

# MEMO

**Date:** January 12, 2018  
**To:** Village Planning Commission Members  
**From:** Village Staff  
**RE:** New Business Item 1 - TID No. 1 Territory Amendment Project Plan and Boundary

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Attached to this memo are the Project Plan and Boundary for the TID No. 1 Territory Amendment and a draft of the Developer's Agreement. The amended Project Plan highlights the amendments only and simply states "no change" where no changes were necessary from the original. The Planning Commission is acting on the Project Plan and Boundary. The Developer's Agreement is attached for reference only. The Developer's Agreement and the amended Project Plan and Boundary will go to the Village Board for approval on January 22<sup>nd</sup>. Then on January 26th, the TID amendment will go to the Joint Review Board for final approval.

Below are summary points compiled by Manager Sturgell.

## DEVELOPER AGREEMENT & TID #1 AMENDMENT TALKING POINTS

1. The Developer, Fox Crossing Hotel Group, LLC, desires to construct a new Cobblestone hotel within the Village of Fox Crossing, hosting approximately sixty (60) guest rooms, and housing a steakhouse restaurant.
2. Developer warrants and represents to the Village that the Project will contain at least 36,800 square feet of space and that the total development costs (real estate and construction) expended on the Project will be not less than \$5,000,000.
3. Developer anticipates that construction of the Project will commence in the spring of 2018 and that the Project will be completed on or about December 31, 2018. However, the Developer will have until December 31, 2019 to complete the project to qualify for the developer incentive from the Village.
4. Developer warrants and represents to the Village that "but for" the developer incentive being provided by the Village that the Developer would not proceed with the Project.
5. The Village will provide a development investment in an amount equal to the lesser of:
  - a) Seven-Hundred Fifty Thousand Dollars (\$750,000); or
  - b) Ten percent (10%) of the equalized value growth (from January 1 of the year the project is first fully assessed, minus the base value of the property on January 1 of 2018).
6. The Village shall pay the development incentive to the Developer in annual installments—each annual installment shall be equal in amount to ninety percent (90%)

of the Tax Increments attributable to and actually received from the property during the preceding calendar year.

7. Developer incentive will be paid off in 5 ½ to 6 years with proceeds from the increment.
8. The Developer Agreement will be contingent upon the successful territory amendment of Tax Increment District #1.
9. The territory amendment consists of the addition of 3.25 acres of land north of West American Drive. Primarily, the territory amendment adds parcel #121023102 to the TID.
10. Additionally, the amendment adds another \$750,000 in development incentive to the Statement of Proposed Costs in the original TID Project Plan. The TID remains economically feasible.

# PROJECT PLAN

## TAX INCREMENT DISTRICT NO. 1 VILLAGE OF FOX CROSSING

**Amendment No. 1 Draft January 11, 2018**

### Village of Fox Crossing

Joint Review Board Organizational Meeting:	January 10, 2018
Public Hearing:	January 17, 2018
Tax Increment District Amendment Resolution Approval:	January 22, 2018
Joint Review Board Final Approval:	TBD

## PROJECT PLAN - SUMMARY FINDINGS

### TAX INCREMENT DISTRICT NO. 1 AMENDMENT No. 1 – VILLAGE OF FOX CROSSING

<b>District Name:</b>	Village of Fox Crossing Tax Increment District No. 1
<b>Location:</b>	Addition of parcel #121023102, and other rights-of-way parcels, to the lands generally located and including the areas known as Gateway Business Park along with lands immediately adjacent as shown on the location map attached to this project plan.
<b>Effective Date:</b>	No change.
<b>Purpose:</b>	No change.
<b>Project Costs:</b>	Addition of \$750,000 in developer cash grants, and \$95,000 in Administrative costs.
<b>Project Financing:</b>	No change.
<b>Projected Revenues:</b>	Addition of \$5.5 to \$7.5 million of new tax base through its maximum life period (2035). It will generate an additional \$1.5 to \$2.5 million in tax increment during that same period.
<b>Economic Feasibility:</b>	No change.

# TAX INCREMENT DISTRICT NO. 1 – VILLAGE OF FOX CROSSING

## PROJECT PLAN – AMENDMENT No. 1

### 1. Intent and Purpose

No change.

