

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, June 8, 2026 - 6:00 p.m.
Municipal Complex - Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956
Agenda

1. **Call to Order, Pledge of Allegiance and Roll Call**
2. **Awards/Presentations**
3. **Minutes to Approve/ Minutes and Correspondence to Receive**
Minutes to Approve
 - a) Special Village Board Meeting – May 18, 2026
 - b) Regular Village Board Meeting – May 18, 2026**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) 260608-1 Developer Agreement – Shady Lane Estates Subdivision
 - b) 260608-2 Award Bid – 2026 Concrete Work Program to Include the Jacobsen Road Overpass Stormwater/Wall Reconstruction Project
 - c) 260608-3 Award Bid – 2026 Crack Seal Program
 - d) 260608-4 Change Order #2 – 2026 Road Resurfacing Program to Include the American Drive Trail Project, the Kippenhan Park Trail Project, and Palisades Park Site Improvements Project
 - e) 260608-5 Change Order #4 & Final – Margeo Neighborhood Utility Improvement Project
 - f) 260608-6 Approve Memorandum of Agreement Between the Neenah Joint School District and the Village of Fox Crossing in Support of the School Resource Officer (SRO) Program
 - g) 260608-7 Approve Reinstatement and First Amendment to Water Tower Space Lease Agreement for Tower #1 Located at 1665 University Drive
 - h) 260608-8 Reappointment of Park Commission Member – Suneer Patel
 - i) 260608-9 Reappointment of Park Commission Member – Matthew Werner
 - j) 260608-10 Appointment of Park Commission Member – Lacie Callan
 - k) 260608-11 Reappointment of Sustainability Committee Member – Susan Garcia-Franz
 - l) 260608-12 Reappointment of Sustainability Committee Member – Megan Horejs
 - m) 260608-13 Reappointment of Sustainability Committee Member – Thomas Willecke
 - n) 260608-14 Appointment of Sustainability Committee Member – Devin Mallo
 - o) 260608-15 Appointment of Sustainability Committee Member – Michelle Mahlik
 - p) 260608-16 Annual Alcohol Beverage License Applications for the Term July 1, 2026 – June 30, 2027
 - q) 260608-17 Annual Beer Garden License Applications for the Term July 1, 2026 – June 30, 2027
 - r) 260608-18 Annual Mechanical Amusement License Applications for the Term July 1, 2026 – June 30, 2027
 - s) 260608-19 Annual Cigarette, Electronic Vaping Device, and Tobacco License Applications for the Term July 1, 2026 – June 30, 2027
 - t) 260608-20 Annual Massage Establishment License Applications for the Term July 1, 2026 – June 30, 2027
 - u) 260608-21 Special Event License for Holidays Pub & Grill Cornhole Tournament held on June 20, 2026
 - v) 260608-22 Operator License Applicants
 - w) 260608-23 Expenditures

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.

8. Reports

- a) Village President Dale Youngquist – 2026 Board of Review will be held on Thursday, June 25, 2026 from 4:00 p.m. to 6:00 p.m. at the Municipal Complex in the Arden Tews Assembly Room, 2000 Municipal Drive, Neenah; Objectors shall provide Written or Oral Notice of Intent to Object to their Assessment to the Village Clerk at least 48 hours in Advance of Board of Review
- b) Deputy Clerk Alexa Lee – St. Joseph's Food Program Food Drive Donation Bins at Municipal Complex Beginning Monday, June 15, 2026 to Friday, June 26, 2026

9. Closed Session

10. Adjourn



**Village of Fox Crossing Board of Trustees
Special Meeting Minutes
Monday, May 18, 2026 – 5:00 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956**

1. Call to Order

The special meeting of the Village Board of Trustees was called to order by President Youngquist at 5:00 p.m.

Village Manager Jeffrey Sturgell recorded the following Village Board members as present: President Dale Youngquist and Trustees Michael Van Dyke (via teleconference), Kris Koeppe, Tim Raddatz, Kate McQuillan, and Deb Swiertz.

Excused: Trustee Barb Hanson

Also Present: Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Director of Public Works Joe Hoechst, and Attorney Andrew Rossmeissl.

2. Closed Session

Pursuant to WI Statute 19.85(1)(e), the Village of Fox Crossing Board of Trustees will convene into closed session to deliberate or negotiate the terms of a Development Agreement between Tom McHugh Construction, LLC, the Greater Fox Cities Area Habitat for Humanity, Inc., and the Village of Fox Crossing for the Horizon Crossing Subdivision.

Motion: Trustee Swiertz, seconded by Trustee Raddatz to convene into closed session at 5:01 p.m.

Discussion: The Village Board entered into closed session to deliberate and negotiate the terms of a Developer Agreement between Tom McHugh Construction, LLC, Greater Fox Cities Area Habitat for Humanity, Inc., and the Village of Fox Crossing for the Horizon Crossing Subdivision.

Vote: On roll call vote: 6-0, motion carried.

Pursuant to WI Stat. 19.85 (2), the Village Board will reconvene into open session.

Motion: Trustee Swiertz, seconded by Trustee Koeppe to reconvene into open session at 5:23 p.m.

Vote: On roll call vote: 6-0, motion carried.

3. Open Session

260518-1:CL Developer Agreement – Horizon Crossing Subdivision

Motion: Trustee Koeppe, seconded by Trustee Swiertz, to approve the Developer Agreement for Horizon Crossing Subdivision, as presented.

Vote: On roll call vote: 6-0, motion carried.

4. Adjourn

Motion: Trustee Swiertz, seconded by Trustee Raddatz, to adjourn at 5:25 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC
Village Clerk

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

**Village of Fox Crossing Board of Trustees
Regular Meeting Minutes
Monday, May 18, 2026 – 6:00 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956**

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

The meeting of the Village Board of Trustees was called to order by President Youngquist at 6:00 p.m.

The Pledge of Allegiance was recited.

Village Clerk Chantel Jaenke conducted roll call and recorded the following Village Board members as present: President Dale Youngquist and Trustees Michael Van Dyke (via teleconference), Kris Koeppe, Tim Raddatz, Kate McQuillan, and Deb Swiertz.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Police Chief Tim Callan, Director of Parks & Recreation Amanda Geiser, Director of Public Works Joe Hoechst, Engineer Zach Laabs, Engineer Lee Reibold, and Attorney Andrew Rossmeissl.

Excused: Trustee Barb Hanson

Public Attendance: Eight individuals were present.

2. Awards / Presentations

None.

3. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

a) Regular Village Board Meeting – May 4, 2026

Minutes and Correspondence to Receive

b) Park Commission Meeting Minutes – April 8, 2026

c) Planning Commission Meeting Minutes – April 15, 2026

d) Water Main Breaks Report – April 2026

e) Water Pumpage Report – April 2026

Motion: Trustee Raddatz, seconded by Trustee McQuillan, to approve the meeting minutes and accept other departmental minutes and correspondence into the record as presented.

Vote: Motion carried unanimously.

4. Public Comments Addressed to the Village Board

Larry Kuepper, 1500 Jacobsen Rd., expressed concerns regarding ash trees in the Village of Fox Crossing. He stated that several dead trees are located behind his residence and requested information on the Village's plan for their removal. Director Hoechst responded that the trees are located on condominium association property and are the responsibility of the association.

5. Discussion Items

None.

6. Unfinished Business

None.

7. New Business-Resolutions/Ordinances/Policies

a) 260518-1 Certified Survey Map – 2495 Northern Road

Motion: Trustee Swiertz, seconded by Trustee McQuillan, to approve the Certified Survey Map for 2495 Northern Road, as presented.

Discussion: Director Dearborn stated that the proposal involves a lot division and noted that the Planning Commission recommended approval with conditions outlined in the resolution.

Vote: Motion carried unanimously.

b) 260518-2 Award Proposal – Butte Des Morts Beach Road Culvert Replacement Project

Motion: Trustee Koepp, seconded by Trustee Swiertz, to award the proposal for the Butte Des Morts Beach Road Culvert Replacement Project, as presented.

Discussion: Director Hoechst provided an overview of the award proposal, including the reasoning for not utilizing the standard public bidding process due to the project's emergency condition status under state statute. Given the expedited timeline required, only two contractors submitted proposals. One bid was significantly higher, with the lowest responsible bid submitted by DeGroot, Inc.

Vote: Motion carried unanimously.

c) 260518-3 Award Proposal – Schildt Park Pavilion Roof Replacement Project

Motion: Trustee Swiertz, seconded by Trustee McQuillan, to award the proposal for the Schildt Park Pavilion Roof Replacement Project, as presented.

Discussion: Director Geiser provided an overview of the project and award proposal to Rosenow Customs.

Vote: Motion carried unanimously.

d) 260518-4 Award Proposal – Kippenhan Park Playground Equipment Replacement Project

Motion: Trustee McQuillan, seconded by Trustee Swiertz, to award the proposal for the Kippenhan Park Playground Equipment Replacement Project, as presented.

Discussion: Director Geiser provided an overview of the project, noting that the award is for Option #3 and was procured through the Sourcewell purchasing program. The Board noted that the total award is \$91,000 to allow for necessary modifications.

Vote: Motion carried unanimously.

e) 260518-5 Resolution of Support for FY 2026 Safe Streets and Roads for All (SS4A) Grant Application

Motion: Trustee Swiertz, seconded by Trustee Koepp, to approve the Resolution of Support for the FY 2026 Safe Streets and Roads for All (SS4A) Grant Application as presented.

Discussion: Director Hoechst provided an overview of the grant, project, and participating partners. The resolution provides the Village's support for the submission of a grant application by the East Central Wisconsin Regional Planning Commission on behalf of the City of Appleton, the City of Menasha, and the Village of Fox Crossing. The proposed project includes pedestrian accommodations along State Highway 47, with construction anticipated to begin in 2027.

Vote: Motion carried unanimously.

f) 260504-1:ORD Amend Fox Crossing Municipal Code Chapter §182 for Cigarette and Tobacco Products
Second Reading & Adoption

Motion: Trustee Swiertz, seconded by Trustee Koepp, to approve the *Second Reading & Adoption* of the amendment to Fox Crossing Municipal Code Chapter §182 for Cigarette and Tobacco Products, as presented.

Vote: Motion carried unanimously.

g) 260504-2:ORD Amend Fox Crossing Municipal Code Chapter §364-5 Recreational Vehicles on School or Municipally Owned Property, and Create Chapter 364-5.5 Electric Scooter, Electric Bicycle and Bicycle Regulations
Second Reading & Adoption

Motion: Trustee McQuillan, seconded by Trustee Swiertz, to approve the *Second Reading & Adoption* of the amendment to Fox Crossing Municipal Code Chapter §364-5 Recreational Vehicles on School or Municipally Owned Property, and Create Chapter 364-5.5 Electric Scooter, Electric Bicycle and Bicycle Regulations, as presented.

Discussion: Trustee Koeppe inquired whether the same ordinance had been adopted by the City of Neenah and the City of Menasha, as coordination efforts were ongoing. Staff indicated their understanding that the ordinance had not yet been brought before those governing bodies.

Vote: Motion carried unanimously.

h) 260504-3:ORD Amend Fox Crossing Municipal Code Chapter §A450 Fines & Penalties *Second Reading & Adoption*

Motion: Trustee Swiertz, seconded by Trustee McQuillan, to approve the *Second Reading & Adoption* of the amendment to Fox Crossing Municipal Code Chapter §A450 Fines & Penalties, as presented.

Vote: Motion carried unanimously.

i) 260518-6 Amend Village of Fox Crossing Bond Schedule for 2026

Motion: Trustee Koeppe, seconded by Trustee Raddatz, to amend the Village of Fox Crossing Bond Schedule for 2026, as presented.

Discussion: Manager Sturgell provided an overview of the proposed increases, noting they reflect recent ordinance fine and penalty adjustments as well as the State's \$10 increase. He responded to questions from the Board regarding the allocation of the additional \$10.

Vote: Motion carried unanimously.

j) 260518-7 Reappointment of Police & Fire Commission Member – John Swenson

Motion: Trustee Raddatz, seconded by Trustee McQuillan, to reappoint John Swenson to the Police and Fire Commission, as presented.

Discussion: Clerk Jaenke administered the oath of office.

Vote: Motion carried unanimously.

k) 260518-8 Temporary Class “B” Retailer’s Licenses – Youth Sports, Inc.

Motion: Trustee Swiertz, seconded by Trustee Koeppe, to issue a Temporary Class “B” Retailer’s License to Youth Sports, Inc., as presented.

Vote: Motion carried unanimously.

l) 260518-9 Special Event License for Neenah Lacrosse Club End-of-Year Tournament held on May 30 & 31, 2026 at the Neenah High School

Motion: No motion was made due to an insufficient application to move forward with approval.

Vote: No vote was taken.

m) 260518-10 Expenditures

Motion: Trustee Koeppe, seconded by Trustee Swiertz to approve the expenditures, as presented, without exception.

Vote: Motion carried unanimously.

8. Reports

- a) Village President Dale Youngquist – Open Book Continues with In Person on Tuesday, May 19, 2026, from 9:00 a.m. to 3:00 p.m.; the 2026 Board of Review will be held on Thursday, June 25, 2026 from 4:00 p.m. to 6:00 p.m.

