Resources and Public Service Commission requirements. The Superintendent is also responsible for the operation, construction, maintenance and repair of the sewage collection system and eight lift stations, the Grease Trap Cleaning Program, Industrial Surcharge Program, and Safety Program. The Administrative Assistant is available, or you may make an appointment.

VILLAGE BOARD OF TRUSTEES

The **Village Board** is comprised of an elected President and six elected Trustees who serve the Village at-large. Board members do not hold regular daytime office hours. If you need to contact any of the Board members, you may inquire with the Village Clerk's office, or visit the website for any Board member's direct contact information at <http://www.foxcrossingwi.gov/group/village-board/>.

Village Board meetings are typically held the second and fourth Monday of each month beginning at 6:00 p.m., except holidays when some dates may change. At times, special Board meetings may be held prior to regular Board meetings. (Check the website *Calendar* to confirm dates/times).

The Village Clerk is the custodian of all records of the Village Board. However, each board member is custodian of records pertaining to Village business, personally generated outside of the Fox Crossing Municipal Complex, in writing and electronic, including e-mails, telephone calls, texts, and other records; whether known or unknown to the Clerk or Village staff.

Any information given orally, or in writing by Village officials, may be subject to errors or omission and shall not be a binding liability upon the Village of Fox Crossing. In accordance with Chapter 19 of the Wisconsin Statutes, each person (requester) is entitled to examine public records of any office of the Village of Fox Crossing.

The Village Board of Trustees shall review this policy every three (3) years, unless substantial changes to the public records law require immediate attention. The Village Clerk shall be authorized by the Village Board to amend the policy occasionally, to update names and offices or other data that will not dramatically change the intent or purpose.

Last updated: November 10, 2025

RES #251110-8

APPROVE 2026 VILLAGE BOARD MEETING CALENDAR

WHEREAS, the Village of Fox Crossing Board of Trustees desires to set the dates and times for the 2026 Village meetings; and

WHEREAS, the meeting dates for regularly scheduled Village Board meetings are determined by majority vote of the Village Board in accordance with Fox Crossing Ordinance Chapter §5-2(A) Regular Meetings.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves and establishes the 2026 regular Village Board meeting calendar, as attached.

Dated this 10th day of November, 2025

Requested by: Chantel M. Jaenke, Village Clerk

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

VILLAGE OF FOX CROSSING 2026 CALENDAR

January						
S	M	T	W	T	F	S
				HOL	2	3
4	5	6	•7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	•4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	•4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			•1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	•6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	HOL	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	•3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			•1	2	HOL	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	•5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	•2	3	4	5
6	HOL	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	•7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	•4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	HOL	HOL	28
29	30					

December						
S	M	T	W	T	F	S
		1	•2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	HOL	HOL	26
27	28	29	30	HOL		

VILLAGE BOARD 6:00PM
ELECTION DAY
PAYDAY

SUSTAINABILITY COMMITTEE 5:15PM
PLANNING COMMISSION 5:15PM
HOL=VILLAGE HOLIDAYS

PARK COMMISSION 6:00PM
ZONING BOARD OF APPEALS 5:30PM
 Meets as needed first Wednesday of Month

ORD #251027-1:ORD *Second Reading & Adoption*

**AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §435 ZONING
ORDINANCE – REZONE LOT 154 IN WINDING CREEK ESTATES (PARCEL
#1216272) FROM R-2 SUBURBAN LOW DENSITY DISTRICT TO PLANNED
DEVELOPMENT DISTRICT**

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

Part I. Chapter §435, Zoning Ordinance, and the Zoning Map made a part thereof, is hereby amended by rezoning Lot 154 in the Winding Creek Estates Subdivision (Parcel #1216272) from R-2 Suburban Low Density District to Planned Development District as shown in Attachment 1.

Part II. Approval of the Planned Development District (PDD) includes the following:

1. Front setback is reduced from 30 feet to 25 feet.

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

Part IV. Effective Date. This ordinance shall take effect and be in full force from and after its passage and publication or posting according to law.