### 2. Statement of Proposed Costs, Public Works and Improvement Projects

Addition of \$750,000 in Developer Cash Incentives, and \$95,000 in Administrative Expenses, as reflected in the following table:

<b>Project Description</b>	<b>Total Cost</b>	<b>Estimated Timing</b>
• Developer Cash Incentives	\$5,750,000	2015-2018
• Developer Financed Public Improvement Reimbursement	\$1,500,000	2015-2016
• Municipal Infrastructure Improvements	\$ 500,000	2015-2025
• Administrative Expenses	\$ 215,000	2015-2035
<b>TOTAL</b>	<b>\$7,965,000</b>	<b>2015-2035</b>

Proposed project costs are for those projects identified at the time the District was created. Future development and infrastructure needs may dictate additions or deletions to the project costs schedule. The Village reserves the future right to approve project cost additions or deletions, to the full extent allowed by State law. The Village also reserves the right to implement only those projects that remain economically viable as the eligible expenditure period proceeds in the future.

### 3. Changes in Zoning Ordinances, Master Plan, Building Codes, Maps, Ordinances

No change.

### 4. Orderly Development of the Town

No change.

### 5. Relocation

No change

### 6. Economic Feasibility

Based on projected expenditure and revenue levels, all obligations of Tax Increment District No. 1 will be paid in full during calendar year 2032, the 17<sup>th</sup> year of the District. Consequently,

the District is economically feasible. Previously, the obligations of the District were to be paid in full during calendar year 2033.

Projected tax base and growth of the District along with the financing and feasibility plan is provided in Appendix A. Parcel base values are detailed in Appendix B.

Upon closure and dissolution of the District, all accrued and unencumbered increments will be promptly distributed among the local taxing entities (School District, County, Technical College District, State, and Town). Following closure and dissolution, projected after the 17<sup>th</sup> year of the District, the tax base that was created in the District will benefit all the taxing entities and all future tax revenues will be distributed directly to them.

Assumptions applied in preparing the financing/feasibility plan of the District were:

- The base value of the District is increased \$400,000 from \$2,316,300 to \$2,716,300, which reflects the equalized value of real and personal property within the District boundaries on January 1, 2014 for the original District boundaries, and the addition of \$400,000 which reflects the January 1, 2017 equalized value and real and personal property of the territory added to the District.
- Property value is assumed to appreciate at a rate of 0.5% annually throughout the life of the District.
- The equalized tax rate is projected at \$19.91 for 2017, and is assumed to remain level at \$19.91 and continuing throughout the life of the District. The original equalized tax rate was projected at \$21.37.