- b) Public Works Director Joe Hoechst – Public Information Meeting Regarding the East Shady Lane Reconstruction Project will be held on Wednesday, May 20, 2026 at 5:00 p.m. in the Arden Tews Assembly Room
- c) Village Manager Jeffrey Sturgell – Fox Crossing Municipal Complex Summer Hours will be 7:30 a.m. – 4:30 p.m. Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday; Summer Hours will run from Memorial Day through Labor Day

9. **Closed Session**

None.

10. **Adjourn**

Motion: Trustee Swiertz, seconded by Trustee McQuillan to adjourn at 6:34 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC
Village Clerk

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

RES #260608-1

DEVELOPER AGREEMENT – SHADY LANE ESTATES SUBDIVISION

WHEREAS, the Developer, JMV Investments LLC, plans on constructing a sixty-nine (69) unit single-family subdivision located on East Shady Lane; 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 Shady Lane Estates 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 8th day of June, 2026

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
Shady Lane Estates Subdivision

CONTRACT FOR ROAD AND UTILITY IMPROVEMENTS

THIS AGREEMENT, made this ____ day of _____, 2026, by and between:

Name: JMV Investments LLC
Address: 1219 Appleton Rd.
Menasha, WI 54952

Contact Person: Scott Manteuffel, Authorized Member
Telephone: 920 850-3351
Address: 1219 Appleton Rd.
Menasha, WI 54952

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

WITNESSETH;

WHEREAS, the Developer has received all of the necessary approvals from the Village for the development of a project know as Shady Lane Estates Subdivision and a copy of said improved developments all other required approvals are made a part of and incorporated by reference

WHEREAS, in the case of developments, certain road and utility improvements are deemed necessary by the Village to serve the development and 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 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 60 or 66-ft right-of-way.

2. **Water** Water lines and laterals are to be installed as specified by the Village of Fox Crossing Public Works Director meeting all Specifications for Sanitary Sewer and Water Construction. All dwelling units shall be individually metered.
3. **Sewer** Sewer lines and laterals are to be installed as specified by the Village of Fox Crossing Public Works Director meeting all Specifications for Sanitary Sewer and Water Construction.
4. **Storm Sewer** Storm sewer improvements, including laterals are to be installed as specified by the Village of Crossing Public Works Director and as per the Village of Fox Crossing Standard Specifications for Storm Sewer & Street Construction.
5. **Surface Drainage Systems and Storm Water Facilities** The developer shall utilize as specified in the Storm Water Management Plan facilities 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. Any new or existing pond or ponds are required to meet all current storm water standards of the Village and the Wisconsin and the Department of Natural Resources. The developer intends to use the adjacent regional pond and the developer shall pay the buy in cost for all impervious surface created within this subdivision.
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. **Bike/Pedestrian Trails** A Bike/Pedestrian connection shall be required from East Shady Lane along the west side of Midnight Lane connecting to Woodland Prairie Park. The Village of Fox Crossing reserves the right to require sidewalks at a future date when they are deemed necessary by the Village. The developer and/or owners located within this development may be assessed for these future sidewalks as specified in the assessment waiver incorporated into this development agreement.
9. **Parks** A fee in lieu of park land dedication is required.
10. **Street Trees** No Street Trees are required in the development; however, one tree in the front yard of each home is encouraged.

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 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 and shall be maintained during construction until final acceptance by the Village of Fox Crossing.
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. In the event the Developer fails to guarantee work performed under this Agreement which results in the Village incurring costs or expenses related to failure of said performance guarantee, the Village may, levy a special assessment against the Developer's property, based upon the Waiver of Special Assessment provided under Article IX.
7. The Developer and said Owner, heirs, successors and assigns 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.
8. The Village shall be responsible for the street maintenance of the gravel roadways, which includes street grading and 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

Streetlights 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 with 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 deemed necessary due to safety or other unique circumstances. All streetlights shall be utilized LEDs with 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 the existing detention pond, Sand Point Pond and pay all buy in costs and along with any additional detention if needed. The pond shall meet or will be required to meet all current stormwater standards of the Village and the Wisconsin Department of Natural Resources.

F. DEDICATED PARKS AND OPEN SPACES

Dedicated Parks and Open Spaces shall be subject to the requirements of Village of Fox Crossing Municipal Code Chapter 419-12 and the conditions of approval as set by the Village of Fox Crossing Park Commission, Plan Commission, and Village Board of Trustees. The conditions of approval are:

1. Payment of Park Fee in-leu of land dedication as specified in Article II F 1 of this agreement.

ARTICLE II. GENERAL CONDITIONS

A. ENGAGING QUALIFIED CONTRACTORS

The Developer further 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 the Village of Fox Crossing for the installation of water and sewer mains and i storm sewer, ponds and street construction. The attached Exhibit D 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**

Escrow per Article III. A. 4. \$ 5,000 (\$4,500 refundable if all required information is submitted to Village)

Sub Total Fees & Escrow **\$ 10,500**

Inspection Fees:

	Total Days	Regular Hours	Total Cost
Sanitary Sewer	10	100	\$9,500.00
Water Main	10	100	\$9,500.00
Storm Sewer	15	150	\$14,250.00
Roadway	8	40	\$ 3,800.00
Project Supplies			\$1,000.00
Total Inspection fees	45	390	\$38,050.00

Total Review, Escrow and Inspections Fees: \$48,550.00

(Inspections fees are estimated. If inspections require additional time the developer will be billed for the additional time required for inspections. If additional detention is needed and requires inspection then

additional inspection fees will be required. If the inspection reviews take less time than estimated, then some 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 B”, 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 B”, 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 B” 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. The waiver of completion time shall not constitute a waiver of the Village’s right to recover costs and expenses from the Waiver of Special Assessment provided under Article IX.

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
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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

(Multifamily)	<u>\$665.84 (1 bedroom) per unit</u>
	<u>\$997.99 (2-bedrooms) per unit</u>
	<u>\$1,331.67 (3 bedrooms or more) per unit</u>

(Single Family)	<u>\$1,331.67 per unit</u>
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Total Park Fees in Lieu of Land Dedication: 69 Single Family Dwelling

\$91,885.23 at \$1,331.67 per unit

The above total amount is payable upon with the acceptance of this development agreement.

2. Current Park Impact Fee

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

Total Current Park Impact Fee: 69 single family units at \$823.00 per unit \$56,787

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. Current Fire Impact Fee \$149 per single family home

Payable upon issuance of building permit \$10,281.00 *(Note this fee is the current fee which can change on an annual basis)*

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

Total Sanitary Sewer Connection Charge: 69 units at \$448 per unit \$30,912.00

Payable upon issuance of building permit

5. Interceptor Impact Fee \$1,500 per acre

Total Interceptor Fee: 23.55 acres at \$1,500 per acre \$35,325

Payable upon with the acceptance of this development agreement

5. Street Trees

(The planting of 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 Maintenance & Street Signs \$1,500

(This fee is for the grading of the gravel roads by the Village prior to installing asphalt along with an estimated fee for street signs. If the fee exceeds this amount the developer shall be billed for the additional costs.)

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. No building permits shall be issued until provisions of this Agreement have been completed and accepted by the Village including all utilities, roads and road dedications unless the Developer provides a phasing plan acceptable to the Village. If the Village approves a phasing plan, then when each phase is completed, the Village may issue building permits for the accepted phases.
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 five thousand dollars (**\$5,000.00**) 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 \$500 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 copy of final engineering plans, in a current release of AutoCAD, to be supplied to the Village Engineer, McMahon, for final record drawings.

B. GUARANTEE

The Developer hereby agrees to guarantee all work performed under this Agreement for a period of three (3) years from the date of final acceptance by the Village Board of Trustees for sewer, water, storm sewer, ponds, streets and trails. Such guarantee shall be against defects in materials or workmanship. If a defect in materials or workmanship should appear, the Developer agrees to make the required replacement or acceptable repairs, at the Developer's own 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 or repairs, or the repairs or replacements are not completed to the Village's satisfaction, the Village shall have the option of making the repairs and collecting the costs of the replacement or repairs through any legal means available to the Village.

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 developer shall provide an irrevocable letter of credit in an amount necessary to cover the cost of any portion of the required public improvements that are not completed prior to the recording of the final plat. The letter of credit term will not be less than one year in length, including renewal letter of credit.

It will be the developer's responsibility to renew the letter of credit and get approval from the Village for any reductions to the amount. The irrevocable letter of credit shall be renewed within 60 days of its expiration in an amount necessary to complete any improvements specified in this agreement that have not been completed and accepted by the Village.

If an irrevocable letter of credit is not renewed within 60 days of its expiration the Village will draw down on the letter of credit and place the funds in a non-interest-bearing escrowed account for use to complete whatever phases of the project that are not completed to the satisfaction of the Village.

The amount of the irrevocable letter of credit can be reduced upon verification by the Village to reflect the portion of the improvements completed for each phase of the development. For example, when the sanitary sewer is complete to the satisfaction of the Village, the letter of credit may be reduced by for that portion of the development upon approval of the Village. The reduction will only be to the amount needed for the Village to complete the remaining balance of the project, as approved by the village engineer.

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, potential ponds, sanitary, and water systems. Said inspector shall be on-site prior to any work performed for water, sanitary sewer, and storm sewer systems and potential ponds.

ARTICLE IX. WAIVER OF SPECIAL ASSESSMENT

The Developer shall execute a waiver of special assessment, which is attached as “Exhibit C”, to ensure that in the event that the Developer defaults on the payment of any reimbursements and/or fees that are required by this Agreement then the Village may assess the property for these costs or, alternatively impose a reimbursement of costs against the properties as a special charge under Chapter 66 of the Wisconsin Statutes.

Dated this ____ Day of _____, ____

VILLAGE OF FOX CROSSING

BY: _____
Dale A. Youngquist, Village President

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

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

BY: _____
Chantel M. Jaenke, Village Clerk

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

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

JMV INVESTMENTS LLC

BY: _____
Scott Manteuffel, PMP, Authorized Member

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

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

EXHIBIT A

Legal Description

Part of the Northeast, Southeast and part of the Southeast, Southeast
Described as Lot 2 of CSM 7691 consisting of 23.55 acres all in Winnebago County, Village of Fox
Crossing, State of Wisconsin

EXHIBIT B

Construction Schedule and Cost Estimate

	Task Name	Contractor	Duration (weeks)	Predecessors
2	Site Prep & Mass Earthwork	Tom Van Handel Corp.	6	1
3	Sanitary Sewer Installation	Don E. Parker Excavating	2	2
4	Water Main Installation	Don E. Parker Excavating	2	3
5	Storm Sewer Installation	Don E. Parker Excavating	3	3
6	Road Base Construction	Tom Van Handel Corp.	2	4,5
7	Curb & Gutter	Martell Construction	3	6
8	Asphalt Paving	Northeast Asphalt (Walbec)	2	7
9	Final Grading & Restoration	Tom Van Handel Corp.	1	8
	Total		21 weeks	

Category	Contractor	Description	Qty	Unit	Unit Price (\$)	Line Total (\$)
Streets	Martell Construction, Inc.	30-Inch Mountable Curb & Gutter	7252	LF	15.55	\$ 112,768.60
Utilities	Don E. Parker Excavating, Inc.	mobilization	1	LS	0	\$ -
Utilities	Don E. Parker Excavating, Inc.	8" sanitary sewer	3640	LF	53.95	\$ 196,378.00
Utilities	Don E. Parker Excavating, Inc.	rock excavation	2566	LF	0	\$ -
Utilities	Don E. Parker Excavating, Inc.	4" sanitary lateral	3379	LF	42.85	\$ 144,790.15
Utilities	Don E. Parker Excavating, Inc.	48" sanitary manhole	13	EA	5450	\$ 70,850.00
Utilities	Don E. Parker Excavating, Inc.	manhole casting	15	EA	1091	\$ 16,365.00
Utilities	Don E. Parker Excavating, Inc.	Sanitary Drop Manhole	1	LS	8761	\$ 8,761.00
Utilities	Don E. Parker Excavating, Inc.	Sanitary Drop Manhole	1	LS	25100	\$ 25,100.00
Utilities	Don E. Parker Excavating, Inc.	mobilization	1	LS	0	\$ -
Utilities	Don E. Parker Excavating, Inc.	8" water main	4026	LF	61.35	\$ 246,995.10
Utilities	Don E. Parker Excavating, Inc.	6" pvc hydrant lead	108	LF	72.85	\$ 7,867.80
Utilities	Don E. Parker Excavating, Inc.	16x8 tapping sleeve and valve	1	LS	9618	\$ 9,618.00
Utilities	Don E. Parker Excavating, Inc.	8" valve	15	EA	3268	\$ 49,020.00
Utilities	Don E. Parker Excavating, Inc.	6" valve	7	EA	2475	\$ 17,325.00
Utilities	Don E. Parker Excavating, Inc.	hydrant	7	EA	7325	\$ 51,275.00
Utilities	Don E. Parker Excavating, Inc.	1 1/4 poly water service	3391	LF	30.7	\$ 104,103.70
Utilities	Don E. Parker Excavating, Inc.	1 1/4" water service sets	69	EA	815	\$ 56,235.00
Utilities	Don E. Parker Excavating, Inc.	rock excavation	760	LF	0	\$ -
Utilities	Don E. Parker Excavating, Inc.	mobilization	1	LS	0	\$ -
Utilities	Don E. Parker Excavating, Inc.	42" storm sewer	13	LF	322.1	\$ 4,187.30
Utilities	Don E. Parker Excavating, Inc.	42" RCP endwall	1	EA	3950	\$ 3,950.00
Utilities	Don E. Parker Excavating, Inc.	24"x38" Storm Sewer	74	LF	257.6	\$ 19,062.40
Utilities	Don E. Parker Excavating, Inc.	30" storm sewer	288	LF	82.55	\$ 23,774.40
Utilities	Don E. Parker Excavating, Inc.	24" storm sewer	340	LF	71.5	\$ 24,310.00
Utilities	Don E. Parker Excavating, Inc.	21" storm sewer	832	LF	71.5	\$ 59,488.00
Utilities	Don E. Parker Excavating, Inc.	18" storm sewer	950	LF	53.65	\$ 50,967.50
Utilities	Don E. Parker Excavating, Inc.	15" storm sewer	668	LF	48.35	\$ 32,297.80
Utilities	Don E. Parker Excavating, Inc.	12" storm sewer	2268	LF	42.3	\$ 95,936.40