Date Introduced: October 27, 2025

Date Adopted: _____

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

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

ATTACHMENT 1: Proposed Zoning Map Amendment



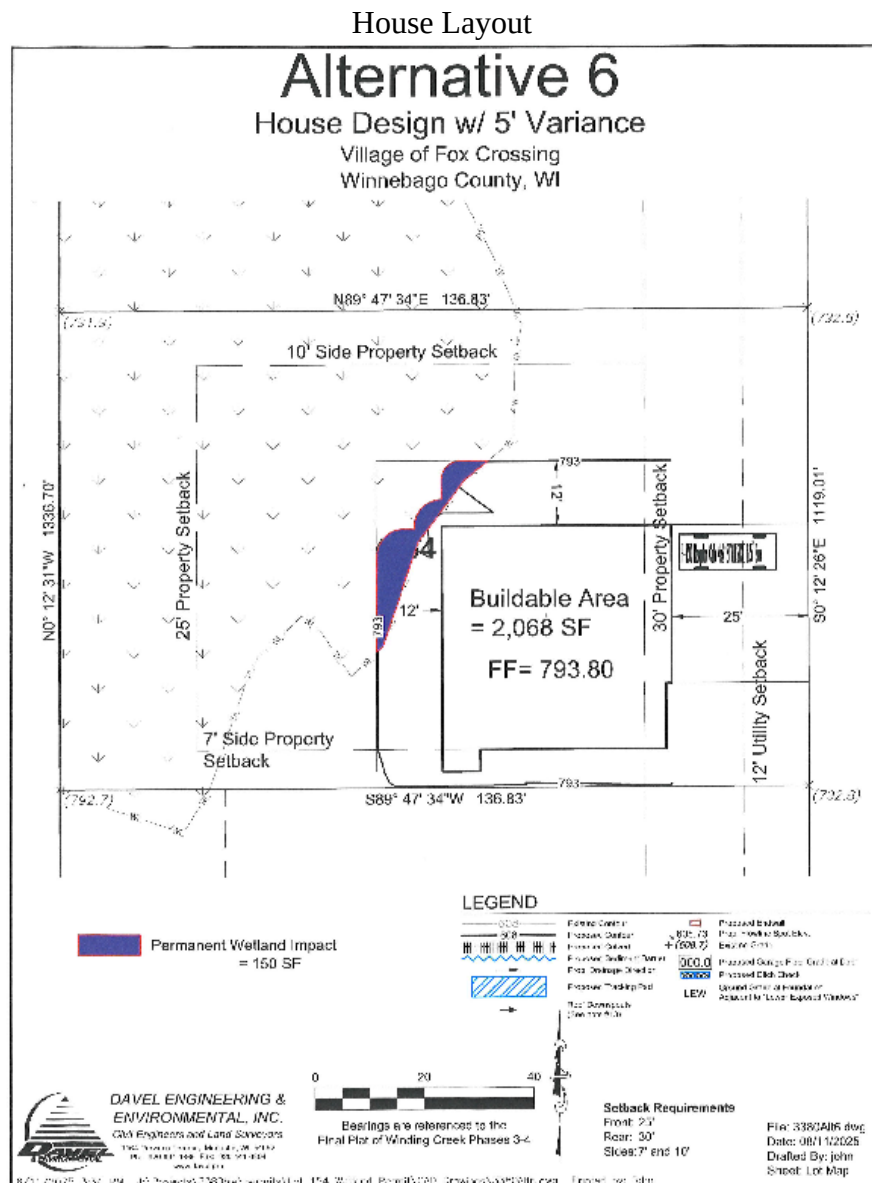
MEMO

Date: October 8, 2025
To: Village Planning Commission Members
From: Community Development Department Staff
RE: Public Hearing and Commission action item 2 – Planned Development District – Winding Creek Estates Lot 154