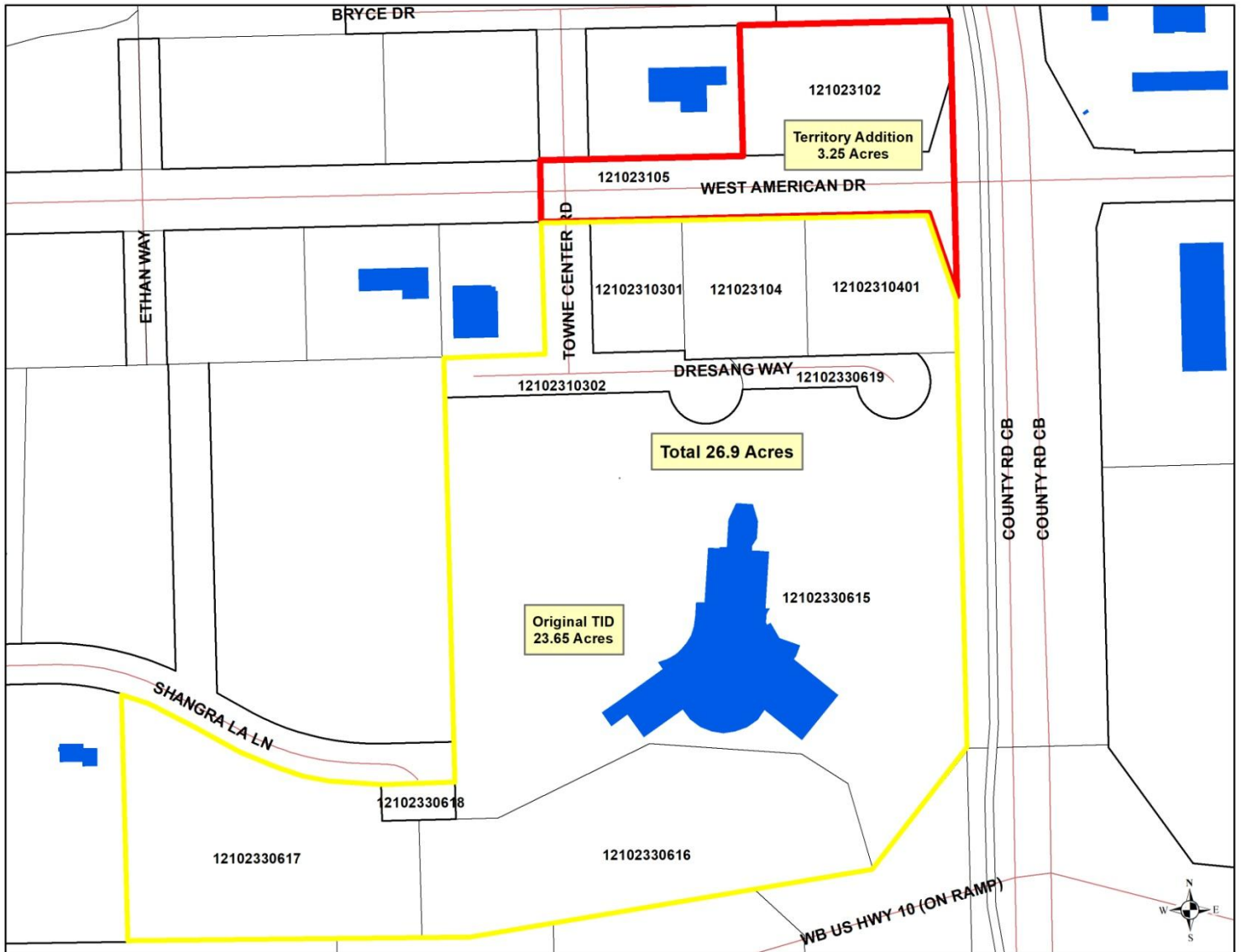
## **7. Statutory Findings**

No change excepting the following:

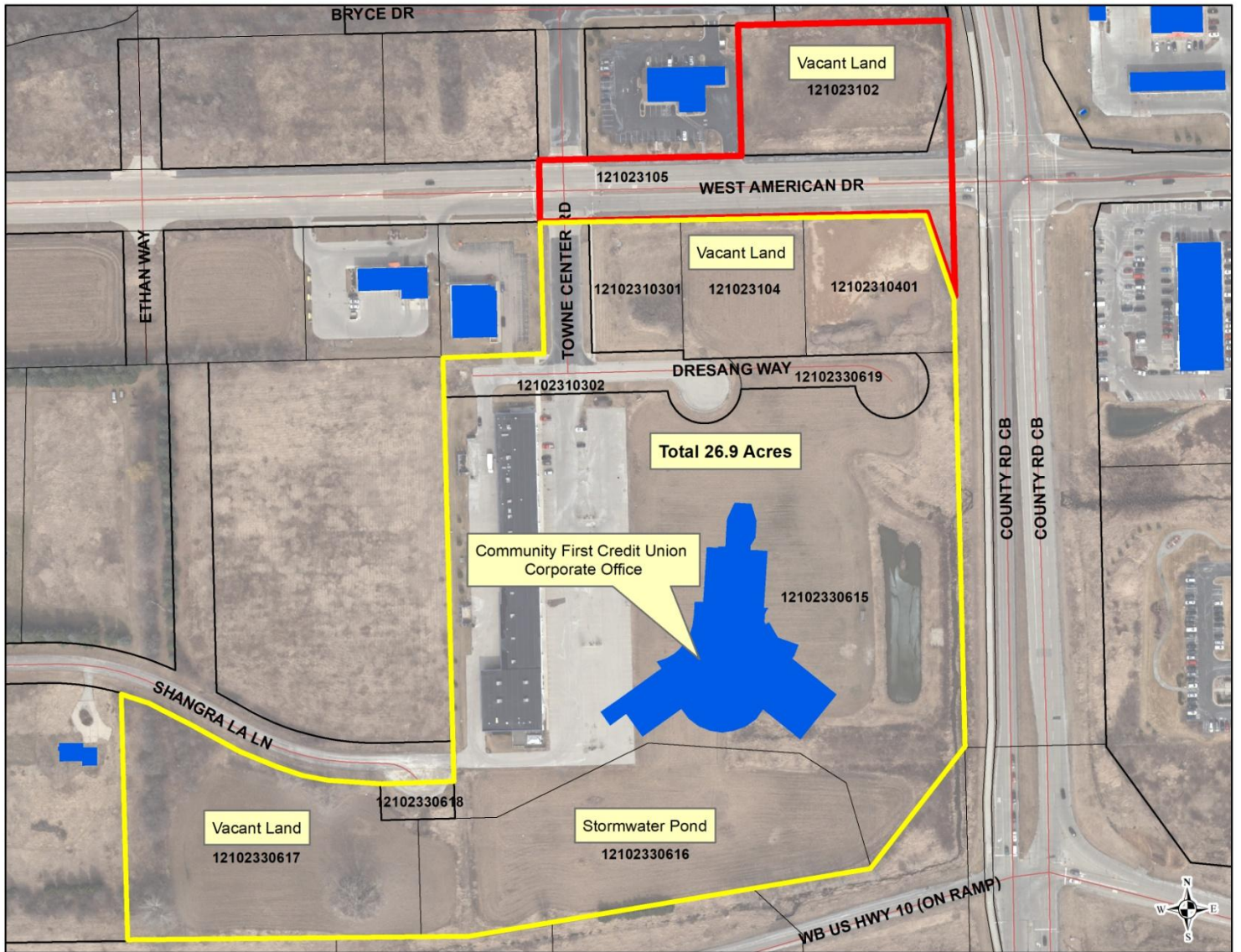
The following findings provide evidence of compliance with statutory requirements and eligibility for creation of the District under Wisconsin Statutes §66.1105:

- In accordance with §66.1105(4)(gm)4.c., as of January 1, 2017, the total equalized value of the Town was \$1,576,693,800, indicating that the maximum allowable equalized value of real and personal property proposed to be included as base value in Tax Increment District No.1 may not exceed \$189,203,256, which is the equivalent of 12% of the Town's total equalized value. The total base value for all Village of Fox Crossing Tax Increment Districts has been determined at \$16,850,700 which is well under the maximum allowable amount.

**Figure 1**  
**Village of Fox Crossing Tax Increment District No. 1**  
**Territory Amendment No. 1**  
**District Boundaries**

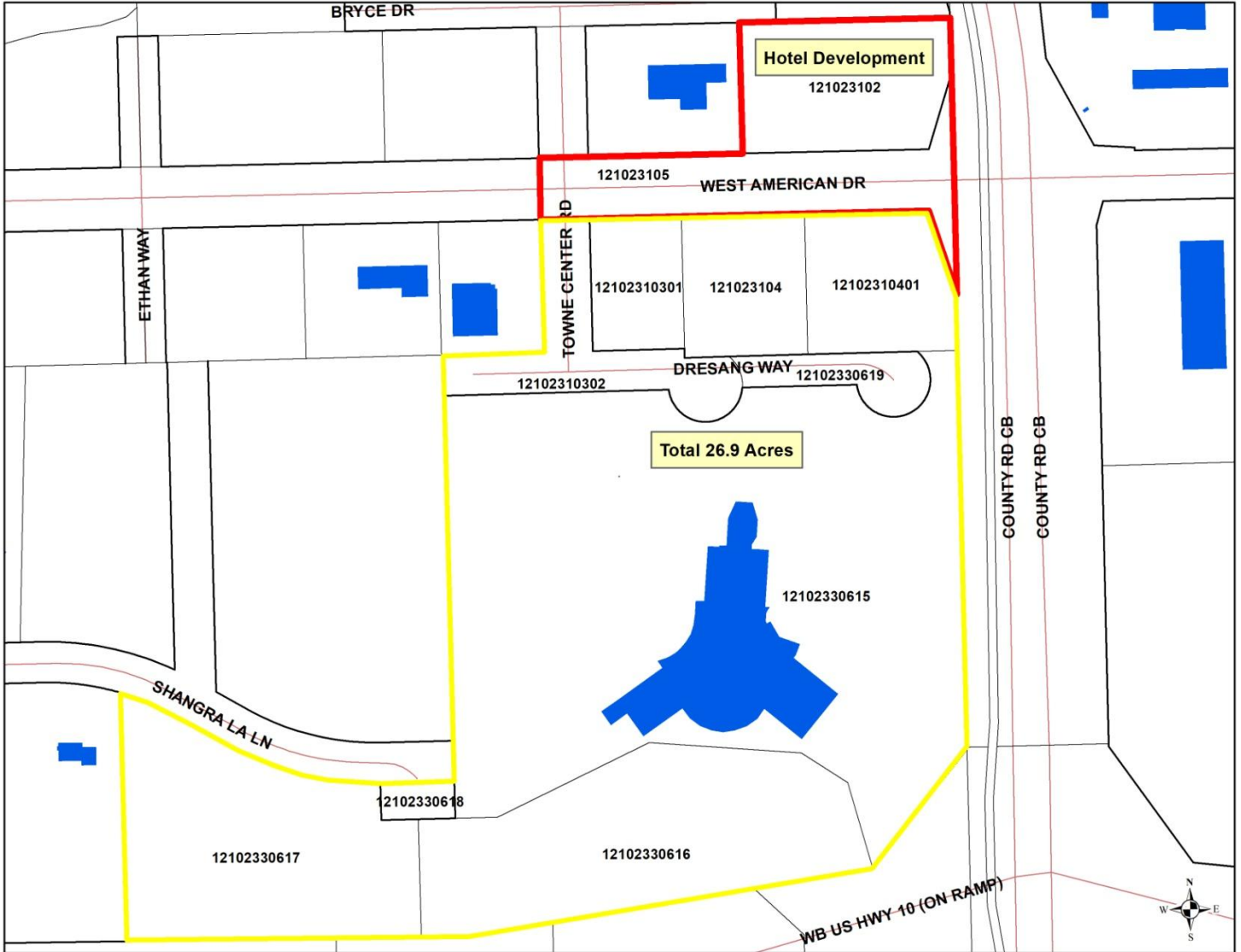


**Figure 2**  
**Village of Fox Crossing Tax Increment District No. 1**  
**Territory Amendment No. 1**  
**Existing Uses and Conditions**





**Figure 3**  
**Village of Fox Crossing Tax Increment District No. 1**  
**Territory Amendment No. 1**  
**Proposed Improvements and Uses**



## **Appendix A**

### Tax Base and Feasibility



## Appendix B

### Assessed Parcel Base Values

#### Original District Values (January 1, 2015)

<b>Parcel Number</b>	<b>Owner</b>	<b>Property Address</b>	<b>Base Value</b>
12102310301	Anchor Bank	1505 W American Dr	163,000
12102310302	Town of Menasha	Irish Rd	-
121023104	Alaily, Jamil K	1485 W American Dr	200
12102310401	VanZeeland Oil Co Inc	1455 W American Dr	616,300
12102330615	Gateway Retail Center Ltd Prtn	1575 Plaza Dr	-
12102330616	Gateway Retail Center Ltd Prtn	1575 Plaza Dr	-
*12102330617			-
*12102330618			-
*12102330619			-
**008023306	Gateway Retail Center Ltd Prtn	1575 Plaza Dr	1,108,300
**00802330614	OBR1 LLC	Shangra La Ln	281,000
**00802330605	OBR1 LLC	Shangra La Ln	63,000
**00802330612	OBR1 LLC	Shangra La Ln	7,700
Sidelines PP Tax	Sidelines Sports Bar & Grill	1575 Plaza Dr STE O	39,600
St James PP Tax	St James Cocktail Lounge	1575 Plaza Dr STE K	11,000