Utilities	Don E. Parker Excavating, Inc.	4" storm lateral	3399	LF	33.15	\$	112,676.85
Utilities	Don E. Parker Excavating, Inc.	84" storm manhole	1	EA	18712	\$	18,712.00
Utilities	Don E. Parker Excavating, Inc.	72" storm manhole	2	EA	13672	\$	27,344.00
Utilities	Don E. Parker Excavating, Inc.	60" storm manhole	2	EA	7188	\$	14,376.00
Utilities	Don E. Parker Excavating, Inc.	48" storm manhole	15	EA	4223	\$	63,345.00
Utilities	Don E. Parker Excavating, Inc.	24" yard drain	14	EA	2445	\$	34,230.00
Utilities	Don E. Parker Excavating, Inc.	48" Yard Drain	1	EA	3923	\$	3,923.00
Utilities	Don E. Parker Excavating, Inc.	Inlet	23	EA	3527	\$	81,121.00
Utilities	Don E. Parker Excavating, Inc.	Rock Excavation	535	LF	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	mobilization	1	LS	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	strip topsoil & stockpile	14036	SY	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	Common Excavation	5868	CY	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	6" c.a.b.c 1 1/4"	4812	T	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	6" c.a.b.c 3"	4812	T	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	30" Curb & Gutter (mountable)	7252	LF	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	1 3/4" HMA Pavement	1125	T	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	1 3/4" HMA Pavement	1125	T	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	lawn restoration	10878	SY	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	erosion control	1	LS	0	\$	-
Utilities	Don E. Parker Excavating, Inc.	Rock Removal Around Existing 30" Gas Main	1	LS	40000	\$	40,000.00
Utilities	Don E. Parker Excavating, Inc.	Proposal Total					\$ 1,714,385.40
Site	Tom Van Handel Corp.	Install (1) tracking pad		LS			
Site	Tom Van Handel Corp.	Install silt fence – approx 1,000 LF					
Site	Tom Van Handel Corp.	Install (1) tracking pad (second location)					
Site	Tom Van Handel Corp.	Street sweeping allowance				\$	1,500.00
Site	Tom Van Handel Corp.	Erosion Control (lump sum)				\$	9,500.00
Site	Tom Van Handel Corp.	Site Earthwork (lump sum)				\$	465,994.00
Site	Tom Van Handel Corp.	Rock excavation allowance				\$	50,000.00
Site	Tom Van Handel Corp.	Falcon Blasting – blast per attached proposal				\$	120,130.00
Site	Tom Van Handel Corp.	Proposal Total					\$ 645,624.00
Streets	Northeast Asphalt, Inc. (Walbec)	Mobilization	1	LS	2975	\$	2,975.00
Streets	Northeast Asphalt, Inc. (Walbec)	1 3/4-inch HMA pavement, 3LT 58-28S	1125	TON	95	\$	106,875.00
Streets	Northeast Asphalt, Inc. (Walbec)	1 3/4-inch HMA pavement, 4LT 58-28S	1125	TON	79	\$	88,875.00
Streets	Northeast Asphalt, Inc. (Walbec)	Proposal Total					\$ 198,725.00

EXHIBIT C
WAIVER OF SPECIAL ASSESSMENT

VILLAGE OF FOX CROSSING

WAIVER OF SPECIAL ASSESSMENT

This Agreement entered into effective the ____ day of ____, ____, by and between the Village of Fox Crossing, a Wisconsin municipal corporation, located in Winnebago County, Wisconsin, hereinafter called the "Village," and JMV Investments LLC herein after called the "Owner."

1. Said Owner, for himself/herself, or for itself, its heirs, successors and assigns, agrees with the Village that all real estate set forth in "Exhibit A" shall be assessed by the Village in the event that the following occurs:
 - a. The Owner fails to install or pay the reimbursement for improvements identified in the Developers Agreement between the Village of Fox Crossing and Owner.
 - b. The Owner fails to pay all costs billed to Owner for inspections required as a part of the above Developers Agreement.
 - c. In any other event that the Village deems in the public interest to do so.
2. The Village and Owner agree that this Document, when executed and when recorded with the Register of Deeds for Winnebago County, shall constitute a waiver, by the Owner, by the heirs, successors and assigns of the Owner, said waiver authorizing the Village to proceed and accomplish all improvements and reimburse all costs billed to the Owner in the event that 1.a. or 1. b. occurs; and there shall be no requirement for a Preliminary Resolution, Notice of Public Hearing, Public Hearing or Final Resolution. All such assessments, by waiver, are deemed correct, and properly imposed pursuant to Wisconsin Law.
3. The Village shall collect said Special Assessment by cash or installment payments as then determined by the Village.

Dated this ____ Day of _____, ____

VILLAGE OF FOX CROSSING

BY: _____
Dale A. Youngquist, Village President

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

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

BY: _____
Chantel M. Jaenke, Village Clerk

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

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

JMV INVESTMENTS LLC

BY: _____
Scott Manteuffel, Authorized Member

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

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

This Instrument Drafted by:
Andrew Rossmeissl, Herrling Clark Law Firm, 800 N Lynndale Av Appleton, WI 54914

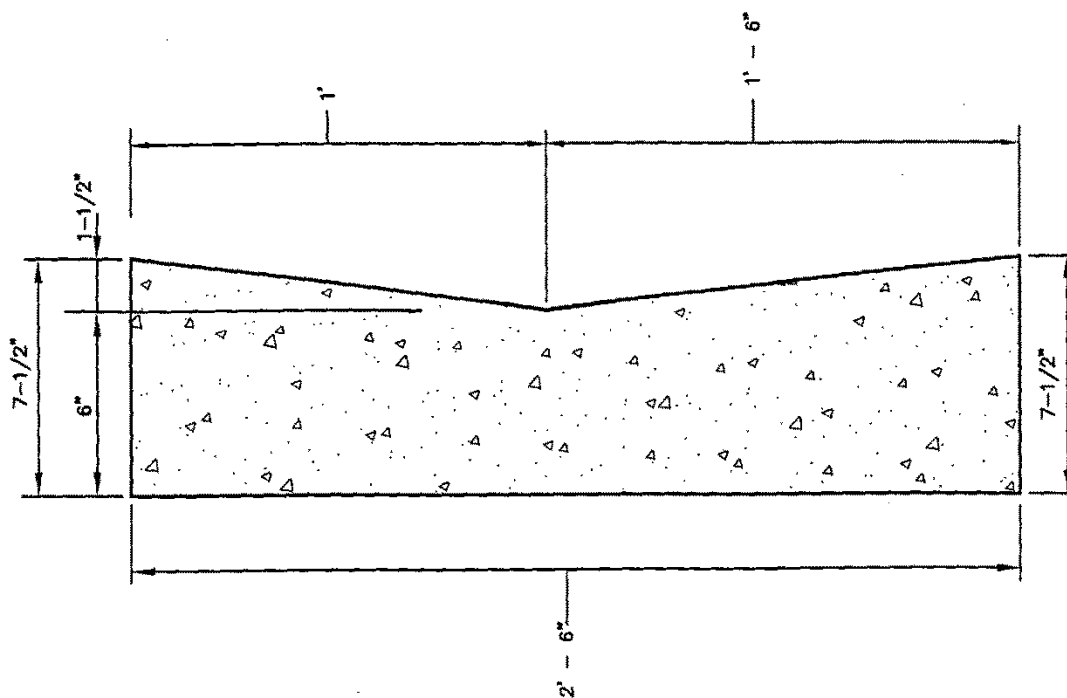
EXHIBIT D

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.
8. 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.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF ECONOMIC ANALYSIS
WASHINGTON, D.C. 20540



30" CURB & GUTTER DETAIL



McMAHON
ASSOCIATES, INC.

- ENGINEERS
- ARCHITECTS
- 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 E

Subdivision Construction Design, Plans, and Plat
This is a PDF Which will be printed later. It is attached below.



SHADY LANE
ESTATES 2026-01-29.l

EXHIBIT F

Letter of Credit in the amount of: **\$3,205,803.60**

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. to Village)	\$ 5,000 (\$4,500 refundable if all required information is submitted
Sub Total Fees	<u>\$10,500</u>

	Total Cost
Sanitary Sewer	\$9,500.00
Water Main	\$9,500.00
Storm Sewer	\$14,250.00
Roadway	\$3,800.00
Project Supplies	\$ 1,000.00
Total Inspection fees	\$38,050.00

Total Review, Escrow and Inspections Fees: **\$48,550.00**

Total Park Fees in Lieu of Land Dedication for 69 Single Family
Dwellings at \$1,331.67 per unit. **\$ 91,885.23**

Total Interceptor Impact Fee at \$1,500 per acre for 23.55 acres **\$ 35,325.00**
Sand Point Pond buy in cost is \$17,459.85 per acre of Impervious surface, with 9.42 acres, totals
\$164,471.79
Street Maintenance Fee & Street Signs. **\$ 1,500.00**

Total of all fees due with development agreement **\$341,732.02**

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. Fees will vary depending upon dwelling size. This information is or estimation only and will be calculated on an individual basis when a building permit is applied for.

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 69 single family units at \$823.00 per unit **\$56,787.00**
Fire Impact Fee when all permits are issued for 69 single family units at \$149.00 per unit **\$10,281.00**
Sanitary Sewer Connection Charges \$448/dwelling unit for 69 single family units **\$30,912.00**

RES #260608-2

AWARD BID – 2026 CONCRETE WORK PROGRAM TO INCLUDE THE JACOBSEN ROAD OVERPASS STORMWATER/WALL RECONSTRUCTION PROJECT

WHEREAS, on May 19, 2026, sealed bids for the 2026 Concrete Work Program to Include the Jacobsen Road Overpass Stormwater/Wall Reconstruction Project were due in the office of the Street Department by 10:00 a.m., at which time they were publicly opened and read; and

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

<u>Contractor</u>	<u>Base Bid</u>	Wall <u>Reconstruction</u>	<u>Total</u>
Sommers Construction Co., Inc.	\$ 87,463.35	\$ 71,901.00	\$159,364.35
Norcon Corporation	\$139,172.50	\$ 62,256.00	\$201,428.50
Al Dix Concrete, Inc.	\$152,605.20	\$ 54,202.00	\$206,807.20

WHEREAS, it is the recommendation of Engineer Lee Reibold and Public Works Director Joe Hoechst to award the Base Bid and the Wall Reconstruction Bid to the lowest responsible bidder, Sommers Construction Co., Inc., in the total amount of \$159,364.35, with final quantity adjustments made by change order to reflect actual quantities.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Bid and Wall Reconstruction Bid for the 2026 Concrete Work Program to Include the Jacobsen Road Overpass Stormwater/Wall Reconstruction Project to the lowest responsible bidder, **Sommers Construction Co., Inc., W7841 Smith Street, Shiocton, Wisconsin**, for the total amount of **\$159,364.35**.

Adopted this 8th day of June, 2026

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



May 27, 2026

Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Re: Village of Fox Crossing
2026 Concrete Pavement Repair Program
Letter of Recommendation
McM. No. F0057-09-26-00136-D

On May 19, 2026, bids were received for the 2026 Concrete Pavement Repair Program. Three bids were received, ranging in price from \$159,364.35 to \$206,807.20 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0057-09-26-00136-D to the low bidder, Sommers Construction Co., Inc., in the amount of \$159,364.35.

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

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

Respectfully,

McMahon Associates, Inc.

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

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

LRR:car

Enclosures: Notice of Award
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: SOMMERS CONSTRUCTION CO., INC.
W7841 Smith Street
Shiocton, WI 54170

Contract No. F0057-09-26-00136-D

Project: 2026 CONCRETE PAVEMENT REPAIR PROGRAM
For The
VILLAGE OF FOX CROSSING
Winnebago County, Wisconsin

You are notified that your Bid, dated May 18, 2026 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2026 Concrete Pavement Repair Program for the Village of Fox Crossing, Winnebago County, Wisconsin.