Overview

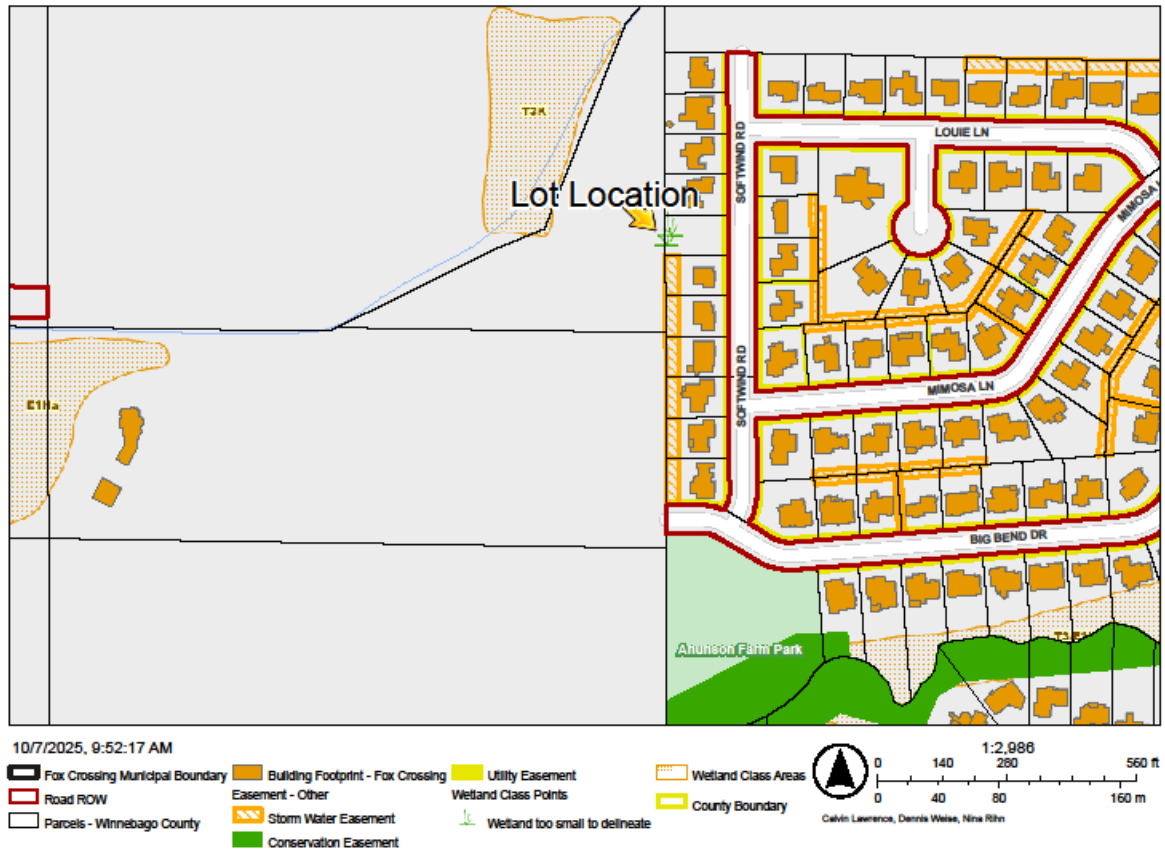
This proposed planned unit development for lot 154 in Winding Creek Estates. The PDD is being requested due to a wetland issue raised by the DNR. The attached map shows the proposed PDD, the second map shows the location of this proposed PDD. The original plat for this subdivision was reviewed by the Village and State and no issues were raised at that time, and other homes have been built in the same area as shown on the location map, including a home just north of this proposed home.

This PDD will reduce the front setback from 30 to 25 feet. This will have no impact on the current subdivision.



Location Map

Fox Crossing GIS Map



Staff Recommendation

Staff recommends approval of this PDD reducing the front setback from its current 30 feet to 25 feet. This will allow a compatible home to built on the lot.

RES #251110-9

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:

Shailaja Nandikanti – Approved

Cassidy Robertson – 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 10th day of November, 2025

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #251110-10

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,594,929.10

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

Pending:	
General Fund	\$ 39,573.23
Special Revenue Fund	\$ 4,550.32
Debt Fund	\$ -
Capital Projects Fund	\$ 8,260.49
Water Fund	\$ 260,931.91
Sewer Fund	\$ 141,467.01
Stormwater Fund	\$ 748,352.53
Trust & Agency Fund	\$ 72.50
Special Processed Payments	\$ 391,721.11
Total:	<u>\$ 1,594,929.10</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 10th day of November, 2025.

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

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: November 4, 2025
For Village Board Meeting of: November 10, 2025

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$39,573.23
Special Revenue Funds	\$4,550.32
Debt Fund	\$0.00
Capital Projects Fund	\$8,260.49
Water Fund	\$260,931.91
Sewer Fund	\$141,467.01
Stormwater Fund	\$748,352.53
Trust & Agency Fund	\$72.50
Total Bills for November 10, 2025	<u>\$1,203,207.99</u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	10/22-11/4/2025	**See Attached Listing**	\$103,192.04
ACH	Employee Benefits Corp	10/20-10/28	Flex Spending Claims	\$837.89
ACH	North Shore	10/24/2025	Deferred Comp	\$1,450.00
ACH	WDC	10/24/2025	Deferred Comp	\$7,027.98
ACH	WI DOT	10/30/2025	Suspension Fees	\$3.00
55172-55173	Payroll	10/23/2025	Payroll	\$820.11
ACH	Payroll	10/23/2025	Payroll	\$199,183.84
ACH	Payroll	10/23/2025	Taxes	\$79,206.25
Total Special Processed Payments				<u>\$391,721.11</u>
GRAND TOTAL				<u><u>\$1,594,929.10</u></u>