<b>Total:</b>			<b>2,290,100</b>

\* Denotes properties created by a Certified Survey Map after base value numbers were determined.

\*\* Denotes properties that no longer exist due to a Certified Survey Map approved after base value numbers were determined.

#### Additional Amended Values (January 1, 2017)

<b>Parcel Number</b>	<b>Owner</b>	<b>Property Address</b>	<b>Base Value</b>
121023102	Mill Road RE Company LLC	1460 W American Dr	400,000
121023105	Village of Fox Crossing	W American Dr	-
<b>Total:</b>			<b>400,000</b>
<b>Grand Total:</b>			<b>2,690,100</b>
<b>Equalized Value:</b>			<b>2,316,300</b>

## **Appendix C**

### **Legal Description, as Amended**

#### **Village of Fox Crossing TID No. 1**

Beginning at a point intersecting at the western right-of-way of Town Center Road and the southern right-of-way of West American Drive, then south 215.35 feet to the northern right-of-way of Dresang Way, then west 162.5 feet, then south 692.3 feet to the southern right-of-way of Shangra La Lane, then west 573.38 feet, then south approximately 403.9 feet following the eastern property line of lot 3 of CSM 800 described as lot 3 of CSM 7023 to its intersection with the northern right-of-way of U.S. Highway 10, then east following that same right-of-way 1221.82 feet, then bearing northeast 249.9 feet following that same right-of-way to its intersection with the western right-of-way of County CB, then north following that same right-of-way 1,184.7 feet to the northeastern corner of lot 1 of CSM 5581, then due west 342.6 feet, then south 212.6 feet to the northern right-of-way of West American Drive, then west 330 feet to the northwestern intersection of the right-of-way of West American Drive and Town Center Road then south following the western right-of-way of Town Center Road to the point of beginning, all in Section 8, T20N-R17E, Village of Fox Crossing, Winnebago County, Wisconsin totaling 26.9 acres more or less.