The Contract Price of your Contract is One Hundred Fifty-Nine Thousand Three Hundred Sixty-Four & 35/100 Dollars (\$159,364.35).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

VILLAGE OF FOX CROSSING | Winnebago County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

OWNER: VILLAGE OF FOX CROSSING
Project Name: 2026 Concrete Pavement Repair Program
Contract No. F0057-09-26-00136-D
Bid Date/Time: May 19, 2026 @ 10:30 a.m., local time
Project Manager: Lee Reibold, PE

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

SOMMERS CONSTRUCTION CO., INC. NORCON CORPORATION
W7841 Smith Street 9102 Progress Way
Shiocton, WI 54170 Schofield, WI 54476

VINTON CONSTRUCTION COMPANY
1322 33rd Street
PO Box 137
Two Rivers, WI 54241

BASE BID A | MISCELLANEOUS CONCRETE PANEL REPLACEMENT

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	650	S.Y.	Removing Concrete Pavement (WisDOT Item #204.0100)	\$14.45	\$9,392.50	\$21.00	\$13,650.00	\$75.00	\$48,750.00
A-2	35	TON	Base Aggregate Dense, 1-1/4 Inch (WisDOT Item #305.0120)	\$0.01	\$0.35	\$31.00	\$1,085.00	\$30.00	\$1,050.00
A-3	200	L.F.	Concrete Curb and Gutter 30 Inch Type D	\$34.00	\$6,800.00	\$68.00	\$13,600.00	\$45.00	\$9,000.00
A-4	400	S.Y.	Concrete Pavement 9 Inch Reinforced (WisDOT Item #415.0090)	\$81.45	\$32,580.00	\$134.00	\$53,600.00	\$132.47	\$52,988.00
A-5	200	S.Y.	Concrete Pavement HES 9 Inch Reinforced (WisDOT Item #415.1090)	\$86.00	\$17,200.00	\$148.00	\$29,600.00	\$137.80	\$27,560.00
A-6	330	Ea.	Drilled Tie Bars (36 Inch Spacing) (WisDOT Item #416.0610)	\$7.75	\$2,557.50	\$12.25	\$4,042.50	\$10.00	\$3,300.00
A-7	720	Ea.	Drilled Dowel Bars (15 Inch Spacing) (WisDOT Item #416.0620)	\$15.15	\$10,908.00	\$17.25	\$12,420.00	\$0.01	\$7.20
A-8	100	L.F.	Dowel Bars	\$12.00	\$1,200.00	\$11.75	\$1,175.00	\$10.00	\$1,000.00
A-9	2	Ea.	Manhole Adjustment	\$800.00	\$1,600.00	\$1,100.00	\$2,200.00	\$750.00	\$1,500.00
A-10	2	Ea.	Inlet Adjustment	\$700.00	\$1,400.00	\$925.00	\$1,850.00	\$750.00	\$1,500.00
A-11	1,700	L.F.	Sawing Concrete (WisDOT Item #690.0250)	\$2.25	\$3,825.00	\$3.50	\$5,950.00	\$3.50	\$5,950.00
TOTAL BASE BID A (Items A-1 through A-11, Inclusive)					\$87,463.35		\$139,172.50		\$152,605.20

BASE BID B | JACOBSEN ROAD RETAINING WALL REPLACEMENT

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
B-1	17	L.F.	Remove Existing Storm Sewer (WisDOT Item #204.0245)	\$13.00	\$221.00	\$54.00	\$918.00	\$30.00	\$510.00
B-2	1	Ea.	Remove Existing Inlet (WisDOT Item #204.0215)	\$1,200.00	\$1,200.00	\$1,350.00	\$1,350.00	\$750.00	\$750.00
B-3	34	L.F.	Remove Existing Chain Link Fence	\$15.00	\$510.00	\$13.00	\$442.00	\$10.00	\$340.00
B-4	1	L.S.	Remove Existing Concrete Retaining Wall	\$6,000.00	\$6,000.00	\$9,350.00	\$9,350.00	\$2,000.00	\$2,000.00
B-5	460	S.F.	Remove Existing Asphalt Pavement	\$2.50	\$1,150.00	\$6.00	\$2,760.00	\$2.00	\$920.00
B-6	1	Ea.	Inlet	\$3,200.00	\$3,200.00	\$5,150.00	\$5,150.00	\$7,950.00	\$7,950.00
B-7	1	L.S.	Retaining Wall	\$49,500.00	\$49,500.00	\$31,920.00	\$31,920.00	\$32,000.00	\$32,000.00
B-8	460	S.F.	6 Inch Concrete Pavement	\$15.00	\$6,900.00	\$14.75	\$6,785.00	\$15.00	\$6,900.00
B-9	34	L.F.	Chain Link Fence	\$50.00	\$1,700.00	\$54.00	\$1,836.00	\$48.00	\$1,632.00
B-10	25	S.Y.	Lawn Turf Restoration	\$38.00	\$950.00	\$39.00	\$975.00	\$20.00	\$500.00
B-11	40	L.F.	Silt Fence	\$8.00	\$320.00	\$11.00	\$440.00	\$10.00	\$400.00
B-12	2	Ea.	Inlet Protection	\$125.00	\$250.00	\$165.00	\$330.00	\$150.00	\$300.00
TOTAL BASE BID B (Items B-1 through B-12, Inclusive)					\$71,901.00		\$62,256.00		\$54,202.00
TOTAL BASE BID A + BASE BID B					\$159,364.35		\$201,428.50		\$206,807.20

Bid Security		Yes	Yes	Yes
Sawing				
Traffic Control				
Retaining Wall				
Fence				
Subcontractor				
Gordon Work Zones		-	-	-
Signature Landscape		-	-	-
Signature Landscape		-	-	-
American Fence Company		-	-	-
Storm Companies		-	-	-
American Fence Company		-	-	-

RES #260608-3

AWARD BID – 2026 CRACK SEALING PROGRAM

WHEREAS, on May 19, 2026, sealed bids for the 2026 Crack Sealing Program were due in the office of the Street Department by 10:00 a.m., at which time they were publicly opened and read; and

WHEREAS, four (4) bids were received (bid tabulation enclosed):

	Precision Seal Coating, Inc.	American Pavement Solutions, Inc.	Thunder Road, LLC	Fahrner Asphalt Sealers, LLC
Unit Price per Pound	\$1.58	\$1.61	\$1.68	\$2.55
Total Pounds	126,582	124,224	119,048	78,431

; and

WHEREAS, it is the recommendation of Village Engineer Lee Reibold and Public Works Director Joe Hoechst to award the bid to the lowest responsible bidder, Precision Sealcoating, Inc, for the unit price of \$1.58 per pound for a total of 126,582 pounds.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the 2026 Crack Sealing Program to **Precision Sealcoating, Inc., N6450 River Road, P.O. Box 24, Princeton, Wisconsin** in the contract amount of **\$1.58 per pound for 126,582 pounds** for the Village of Fox Crossing.

Adopted this 8th day of June, 2026

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



May 27, 2026

Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Re: Village of Fox Crossing
2026 Crack Seal Program
Letter of Recommendation
McM. No. F0057-09-26-00136-A

Dear Joe:

On May 19, 2026, bids were received for the 2026 Crack Seal Program. Four bids were received, ranging in price from \$1.58/lb. to \$2.55/lb. (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0057-09-26-00136-A to the low bidder, Precision Sealcoating, Inc., in the amount of \$1.58/lb., a total of 126,582 lbs., to not exceed the budget amount of \$200,000.

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

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

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "Lee R. Reibold", is written over a horizontal line.

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

LRR:car

Enclosures: Notice of Awards
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: PRECISION SEALCOATING, INC.
 N6450 River Road
 PO Box 24
 Princeton, WI 54968

Contract No. F0057-09-26-00136-A

Project: 2026 CRACK SEAL PROGRAM
 For The
 VILLAGE OF FOX CROSSING | Winnebago County, Wisconsin

You are notified that your Bid, dated May 5, 2026, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2026 Crack Seal Program for the Village of Fox Crossing, Winnebago County, Wisconsin.

The Total Bid Quantity for your Contract is One Hundred Twenty-Six Thousand Five Hundred Eighty-Two Pounds (126,582 lbs.).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

VILLAGE OF FOX CROSSING | Winnebago County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

OWNER: VILLAGE OF FOX CROSSING
Project Name: 2026 Crack Seal Program
Contract No. F0057-09-26-00136-A
Bid Date/Time: May 19, 2026 @ 10:00 a.m., local time
Project Manager: Lee Reibold, PE

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

PRECISION SEALCOATING, INC.
N6450 River Road
PO Box 24
Princeton, WI 54968

AMERICAN PAVEMENT SOLUTIONS, INC.
1455 Gruber Road
PO Box 13007
Green Bay, WI 54307-3007

THUNDER ROAD, LLC
W297S3549 Boettcher Road
Waukesha, WI 53189

FAHRNER ASPHALT SEALERS, LLC
316 Raemisch Road
Waunakee, WI 53597

Item	Budget	Unit	Description	Unit Price	Total Lbs	Unit Price	Total Lbs	Unit Price	Total Lbs	Unit Price	Total Lbs
1.	\$200,000	LB	Crack Seal Village of Fox Crossing Streets	\$1.58	126,582	\$1.61	124,224	\$1.68	119,048	\$2.55	78,431
Bid Security				Yes		Yes		Yes		Yes	

RES #260608-4

CHANGE ORDER #2 – 2026 ROAD RESURFACING PROGRAM TO INCLUDE THE AMERICAN DRIVE TRAIL PROJECT, THE KIPPENHAN PARK TRAIL PROJECT, AND PALISADES PARK SITE IMPROVEMENTS PROJECT

WHEREAS, on March 17, 2026, MCC, Inc. was awarded the 2026 Road Resurfacing Program to include the American Drive Trail Project, the Kippenhan Park Trail Project, and the Palisades Park Site Improvements Project (to include Supplement Bid #1 and Supplement Bid #2), in the amount of \$1,215,708.00; and

WHEREAS, on March 17, 2026, the Village Board approved Change Order #1 for a decrease in the amount of \$93,390.00 to remove Jacobsen Road (I-41 Overpass to the RR Overpass) from the list of roads to be resurfaced; and

WHEREAS, Change Order #2 consists of a decrease of \$25,164.20 for the following items:

Delete Northern Road (Stroebe Road to cul-de-sac)	(\$ 58,619.20)
Delete 30-inch Curb & Gutter Replacement (Mill Pond & Blackmoor)	(\$124,440.00)
Add Curb & Gutter Removal (4,315 lineal feet)	\$ 21,575.00
Add Curb & Gutter 30-inch (4,275 lineal feet)	\$ 94,050.00
Add Curb & Gutter 30-inch Hand Pour (40 lineal feet)	\$ 2,480.00
Add Remove & Replace 6-inch Concrete Driveway (4,600 square feet)	<u>\$ 39,790.00</u>
Total:	(\$ 25,164.20)

WHEREAS, Engineer Reibold and Public Works Director Hoechst recommend approving Change Order #2 for a net decrease in the amount of \$25,164.20, resulting in a total adjusted contract amount of \$1,097,153.80.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #2 for the 2026 Road Resurfacing Project to Include the American Drive Trail Project, the Kippenhan Park Trail Project, and the Palisades Park Site Improvements Project, for a decrease of \$25,164.20, resulting in an adjusted contract amount of \$1,097,153.80 for **MCC, Inc., 2600 N. Roemer Road, Appleton, Wisconsin.**

Adopted this 8th day of June, 2026

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



May 22, 2026

Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Re: Village of Fox Crossing
2026 Asphalt Street Resurfacing Program
Change Order #2
McM. No. F0057-09-26-00136-C

Enclosed herewith is Change Order #2 for the above referenced project. This change is a decrease in the Contract in the amount of \$25,164.20. The current Contract Price is \$1,097,153.80.

Please review and sign in the space provided. Return signed copy to our office, and we will distribute accordingly.

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

Respectfully,

McMahon Associates, Inc.

Lee Reibold /car

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

LRR:car

Enclosure: Change Order #2

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

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

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Contract No. F0057-09-26-00136-C
Project File No. F0057-09-26-00136-C
Change Order No. Two (2)
Issue Date: May 19, 2026
Project: Village of Fox Crossing 2026 Asphalt
Street Resurfacing Program

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

	(Item Description)	(Price)
2.1	DELETE Base Bid J – Northern Road (Stroebe Road to cul-de-sac)	- \$58,619.20
	ITEMS 2.2 THROUGH 2.7 ARE FOR WORK ALONG MILL POND LN & BLACKMOOR CIRCLE	
2.2	DELETE Base Bid Item F-5 – Miscellaneous 30-inch Mountable C&G Replacement	-\$62,220.00
2.3	DELETE Base Bid Item G-5 – Miscellaneous 30-inch Mountable C&G Replacement	-\$62,220.00
2.4	ADD Concrete Curb & Gutter Removal, 4,315 L.F. @ \$5.00 per L.F.	+\$21,575.00
2.5	ADD Concrete Curb & Gutter 30" Mountable, 4,275 L.F. @ \$22.00 per L.F.	+\$94,050.00
2.6	ADD Concrete Curb & Gutter 30" Mountable (Hand Pour), 40 L.F. @ \$62.00 per L.F.	+\$2,480.00
2.7	ADD Remove & Replace 6-inch Concrete Driveway, 4,600 S.F. @ \$8.65 per S.F.	+\$39,790.00
	TOTAL	- \$25,164.20

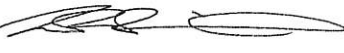
The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,222,318.00	- days
Adjustments Per This Change Order	- \$25,164.20	0 days
Current Contract Status	\$1,097,153.80	- days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
MCC, INC.
Appleton, Wisconsin

Authorized:
VILLAGE OF FOX CROSSING
Wisconsin

By: 
Date: May 19, 2026

By: 
Date: 5/22/26

By: _____
Date: _____

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

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



P.O. Box 1137
 2600 Roemer Road
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-380-9459

To:	Village Of Fox Crossing	Contact:	
Address:	Attn Finance Dept Neenah, WI 54956	Phone:	(920) 720-7106
CO Name:	Extra Concrete Pricing	Fax:	
Project Name:	Fox Crossing 2026 Asphalt Street Resurfacing Program	CO ID:	CO2
Project Location:	Fox Crossing, Fox Crossing, WI	CO Date:	3/17/2026 05/19/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Concrete Curb And Gutter Removal	4,315.00	LF	\$5.00	\$21,575.00
2	Concrete Curb And Gutter 30" Mountable	4,275.00	LF	\$22.00	\$94,050.00
3	30" Mountable Curb And Gutter Hand Pour	40.00	LF	\$62.00	\$2,480.00
4	Remove And Replace 6" Concrete Driveway	4,600.00	SF	\$8.65	\$39,790.00
5	Topsoil-Placing	4,275.00	LF	\$2.70	\$11,542.50

Base Bid Price Subtotal: \$157,895.00
~~\$169,437.50~~
Total Bid Price: \$157,895.00
~~\$169,437.50~~

Notes:

- Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.
- It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.
- Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.

Payment Terms:

Payment Terms: Payment Due Upon Completion

CONSTRUCTION LIEN

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CONTINGENCY

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

CREDIT

IF THE AMOUNT OF THIS CONTRACT IS NOT PAID IN ACCORDANCE WITH THE TERMS STATED THEREIN, A FINANCE CHARGE OF 1 1/2% PER MONTH SHALL BE CHARGED ON THE UNPAID BALANCE.

OWNER OR CONTRACTOR AGREES IF THIS CONTRACT IS NOT PAID AS AGREED, TO PAY ALL COLLECTION COSTS IN ADDITION TO THE FOREGOING, A REASONABLE ATTORNEY'S FEE OR IF SUIT SHALL BE BROUGHT TO COLLECT ANY PRINCIPAL OR INTEREST ON THIS CONTRACT. THE UNDERSIGNED PROMISES TO PAY IN ADDITION THE COURT COSTS PROVIDED BY LAW, A REASONABLE SUM AS ATTORNEY'S FEES. FOR VALUE RECEIVED EACH AND EVERY PARTY WHO SIGNS AND ENDORSES FOR OWNER OR CONTRACTOR OR BECOMES LIABLE EITHER NOW OR HEREAFTER FOR THE PAYMENT OF THIS CONTRACT SEVERALLY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OR NON-PAYMENT HEREOF. BINDS HIMSELF HEREON NOT-WITHSTANDING ANY EXTENSION THAT MAY BE MADE TO ANY PARTY LIABLE ON THIS NOTE. IF NOT PAID WHEN DUE, THEN THE ABOVE PROVISIONS CONCERNING ATTORNEY'S FEES SHALL BECOME APPLICABLE.

EXCAVATOR TO FURNISH AND INSTALL COMPACTED GRAVEL BASE WITHIN .1' (ONE-TENTH OF A FOOT) IN ALL ASPHALT AREAS.

CREDIT CARD

MCC WILL IMPOSE A SURCHARGE ON THE TRANSACTION AMOUNT FOR ANY PAYMENTS MADE BY CREDIT CARD, WHICH AMOUNT IS NOT GREATER THAN OUR COST OF ACCEPTANCE. WE DO NOT SURCHARGE DEBIT CARDS.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: MCC, INC.  Authorized Signature: Estimator: Ian Murphy (920) 749-3360 ian.murphy@murphyinc.org
---	---

RES #260608-5

**CHANGE ORDER #4 & FINAL – MARGEO NEIGHBORHOOD UTILITY
IMPROVEMENT PROJECT**

WHEREAS, on March 24, 2025, DeGroot, Inc. was awarded the Margeo Neighborhood Utility Improvement Project contract in the amount of \$3,211,378.96, and with a final construction completion date of October 31, 2025; and

WHEREAS, on March 24, 2025, the Village Board approved Change Order #1 for a net decrease of \$146,280.56 to remove a portion of the utility project to reduce overall costs for the project; and

WHEREAS, on October 27, 2025, the Village Board approved Change Order #2 to provide for a nineteen (19) day final construction completion date extension from October 31, 2025 to November 19, 2025; and

WHEREAS, on January 26, 2026, the Village Board approved Change Order #3 for a total net decrease in the amount of \$189,035.63 for Final Quantity Adjustments; and

WHEREAS, Change Order #4 consists of an increase in the amount of \$1,750.00 for the following item:

Rake/Clean up Gravel Runoffs of Village Installed Shoulders	<u>\$1,750.00</u>
Total:	\$1,750.00

WHEREAS, it is the recommendation of Engineer Zachary Laabs and Public Works Director Joe Hoechst to approve Change Order #4 & Final to DeGroot, Inc., for an increase of \$1,750.00, resulting in an adjusted contract amount of \$2,877,812.77.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #4 & Final for the Margeo Neighborhood Utility Improvement Project contract, for an increase of \$1,750.00, resulting in an adjusted contract amount of \$2,877,812.77, for **DeGroot, Inc., 4201 Champion Road, Green Bay, Wisconsin.**

Adopted this 8th day of June, 2026

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



May 19, 2026

De Groot, Inc.
4201 Champion Road
Green Bay, WI 54311

Re: Fox Crossing Utilities
Margeo Area Utility Construction
Change Order #4
McM. No. F0058-09-24-00562

Enclosed herewith is Change Order #4 for the above referenced project. This change is an increase to the Contract in the amount of \$1,750.00. The current Contract Price is \$2,877,812.77.

Please review and sign in the space provided. **Return signed copy to our office.** We will obtain the Owner's signature and distribute accordingly.

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

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to be "ZRL", with a long horizontal flourish extending to the right.

Zachary R. Laabs
Municipal & Civil Engineer

ZRL:car

Enclosure: Change Order #4



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

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

Contract No.	F0058-09-24-00562
Project File No.	F0058-09-24-00562
Change Order No.	Four (4)
Issue Date:	May 19, 2026
Project:	Fox Crossing Utilities Margeo Area Utility Construction

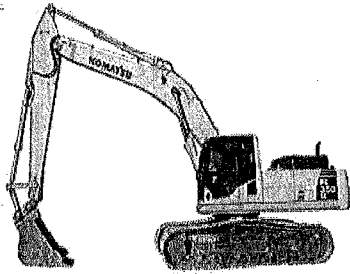
	(Item Description)	(Price)
4.1	Cost to Clean Up Gravel Runoffs Caused by City Installed Shoulders	+ \$1,750.00
	TOTAL	+ \$1,750.00

	CONTRACT PRICE	TIME
Prior To This Change Order	\$2,876,062.77	- days
Adjustments Per This Change Order	+ \$1,750.00	0 days
Current Contract Status	\$2,877,812.77	- days

Authorized:
FOX CROSSING UTILITIES
Wisconsin

By: _____
Date: _____

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



DE GROOT, INC.

4201 CHAMPION ROAD

GREEN BAY, WI 54311

PHONE: 920-866-2348

FAX: 920-866-2361

LABOR AND MATERIAL ESTIMATE SHEET

TO: *Zach @ McMahon*

JOB: *Fox X Margeo*

DATE: *May 15, 2026*

FROM: *Marty Jensen*

*Cost to clean up gravel runoffs caused by city installed
shoulders.*

\$1,750.00

** Work to be performed while finish landscaping is performed.
This is a one mobilization price. Will not be returning if more
issues come up from city installed shoulders.*

RES #260608-6

APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE NEENAH JOINT SCHOOL DISTRICT AND THE VILLAGE OF FOX CROSSING IN SUPPORT OF THE SCHOOL RESOURCE OFFICER (SRO) PROGRAM

WHEREAS, Neenah High School is located in the Village of Fox Crossing; and

WHEREAS, the Village and School District have come to an agreement on the placement of one (1) School Resource Officer (SRO) at the high school; and

WHEREAS, the agreement is memorialized in the attached Memorandum of Agreement Between the Neenah Joint School District and the Village of Fox Crossing in Support of the School Resource Officer (SRO) Program, as attached.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, to hereby approve the Memorandum of Agreement Between the Neenah Joint School District and the Village of Fox Crossing in Support of the School Resource Officer (SRO) Program, as attached.

Adopted this 8th day of June, 2026

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

MEMORANDUM AGREEMENT

between

Neenah Joint School District

and

Fox Crossing Police Department and Village of Fox Crossing

in support of the

SCHOOL RESOURCE OFFICER PROGRAM

The Neenah Joint School District (District), the Village of Fox Crossing Police (Department), and the Village of Fox Crossing (Village) enter into this Memorandum Agreement (MA or Agreement) in order to maintain a School Resource Officer (SRO) program in their respective venues.

1. PURPOSE OF THE AGREEMENT

The parties enter into this agreement for the purpose of supplying SROs to the District during the staff's working school year. The Agreement outlines governance, management, expectations, roles, and responsibilities for both parties to ensure the success of the SRO program.

2. DEFINITIONS

For purposes of this Agreement, the following terms have the definitions found under Section 118.125 of the Wisconsin Statutes.

- a. **Law Enforcement Agency** as defined under Sec.118.125(1)(be), Wis. Stats.
- b. **Law Enforcement Unit** as defined under Sec. 118.125(1)(bl), Wis. Stats.
- c. **Law Enforcement Unit Records** as defined under Sec. 118.125(1)(bs), Wis. Stats.
- d. **Pupil Records** as defined under Sec. 118.125(1)(d), Wis. Stats.
- e. **Record** as defined under Sec. 118.125(1)(e), Wis. Stats.

3. MISSION

The two-part mission of the Village's SRO program is to make all District schools safe and conducive to learning while fostering positive relations between Department employees and District staff and students.

4. PROGRAM GOALS

- a. Improve school safety for students and staff.
- b. Provide a school environment conducive to learning.
- c. Increase confidence and understanding between youth and police.
- d. Provide information about other resources to students, parents, and staff.

5. ROLE OF THE SCHOOL RESOURCE OFFICER

SROs are responsible for the majority of law enforcement activities occurring at the District's school during school hours but not general student discipline. A determination of whether an activity rises to the level of a law enforcement activity shall be made in consultation with a school administrator. Parents, students, teachers, and other school personnel should bring complaints about student misbehavior to the school principal or designee, rather than the SRO.

The SRO will generally perform duties in "plain clothes" rather than in a police uniform. The SRO will remain armed with a badge visible in this assignment. While enforcement is a role of SROs, alternatives to custodial arrest should be used whenever possible, and the arrest of students should be based on practical need. The SROs discretion to act remains the same as that of any other police officer.

The District and Department approve of body cameras by law enforcement officers on District property for ensuring safety on school property and responding to calls for service. Officers equipped with body-worn cameras in the schools shall follow Department policy.

SRO duties include:

- a. Maintain safe schools conducive to learning.
- b. De-escalate incidents with potential for violence.
- c. Enforce local ordinances and state law.
- d. Investigate crimes on school grounds.
- e. Investigate crimes off school grounds but reported by students.
- f. Provide input or assistance on school discipline issues.
- g. Intervene when any subject in the school presents a threat to safety.
- h. Assist in developing, maintaining, and training school safety plans.
- i. Provide classroom instruction as a representative of public safety.
- j. Respond to other District schools as needed and available.
- k. Attend special school events, including dances, sporting events, and assemblies as needed or desired.
- l. Participate in suspension/expulsion processes and hearings.
- m. Participate in school staff meetings as requested.
- n. Provide law enforcement information to students and staff.

6. ROLE OF THE DEPARTMENT

- a. Equip SROs with a squad, computer, and necessary policing equipment.
- b. Equip SROs with a body-worn video camera.
- c. Maintain all employer responsibilities (payroll, insurance, worker's compensation, etc.).
- d. Evaluate SRO performance.

- e. Maintain training, qualification, and certification of the SRO.
- f. Correct SRO performance/behavior, as necessary.
- g. Maintain all employee files of SROs.

7. ROLE OF THE DISTRICT

- a. Provide office space for the SRO.
- b. Provide access to student enrollment information.
- c. Allow building access through keys/keycards/codes.
- d. Maintain a primary role in school discipline issues.
- e. Cooperate with SRO investigations.
- f. Prepare and practice school safety plans.
- g. Reimburse the Village for SRO services pursuant to the provisions of this Agreement.
- h. Provide in-school leadership and guidance to SRO.
- i. Train each SRO in school policy, disciplinary processes, and organizational structure.

8. SHARED ROLES

- a. Participate in the process of selecting SROs.
- b. Provide regular input to define SRO tasks.
- c. Jointly resolve any issues or problems that arise within the program.
- d. Promote the program to students, parents, staff, and citizens in general.
- e. Agree upon final selection for SRO appointment.

9. ASSIGNMENT OF PERSONNEL

QUALIFICATIONS: The Department will establish minimum qualifications for the position of SRO with input from the District and the Village's Human Resources Department.

SELECTION: The Department will post for the position when a vacancy occurs. Eligible candidates will be interviewed by a panel made up of at least one member of the Department and at least one member of the District. Both parties will have input regarding the candidates. The final selection will be made jointly and announced by the Department.

DURATION OF ASSIGNMENT: Normal duration for assignment of an SRO is five (5) years, with an option to extend in one (1) year increments with the approval of the Department and District for exceptional circumstances.

SUBSTITUTION: The Department reserves the right to substitute police officers when the regularly scheduled SRO is not available for the program for absences of less than two weeks. For longer absences, the Department, in consultation with the District, will provide an interim SRO.

REMOVAL: The Department reserves the right to remove or re-assign any SRO immediately for personnel-related matters. A replacement will be made pursuant to either the "SELECTION" paragraph above or as otherwise mutually agreed upon by the parties.

10. SCHEDULE AND REPORTING

- a. **DAILY:** The District and Department agree that assigned SROs shall be available and present at the school(s) whenever school is in session.
- b. **OVERTIME:** No overtime will be paid for SRO time or other events where SRO/police coverage is deemed necessary.
- c. **SPECIAL EVENTS:** SROs may frequently be expected to attend special events at school or at other venues required by the District. SROs are expected to attend events as requested by the District when given advance notification. The SRO may solicit other police officers to attend the event in their place, typically from personnel in the Investigative Division or Patrol section of the Department.
- d. **VACATIONS:** The SRO is expected to work the same days as school staff, with few exceptions. The bulk of vacation time should be used during winter break, spring break, or during the summer.
- e. **SUMMER:** The SRO will normally be assigned to the Investigative Division during the summer break months and the SROs may use the majority of their vacation during the summer. The Department may occasionally assign the SRO to patrol or other duties during the summer to accommodate Department needs.
- f. **EXTENDED LEAVES:** In the case of extended leave for FMLA or other purposes, the Chief or Captain will assign, after consulting with the District, an interim SRO so as to provide coverage for all SRO hours.
- g. **SRO MEETINGS TO REVIEW PROGRAM INCLUDING CALL VOLUME/RESPONSE REVIEW:** District and Village agree to meet on or around January and May of each year to review the SRO program as well as specific call volume and responses. The conversation will also include anticipated needs in the future to ensure the proper staffing level of the SRO position.

11. SUPERVISION

Officers assigned to work in District schools as SROs will remain employees of the Village of Fox Crossing and continue to be governed by State Statutes, Village ordinances, as well as the applicable rules, directives, and policies of the Department. The Village will be responsible for the issuance of all payroll checks and benefit payments to those officers.

The SRO will be accountable to the Department's Investigative Division Lieutenant. However, while at the school, the SRO will be additionally accountable to the principal. The SRO is expected to cooperate with school officials, including administrators and faculty. The SRO will abide by school policy that is not in conflict with Department policy and respond to the requests of District officials. Any concerns about conflicting orders or requests outside the scope of this agreement should be brought to the attention of the Department's Investigative Division Lieutenant.

12. PERFORMANCE EVALUATIONS

Performance evaluations of SROs are the responsibility of the Department. The principal of Neenah High School will always be contacted for input during the preparation of the evaluation. The District and Department will not share their employee's performance evaluations with each other.

13. EXCHANGE OF INFORMATION

- a. The parties understand and agree that this Agreement, pursuant to 938.396(1)(c)4, authorizes the Department to routinely disclose information to the District as allowed by sections 938.396(1)(b)2 and (c)3 of the Wisconsin Statutes (relating to the confidential exchange of information between a law enforcement agency and officials of the public or private school attended by the juvenile). A District official who obtains information under this subdivision shall keep the information confidential as required under s. 118.125. Under this section, information may be shared at the request of the District Administrator, designee of a District Administrator, or on the Department's own initiative.
- b. Pursuant to 118.127, the District may disclose information from law enforcement officers' records obtained under s. 938.396(1)(c)3 only to persons employed by the District who are required by the Department under s. 115.28(7) to hold a license and to other District officials who have been determined by the school board to have legitimate educational interests, including safety interests, in that information. In addition, if that information relates to a pupil of the District, the District may also disclose that information to those employees of the District who have been designated by the school board to receive that information for the purpose of providing treatment programs for pupils enrolled in the District. The District may not use law enforcement officers' records obtained under s. 938.396(1)(c)3 as the sole basis for expelling or suspending a pupil or as the sole basis for taking any other disciplinary action against a pupil but may use law enforcement officers' records obtained under s. 938.396(1)(c)3 as the sole basis for taking action against a pupil under the District's Code of Conduct.
- c. Pursuant to Section 118.125(2)(d), the parties agree that the District shall make pupil records available to officers of the Department who have been individually designated by the District and assigned to the District and who have legitimate educational interests, including safety interests, in the pupil records.
- d. The parties agree that any disclosure of pupil records that are made by the District to Department officials, not covered by 118.125(2)(d), shall be made only, (1) to appropriate parties in connection with an emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual, (2) when the disclosure is for the purpose of providing services to a pupil involved in the Juvenile Justice System, (3) pursuant to a valid court order, or (4) as the law may otherwise permit.
- e. The parties also agree that in the event the District makes any disclosure of pupil records pursuant to this Agreement, the person to whom such records are disclosed will not disclose the records to any other person or party, except as permitted by law.

- f. Police recordings on District property are considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such records are obtained by the District pursuant to this Agreement or as otherwise authorized by Wisconsin law. If the District does obtain a police recording, it will be treated as a "behavioral record" and be maintained separately from a pupil's other pupil records.

14. REIMBURSEMENT OF COSTS

The parties will jointly assume the cost of the program.

The District will reimburse the Village one hundred percent (100%) of overtime for direct SRO services (i.e. extended shifts, special events, and other overtime as directed by the District), subject to the following:

- District will pay for 100% of overtime for pre-scheduled events and activities, such as athletic events, dances, conferences, and other special programs as determined by the District.
- Department will pay for 100% of all other overtime not listed above. This includes any overtime accrued after 4:00pm, before 7:30 am, or any other time not pre-scheduled by the District.

The District will reimburse the Village seventy-five percent (75%) of the following annual costs, for the Fifty-Two (52) weeks each year:

- a. Regular wages
- b. Holiday pay
- c. Health/dental insurance premiums
- d. Retirement
- e. Social Security/Medicare
- f. Workers' Compensation insurance

The District will **not** be responsible for any portion of the following costs:

- a. Overtime unrelated to program duties
- b. Firearms certification pay
- c. Life insurance
- d. Uniform allowance
- e. Dry cleaning allowance
- f. Training/conferences
- g. Tuition reimbursement
- h. Longevity & Professional Improvement Pay
- i. Other fringe benefits
- j. Policing equipment (uniforms, insignia, leather, defense/arrest tools, body armor, police radio, and all equipment unique to the role of patrol officer)
- k. Information Services fees
- l. Any costs associated with the SRO's police vehicle, phone, IT, or other equipment

The Department will administer and provide all benefits and salary for the school Resource officers. The Village of Fox Crossing Finance Department will submit an itemized invoice to the District quarterly for the reimbursements. All invoices will be due and payable within 30 days after receipt.

15. GOVERNING LAW

The laws of the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

16. INDEMNIFICATION

The District and the Village, having determined the SRO program is essential to the safe operation of their schools, agree both the District and the Village will fully indemnify SROs when proceeded against in their official capacities, or individually, because of acts committed while performing the duties of SRO within the District. Both the District and the Village agree they will maintain sufficient insurance coverage to pay for any judgments for acts committed while performing duties of an SRO under the provisions of section 895.46 of the Wisconsin Statutes.

In addition, both the District and the Village agree to indemnify and hold harmless the other from and against any and all claims, damages, causes of action, and demands for their respective actions or inactions taken in the performance of the SRO program.

17. INSURANCE

The Department, through the Village, shall provide the following insurance and it shall remain in force during the term of the Agreement:

- a. **General Liability Policy** with a minimum policy of \$1,000,000
- b. **Full Auto Coverage** for any vehicle operated by the SRO program officer
- c. **Workers Compensation Insurance** as required by the State of Wisconsin

18. CONFLICT RESOLUTION

Unforeseen conflicts or questions will be resolved by negotiation between the Superintendent of the Neenah Joint School District and the Village of Fox Crossing Chief of Police, or their respective designees.

19. AGREEMENT DURATION

The Agreement shall be a three (3) year agreement, effective July 1, 2026 and ending June 30, 2029.

FOR the VILLAGE OF FOX CROSSING and NEENAH JOINT SCHOOL DISTRICT

Dr. Steve J. Harrison, District Administrator

Date

Dale A. Youngquist, Village President

Date

DRAFT

RES #260608-7

APPROVE REINSTATEMENT AND FIRST AMENDMENT TO WATER TOWER SPACE LEASE AGREEMENT FOR TOWER #1 LOCATED AT 1665 UNIVERSITY DRIVE

WHEREAS, on September 13, 2000, the Village of Fox Crossing (Town of Menasha) entered into a twenty-five (25) year Water Tower Space Lease Agreement with Alamosa Wisconsin Limited Partnership authorizing Alamosa Wisconsin Limited Partnership to install cell antennae and related equipment on Water Tower #1 located at 1665 University Drive in Fox Crossing; and

WHEREAS, in 2006 Sprint Corporation assumed the terms of the agreement from Alamosa Wisconsin Limited Partnership; and

WHEREAS, in 2020, T-Mobile USA, Inc. assumed the terms of the agreement from Sprint Corporation; and

WHEREAS, the original agreement expired in August 2025; and

WHEREAS, the Village and T-Mobile USA, Inc. have negotiated terms to reinstate and amend the original Water Tower Space Lease Agreement, as attached.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, to hereby approve the Reinstatement and First Amendment to Water Tower Space Lease Agreement, as attached.

Adopted this 8th day of June, 2026

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

REINSTATEMENT AND FIRST AMENDMENT TO WATER TOWER SPACE LEASE AGREEMENT

This Reinstatement and First Amendment to Water Tower Space Lease Agreement (the “**Reinstatement and First Amendment**”) is effective on the date of the last signature (the “**Effective Date**”) by the Village of Fox Crossing, a Wisconsin municipal corporation (“**Lessor**”), and T-Mobile Central LLC, a Delaware limited liability company (“**Lessee**”).

Lessor and Lessee (or their predecessors-in-interest) entered into a Water Tower Space Lease Agreement dated September 13, 2000, (the “**Lease**”) regarding the leased space (“**Premises**”) located at 1665 University Drive, Menasha, WI 54952 (“**Property**”).

The Lease expired on or about August 31, 2025, since which time Lessee has continued to make all required payments and has remained on the Property, under the terms of the Lease with Lessor’s permission.

Lessor and Lessee now agree as follows:

1. The Lease is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the Lease never expired. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. Lessee is granted five (5) additional five (5) year terms, (each a “**Renewal Term**”), beginning on September 1, 2025.
3. Rent will be Three Thousand and 00/100 Dollars (\$3,000.00) per month beginning on September 1, 2025. Within thirty (30) days of this Reinstatement and First Amendment, Lessee shall make a one-time payment for unpaid amounts accruing since September 1, 2025. Notwithstanding anything to the contrary in this Reinstatement and First Amendment, all provisions concerning termination contained within Section 11.11 of the Lease remain effective.
4. As of the Effective Date of this Reinstatement and First Amendment, the escalation set forth in the lease shall terminate. Beginning on September 1, 2030, Rent will escalate by fifteen percent (15%) and at the beginning of each subsequent Renewal Term.
5. Lessor may terminate this Lease on six-months’ notice if Lessor decides to remove the Water Tower altogether.
6. If temporary displacement of Lessee’s Equipment is necessary to accommodate Lessor’s Water Tower maintenance or painting, Lessee shall comply with any instructions provided by Lessor’s engineer, including, but not limited to, temporary removal and replacement of Lessee’s Equipment, at Lessee’s sole cost and expense. Lessor shall make available to Lessee nearby land to accommodate temporary replacement Equipment (commonly referred to as a “Cell on Wheels”).

7. Lessee may not assign the Lease or sublease to another company without providing Lessor with written notice.
8. Lessee and Lessor will cooperate with each other's requests to approve permit applications and other documents related to the Premises. Prior to any modification or replacement of Lessee's Equipment, Lessee must send proposed engineering plans to Lessor for review and approval by Lessor's engineers, which approval shall not be unreasonably withheld, conditioned, or delayed. Lessee shall reimburse Lessor up to \$2,000.00 for its engineering review costs within thirty (30) days of receipt of invoice.
9. Lessor may bill Lessee for any charges related to the Lease besides Rent within twelve (12) months of incurring the cost or the charges are waived.
10. The current notice addresses for the Lessor and Lessee:

If to Lessor:

Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
ML15AL106/ML84255A

11. The terms of this Reinstatement and First Amendment will control if any provisions conflict with the Lease, otherwise, all other Lease terms will remain in full force and effect. Capitalized terms used but not defined in this Reinstatement and First Amendment will have the same meanings as in the Lease.
12. Lessor and Lessee represent that they have the authority to sign this Reinstatement and First Amendment and have obtained any needed third-party consents to do so.

Lessor:

Village of Fox Crossing, a Wisconsin municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

T-Mobile Central LLC, a Delaware limited liability company

DocuSigned by:
By: 
035ED204DFAB4B0...

Print Name: Elisabeth Boyer

Title: Sr. Manager, Procurement

Date: 5/28/2026



RES #260608-8

REAPPOINTMENT OF PARK COMMISSION MEMBER – SUNEER PATEL

WHEREAS, Park Commissioner Suneer Patel's current term on the Fox Crossing Park Commission expires on June 30, 2026; and

WHEREAS, it is the recommendation of the Village President to reappoint Suneer Patel to the Park Commission for a three-year term commencing July 1, 2026 and expiring June 30, 2029; and

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

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the reappointment of Suneer Patel to the Park Commission for a three-year term commencing July 1, 2026 and expiring June 30, 2029.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-9

REAPPOINTMENT OF PARK COMMISSION MEMBER – MATTHEW WERNER

WHEREAS, Park Commissioner Matthew Werner's current term on the Fox Crossing Park Commission expires on June 30, 2026; and

WHEREAS, it is the recommendation of the Village President to reappoint Matthew Werner to the Park Commission for a three-year term commencing July 1, 2026 and expiring June 30, 2029; and

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

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the reappointment of Matthew Werner to the Park Commission for a three-year term commencing July 1, 2026 and expiring June 30, 2029.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-10

APPOINTMENT OF PARK COMMISSION MEMBER – LACIE CALLAN

WHEREAS, after seven (7) years of service on the Village of Fox Crossing Park Commission, including three (3) years serving as President of the Park Commission (and numerous years of serving as a volunteer in the Parks), Park Commissioner Jim Beson is retiring at the end of his term ending June 30, 2026; and

WHEREAS, Village President Youngquist nominates Lacie Callan for appointment to a three (3) year term to the Park Commission commencing July 1, 2026 and expiring June 30, 2029; and

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

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the appointment of Lacie Callan to the Park Commission for a three (3) year term commencing July 1, 2026 and expiring June 30, 2029.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-11

REAPPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – SUSAN GARCIA-FRANZ

WHEREAS, the term of Sustainability Committee member Susan Garcia-Franz expires on June 30, 2026; and

WHEREAS, the Village President has recommended the reappointment of Susan Garcia-Franz to the Sustainability Committee for a two (2) year term, commencing July 1, 2026 and expiring June 30, 2028.

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the reappointment of Susan Garcia-Franz to the Sustainability Committee for a two (2) year term, commencing on July 1, 2026 and expiring June 30, 2028.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-12

REAPPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – MEGAN HOREJS

WHEREAS, the term of Sustainability Committee member Megan Horejs expires on June 30, 2026; and

WHEREAS, the Village President has recommended the reappointment of Megan Horejs to the Sustainability Committee for a two (2) year term, commencing July 1, 2026 and expiring June 30, 2028.

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the reappointment of Megan Horejs to the Sustainability Committee for a two (2) year term, commencing on July 1, 2026 and expiring June 30, 2028.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-13

REAPPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – THOMAS WILLECKE

WHEREAS, the term of Sustainability Committee member Thomas Willecke expires on June 30, 2026; and

WHEREAS, the Village President has recommended the reappointment of Thomas Willecke to the Sustainability Committee for a two (2) year term, commencing July 1, 2026 and expiring June 30, 2028.

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the reappointment of Thomas Willecke to the Sustainability Committee for a two (2) year term, commencing on July 1, 2026 and expiring June 30, 2028.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-14

APPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – DEVIN MALLO

WHEREAS, a vacancy exists in the Village of Fox Crossing Sustainability Committee with a term beginning July 1, 2026 and ending June 30, 2028; and

WHEREAS, the Village President has recommended the appointment of Devin Mallo to the Sustainability Committee for a two (2) year term, commencing July 1, 2026 and expiring June 30, 2028; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the appointment of Devin Mallo to the Sustainability Committee for a two (2) year term, commencing July 1, 2026 and expiring June 30, 2028.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-15

APPOINTMENT OF SUSTAINABILITY COMMITTEE MEMBER – MICHELLE MAHLIK

WHEREAS, a vacancy exists in the Village of Fox Crossing Sustainability Committee for the remainder of a two (2) year term that began July 1, 2025 and ends June 30, 2027; and

WHEREAS, the Village President has recommended the appointment of Michelle Mahlik to the Sustainability Committee for the remainder of a two (2) year term that began July 1, 2025 and expires June 30, 2027; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the appointment of Michelle Mahlik to the Sustainability Committee for the remainder of a two (2) year term that began July 1, 2025 and expires June 30, 2027.

Adopted this 8th day of June, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-16

**ANNUAL ALCOHOL BEVERAGE LICENSE APPLICATIONS FOR THE TERM
JULY 1, 2026 – JUNE 30, 2027**

WHEREAS, the following alcohol beverage license applicants have made proper application with the Village Clerk's Office for the licensing term beginning July 1, 2026 through June 30, 2027, and the proper fees have been paid and receipted; and

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

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

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

WHEREAS, the Village Clerk submits the following license renewal applications for approval:

CLASS "A" FERMENTED MALT

El Folklore Mexicano LLC d/b/a Tienda Mexicana El Folklore, 1008 Appleton Road; Ranferi Vargas Enriquez, Agent
Quinto Sol 2, LLC d/b/a Quinto Sol 2 Supermarket, 135 W. Calumet Street; Alexandro Mosqueda-Lopez, Agent

CLASS "A" FERMENTED MALT & "CLASS A" LIQUOR

670 Green Bay Rd Inc. d/b/a Pride of Neenah, 670 N. Green Bay Road; Cesar Franco, Agent
AV Foodmart Inc. d/b/a A.V. Food Mart, 975 Racine Road; Parmjit Singh; Agent
Gandaki Marketing LLC d/b/a Good to Go Menasha, 2005 S. Oneida Street; Tuk P. Regmi, Agent
Kwik Trip, Inc. d/b/a Kwik Trip #883, 1400 West American Drive; William E. Rank, Agent
Menasha Gas, Inc. d/b/a Menasha Gas, 901 Appleton Road; Satnam Gill, Agent
Niemuth's South Side Market, LLC d/b/a Niemuth's Southside Market, 2121 S. Oneida Street; Wesley Karcheski, Agent
True North Energy, LLC d/b/a True North Energy, LLC, 1370 Jacobsen Road; Michelle Knox, Agent

CLASS "B" FERMENTED MALT

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

CLASS "B" FERMENTED MALT & "CLASS B" LIQUOR

Dick's Wheel Inn Inc. d/b/a Dick's Wheel Inn, 1105 Appleton Road; Scott D. Pataska, Agent
George's Steak House, Inc. d/b/a George's Steak House, 2208 S. Memorial Drive; Bradley C. Quimby, Agent
Michiels Menasha Inn, Inc. d/b/a Michiels Bar & Grill, 1100 Appleton Road; Jennifer J. Michiels, Agent
Sanjim Inc. d/b/a Saint James Cocktail Lounge, 1525 W. American Drive; Michelle L. Kersten, Agent

RESERVE "CLASS B" LIQUOR & CLASS "B" FERMENTED MALT

Cinderella21, LLC d/b/a Rella, 1151 Valley Road; Kimberly A. Halbach, Agent
DGK Holdings LLC d/b/a Jay's Nest, 726 Valley Road; David G. Korth, Agent
DYNI, Inc. d/b/a Stuc's Pizza, 1350 W. American Drive Suite F, Jason D. Beatty, Agent

Fox Crossings Hotel Group, LLC d/b/a Wissota Chophouse, 1465 Bryce Drive; Stephanie Brooks, Agent

JSBerman LLC d/b/a Prime Time Bar and Grill, 1150 Valley Road, Joshua M. Berman, Agent

Lisa's Cooking LLC d/b/a Blossom Café & Bar, 236 W. Calumet Street, Suite 2, Kue Vang, Agent

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the licenses are hereby granted to the above applicants for the licensing period of July 1, 2026 through June 30, 2027.

Adopted this 8th day of June, 2026.

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

RES #260608-17

**ANNUAL BEER GARDEN LICENSE APPLICATIONS FOR THE TERM JULY 1, 2026
– JUNE 30, 2027**

WHEREAS, the annual Beer Garden License applicants listed below have made proper application with the Village Clerk's Office for the licensing term beginning July 1, 2026 through June 30, 2027, and the proper fees have been paid and receipted; and

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

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

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

WHEREAS, the Village Clerk submits the following license renewal applications for approval:

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

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees that the Beer Garden Licenses are hereby granted to the above applicants for the licensing period of July 1, 2026 through June 30, 2027.

Adopted this 8th day of June, 2026.

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

RES #260608-18

**ANNUAL MECHANICAL AMUSEMENT LICENSE APPLICATIONS FOR THE TERM
JULY 1, 2026 – JUNE 30, 2027**

WHEREAS, the annual Mechanical Amusement License applicants listed below have made proper application with the Village Clerk's Office for the licensing term beginning July 1, 2026 through June 30, 2027, and the proper fees have been paid and receipted; and

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

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

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

WHEREAS, the Village Clerk submits the following license renewal applications for approval:

Dick's Wheel Inn, 1105 Appleton Road
Holidays Pub & Grill, 1395 West American Drive, Suite B
Michiels Bar & Grill, 1100 Appleton Road
Prime Time Bar and Grill, 1150 Valley Road
Rella, 1151 Valley Road
Tom's Drive In, 1395 W. American Drive, Suite A
Stuc's Pizza, 1350 W. American Drive Ste. F

NOW, THEREFORE, BE IT RESOLVED, the Village Board of Trustees hereby grants annual Mechanical Amusement Licenses to the above applicants for the licensing period of July 1, 2026 through June 30, 2027.

Adopted this 8th day of June, 2026

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

RES #260608-19

**ANNUAL CIGARETTE, ELECTRONIC VAPING DEVICE, AND TOBACCO LICENSE
APPLICATIONS FOR THE TERM JULY 1, 2026 – JUNE 30, 2027**

WHEREAS, the following cigarette, tobacco, and electronic vaping device license applicants have made proper application with the Village Clerk's Office for the licensing term beginning July 1, 2026 through June 30, 2027, and the proper fees have been paid and receipted; and

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

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

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

WHEREAS, the Village Clerk submits the following license renewal applications for approval:

670 Green Bay Rd Inc. d/b/a Pride of Neenah, 670 N. Green Bay Road; Cesar Franco, Agent
AV Foodmart Inc. d/b/a A.V. Food Mart, 975 Racine Road; Virender Singh; Agent
The E-Cig Store LLC d/b/a E-Cig Store, 2575 S. Memorial Drive Ste 101; Khrist Fischer, Agent
Eldorados Retail Inc. d/b/a Eldorado's Adult Party Store, 2545 S. Memorial Dr.; Mark Wilson, Agent
Gandaki Marketing LLC d/b/a Good to Go Menasha, 2005 S. Oneida Street; Tuk P. Regmi, Agent
Kwik Trip, Inc. d/b/a Kwik Trip #883, 1400 West American Drive; William E. Rank, Agent
Menasha Gas, Inc. d/b/a Menasha Gas, 901 Appleton Road; Satnam Gill, Agent
True North Energy, LLC d/b/a True North Energy, LLC, 1370 Jacobsen Rd.; Michelle Knox, Agent

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the licenses are hereby granted to the above applicants for the licensing period of July 1, 2026 through June 30, 2027.

Adopted this 8th day of June, 2026.

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

RES #260608-20

**ANNUAL MASSAGE ESTABLISHMENT LICENSE APPLICATIONS FOR THE TERM
JULY 1, 2026 – JUNE 30, 2027**

WHEREAS, the following massage establishment license applicants have made proper application with the Village Clerk's Office for the licensing term beginning July 1, 2026 through June 30, 2027, and the proper fees have been paid and receipted; and

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

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

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

WHEREAS, the Village Clerk submits the following license renewal applications for approval:

Evergreen Foot Spa, LLC d/b/a Evergreen Foot Spa, 2575 S. Memorial Dr. Ste 105; Siyan Fan, Agent
Aperio, LLC d/b/a Aperio MFR, 511 Harbor Light Ct.; Deborah Tomasi, Agent

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the licenses are hereby granted to the above applicants for the licensing period of July 1, 2026 through June 30, 2027.

Adopted this 8th day of June, 2026.

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

RES #260608-21

**SPECIAL EVENT LICENSE FOR HOLIDAYS PUB & GRILL CORNHOLE
TOURNAMENT HELD JUNE 20, 2026**

WHEREAS, Carrie Steger, Director of Events for Holidays Pub & Grill, has submitted a Special Event License application to hold a Cornhole Tournament; and

WHEREAS, this event will be held in the Village of Fox Crossing by Holidays Pub & Grill on Saturday, June 20, 2026, from 12:00 p.m. to 7:00 p.m.; and

WHEREAS, all required fees will be paid and receipted, and proof of liability insurance will be on file for the event; and

WHEREAS, approval of this Special Event License has been reviewed and approved by the Police Chief and Fire Chief, or their designees, to ensure appropriate public safety measures are in place.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the Special Event License for Holidays Pub & Grill, to be held on Saturday, June 20, 2026.

Approved this 8th day of June, 2026

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

From: [Fox Crossing](#)
To: [Clerks Office](#)
Subject: Special Event License Application Form submitted on Fox Crossing
Date: Thursday, May 14, 2026 3:38:16 PM

[Download PDF](#)

Organization Sponsoring Event	Holidays Pub and Grill
Address of Event Location	1395 W. American Drive Neenah, WI 54956
Organization Agent/Manager	Carrie Steger
Phone	920.277.7844
Event Name	Cornhole Tournament
Event Date	June 20, 2026
Start Time	12:00 PM
End Time	7:00 PM
Event Details (explanation of event):	Cornhole Tournament to help raise money for Wilson Haus Animal Rescue
Will the event be held outside?	Yes
Will tents need to be erected?	No
Will a generator be used for electrical supply?	No
Will there be sufficient restroom facilities available? (including business restrooms, port-o-lets, etc.)	Yes
Will there be live entertainment?	No
Will there be sufficient access for persons with disabilities?	Yes
Will the event include vendor sales?	No
Will there be alcohol sold, served, and/or consumed within the event area? (If so, barricading or bracelets will be required.)	Yes
Will all parking be on-site?	Yes
Will there be food for sale that is cooked onsite? (Winnebago County Health Department approval will be required)	No

Is this event being advertised or marketed on a regional basis? (radio, TV, newspaper, flyers, etc.)

Yes

Licensee Name

Carrie Steger

Licensee Date of Birth

May 22, 1972

Licensee Phone

920.277.7844

Licensee Email

carries@holidayspub.com

Licensee Address

501 N Richmond Street
501 N Richmond street
Appleton, WI 54914

Signature



Date

May 5, 2026

FOX CROSSING
R E P R I N T

*** CUSTOMER RECEIPT ***

Oper: POS Type: OC Drawer: 1
Date: 5/26/26 01 Receipt no: 18833

Description	Quantity	Amount
AL LICENSE - AMUSEMENT	1.00	\$150.00
Trans number:		1132350

G/L account number:	
10151004400102	
SPECIAL EVENT LICENSE	
AA MISCELLANEOUS ENTRY	
1.00	\$150.00
Trans number:	1132351

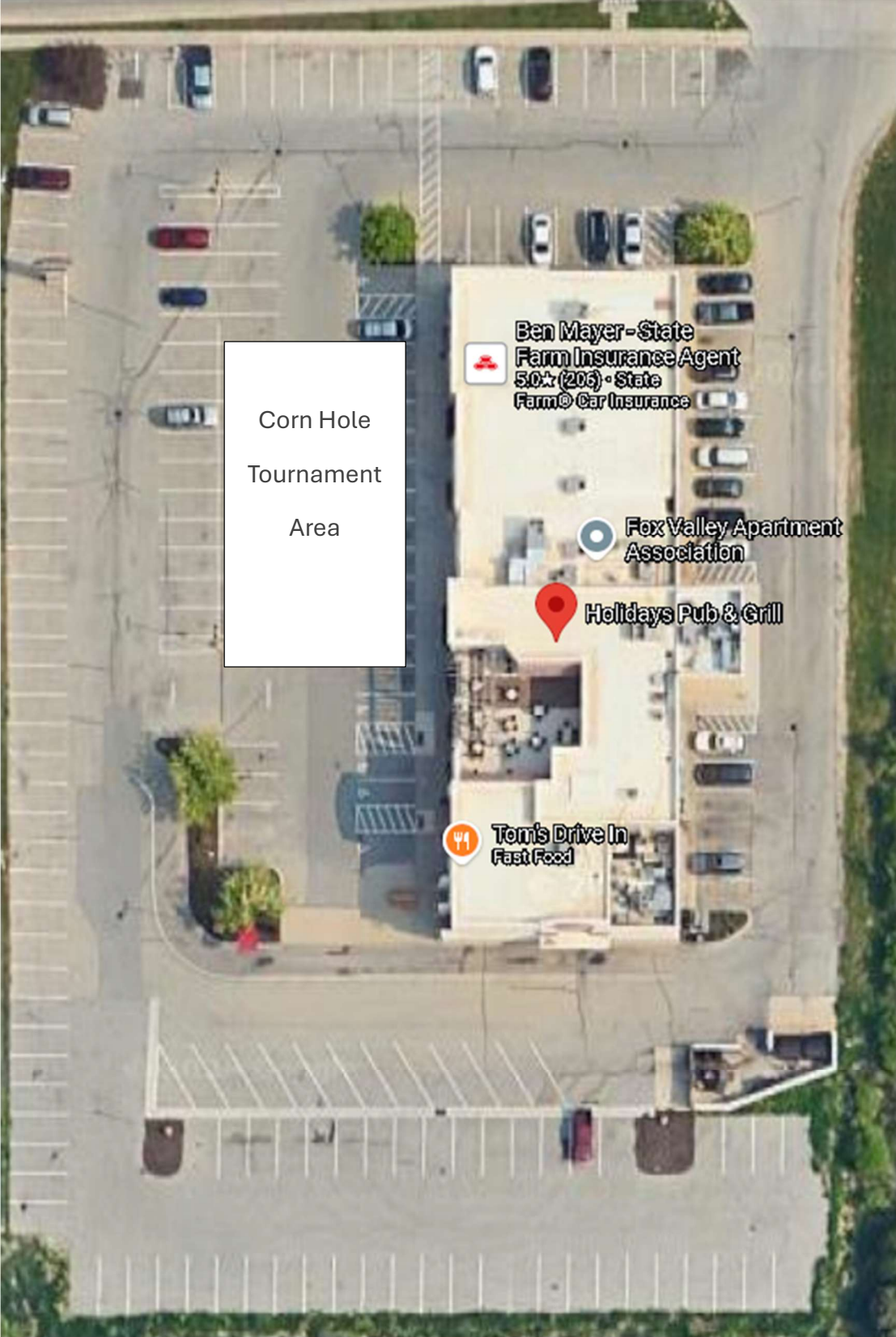
G/L account number:
80200002610600
SPECIAL EVENT ESCROW

TOMSONS OF APPLETON INC
501 N WESTHILL BLVD
APPLETON, WI 54914

Tender detail		
CK CHECK	524221	\$300.00
Total tendered		\$300.00
Total payment		\$300.00

Trans date: 5/27/26 Time: 12:32:28

*** THANK YOU FOR YOUR PAYMENT ***



Corn Hole
Tournament
Area



Ben Mayer - State
Farm Insurance Agent
5.0★ (206) • State
Farm® Car Insurance



Fox Valley Apartment
Association



Holidays Pub & Grill



Tom's Drive In
Fast Food

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R&R Insurance Services, Inc. P.O. Box 1610 Waukesha, WI 53187-1610	CONTACT NAME: R&R Certificate Team	
	PHONE (A/C, No, Ext): (262)574-7000	FAX (A/C, No): (262)953-1306
INSURED Tomsons of Appleton Inc, DBA: Toms Drive... 501 N Westhill Blvd Appleton, WI 54914-5780	E-MAIL ADDRESS: clcertificates@rrins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Society Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 15261		

COVERAGES

CERTIFICATE NUMBER: 800621

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			BP10043814	09-14-2025	09-14-2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☒ OTHER: Blanket Addtl Insured							\$
A	AUTOMOBILE LIABILITY			CA10043818	09-14-2025	09-14-2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB			Cont. on Ac CU10043819	09-14-2025	09-14-2026	EACH OCCURRENCE	\$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED	RETENTION \$					☒ PER STATUTE ☐ OTH-ER	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC10043817	09-14-2025	09-14-2026	E.L. EACH ACCIDENT	\$ 100,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y	N/A				E.L. DISEASE - POLICY LIMIT	\$ 500,000
							Per Occurrence/Aggregate	1,000,000
A	Liquor Liability			LL10043816	09-14-2025	09-14-2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured: Tomsons of Appleton Inc, DBA: Toms Drive In
Village of Fox Crossing is included as an additional insured for General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2025/12)

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ADDITIONAL REMARKS SCHEDULE

AGENCY R&R Insurance Services, Inc.		NAMED INSURED Tomsons of Appleton Inc, DBA: Toms Drive...	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAICCODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER :		INSURER :	
INSURER :		INSURER :	
INSURER :		INSURER :	

A	TYPE OF INSURANCE	AI	POLICY EFF	Excess Liquor Liability Limit Per Occurrence	\$5,000,000
	Umbrella/Excess Liability	☐	09-14-2025	Excess Liquor Liability Aggregate Limit	\$5,000,000
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐	09-14-2026		\$
	CU10043819				

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$

	TYPE OF INSURANCE	AI	POLICY EFF		\$
		☐			\$
		WOS	POLICY EXP		\$
	POLICY NUMBER	☐			\$

09/14/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

- a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or

- b. "Personal and advertising injury";
caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

B. The insurance afforded to such additional insured described in Paragraph A. of this endorsement:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or agreement described in Paragraph A.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

RES #260608-22

OPERATOR LICENSE APPLICANTS

WHEREAS, the operator license applicants for the upcoming two-year term, listed below, have made proper application with the Village Clerk's Office; and

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

Mary Hauser – Approved
Sharon Ambrosius – Approved
Emma Bengel – Approved
Sheryl Derouso – Approved
Tyler Reindl – Approved
Michelle Libert – Approved
Isabella Peterman – Approved
Coral Rosengren – Approved
Garrett Peterson – Approved
Joseph Lontcoski – Approved
Mariah Barden – Approved
Andrew Peterson – Approved
Kim Wienandt – Approved
Zoe Pelot – Approved
Kara Rendell – Approved
Megan Wallace – Approved
Tuesday Coon – Approved
Katherine Stieg – Approved
Lori Akstulewicz – Approved
Tami Mathes – Approved
Tara Kastner – Approved
Angela Schaffer – Approved
Laurie Tucker – Approved
Angela Stuckrath – Approved
Sarah Fulmer – Approved
Kimberli Jo Dorsey – Approved
Cassidy Robertson – Approved
Jennifer Passehl – Approved
Kayla Weiss – Approved
Guadalupe Flores – Approved
Jena Snodgrass – Approved
Tamie Koziczkowski – Approved
Van Stippen, Shayla – Approved
Hoerth, Austin – Approved
Guidry, Jada – Approved
Shah, Kanchan – Approved
Sprister, Emily – Approved

Lisa Gilmore – Approved
Melissa Poulsen – Approved
Stephanie Buchanan – Approved
Sarah Kempen – Approved
Emily Smith – Approved
Becky Geiger – Approved
Darien Reimer – Approved
Carrie Szprejda – Approved
Tina Paalman – Approved
Tammy Lorbiecki – Approved
Madison Satterfield – Approved
Renee Thiede – Approved
Susanne Holtz – Approved
Anthony Clementi – Approved
Rena Winkler – Approved
Elizabeth Tyson – Approved
Nancy Ohst – Approved
Kimberley Peterson – Approved
Alexis Ross – Approved
Rajwant Mann – Approved
Mya Hayden – Approved
Crystal Thorpe – Approved
Sophia Stewart – Approved
Myrajolly Herman – Approved
Gina Morasca – Approved
Eric Schultz – Approved
Jamie Taylor – Approved
Ashley Beatty – Approved
Amanda Ertmer – Approved
Sarah Saari – Approved
Jacquelyn Viehman – Approved
Hurley, Tammy – Approved
Williams, Crystal – Approved
Buck, Christie – Approved
Secor, Tyson – Approved
Gautam, Sudhir – Approved
Randt, Andrea – Approved

Landskron, Melissa – Approved
Neeley, Victoriana – Approved
Butterfield, Ally – Approved

Schmitz, Christina – Approved
Barlament, Thomas – 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, 2026 - June 30, 2028.

Adopted this 8th day of June, 2026

Requested by: Tim Callan, Police Chief & Chantel M. Jaenke, Village Clerk
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260608-23

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,851,819.62

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

Pending:	
General Fund	\$ 79,372.39
Special Revenue Fund	\$ 2,191.40
Debt Fund	\$ -
Capital Projects Fund	\$ 338,017.34
Water Fund	\$ 401,598.71
Sewer Fund	\$ 16,313.80
Stormwater Fund	\$ 77,711.32
Trust & Agency Fund	\$ -
Special Processed Payments	\$ 936,614.66
Total:	<u><u>\$ 1,851,819.62</u></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 8th day of June, 2026.

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: June 2, 2026
For Village Board Meeting of: June 8, 2026

REGULAR PROCESSED CHECKS		AMOUNT
General Fund		\$79,372.39
Special Revenue Funds		\$2,191.40
Debt Fund		\$0.00
Capital Projects Fund		\$338,017.34
Water Fund		\$401,598.71
Sewer Fund		\$16,313.80
Stormwater Fund		\$77,711.32
Trust & Agency Fund		\$0.00
Total Bills for		June 8, 2026
		<u>\$915,204.96</u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	5/13-6/2/2026	**See Attached Listing**	\$339,364.16
ACH	Employee Benefits Corp	5/21-5/29/2026	Flex Spending Claims	\$2,708.15
ACH	TVRP	5/21/2026	Suspension Fees	\$9.00
ACH	Paymentus	5/15/2026	CC Fees	\$2,994.86
ACH	WI Retirement	5/19/2026	Retirement	\$100,874.28
ACH	ETF	5/19/2026	Medical Ins	\$187,825.86
ACH	North Shore	5/21/2026	Deferred Comp	\$1,350.00
ACH	Empower	5/21/2026	Deferred Comp	\$9,776.73
56938-56940	Payroll	5/21/2026	Payroll	\$4,379.86
56925	Payroll	5/21/2026	Payroll	\$137.29
ACH	Payroll	5/21/2026	Payroll	\$203,092.71
ACH	Payroll	5/21/2026	Taxes	\$84,101.76
Total Special Processed Payments				<u><u>\$936,614.66</u></u>
GRAND TOTAL				<u><u>\$1,851,819.62</u></u>