## **Appendix D**

### Attorney Letter of Approval

800 N. Lynndale Dr.  
Appleton, WI 54914  
920.739.7366  
Fax: 920.739.6352

Green Bay  
920.468.7366

New London  
920.982.9652

Oshkosh  
920.385.0616

January 5, 2018

Village of Fox Crossing  
Attn: Jeff Sturgell  
2000 Municipal Drive  
Neenah, WI 54956

RE: Opinion of the Village Attorney  
Tax Incremental District No. 1 – Village of Fox Crossing  
Amendment No. 1 to Project Plan

Dear Mr. Sturgell:

This opinion relates to the compliance of the proposed Project Plan Amendment for Tax Incremental District No. 1 – Village of Fox Crossing, Winnebago County, Wisconsin, with the requirements of § 60.23(32) and § 66.1105(4)(f) and § 66.1105(4)(h) of the Wisconsin Statutes.

I note that the Town of Menasha was incorporated following the creation of Tax Incremental District No. 1; accordingly, I refer to said district as “Tax Incremental District No. 1 – Village of Fox Crossing” within this letter.

I have examined said amended project plan and find that it is complete and complies in all respects with the requirements of § 66.1105 of the Wisconsin Statutes and in particular it contains the following necessary information:

1. A statement as to how the creation or amendment of the Tax Incremental District promotes the orderly development of the Town.

2. A statement listing the kind, number and location of all proposed public works or improvements within the district or, to the extent provided by law, outside the district.

3. An economic feasibility study.

4. A detailed list of estimated project costs.

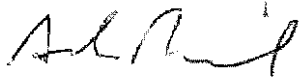
5. A description of the methods of financing all estimated project costs and the time when the costs or monetary obligations related thereto are to be incurred.

Tyler J. CLARINGBOLE  
John D. CLAYPOOL  
Greg P. CURTIS  
Richard T. ELROD  
Paula A. HAMER  
Charles J. HARTZHEIM  
Kelly S. KELLY  
Charles D. KOEHLER  
Kevin LONERGAN  
Robert B. LOOMIS  
Andrew J. ROSSMEISSEL  
Kristen S. SCHEUERMAN  
Michael S. SIDDALL  
Kyle J. THELEN  
OF COUNSEL  
Don R. HERRLING  
Roger W. CLARK

6. A map showing existing uses and conditions of real property in the district.
7. A map showing proposed improvements and uses in the district.
8. Proposed changes in zoning ordinances, master plan, building codes and town ordinances.
9. A statement of the proposed method for the relocation of any persons to be displaced.

Accordingly, I believe that the Project Plan Amendment complies with all statutory requirements. Thank you for referring this matter to our office. Please don't hesitate to be in touch with any additional questions or concerns.

Very truly yours,



Andrew J. Rossmeissl  
*Direct Dial: (920) 882-3219*

AJR/smw



**TAX INCREMENT DISTRICT NO. 1  
DEVELOPMENT AGREEMENT  
FOX CROSSING HOTEL GROUP, LLC and the VILLAGE OF FOX CROSSING**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between FOX CROSSING HOTEL GROUP, LLC, a Wisconsin limited liability company formed and existing pursuant to Wis. Stats. Chapter 183 (the "Developer"), and the VILLAGE OF FOX CROSSING, a Wisconsin municipal corporation (the "Village").

**RECITALS**

Developer and the Village acknowledge the following:

A. Developer is a Wisconsin limited liability company headquartered in and serving the Fox Valley region of the State of Wisconsin. Developer desires to construct a new hotel within the Village of Fox Crossing consisting of a foot print of approximately 9,200 square feet, hosting sixty (60) guest rooms, and housing a steakhouse restaurant (the "Project"). The Village and the Developer would both like to locate the Project within the boundaries of the Village at the site identified on **Exhibit A**, attached hereto (the "Property").

B. The Village has determined that development of the Project on the Property will spur economic development, expand the Village's tax base and create new jobs. Accordingly, the Village has created Tax Increment District (TID) No. 1, as amended (the "District") which includes the Property and has adopted a project plan (the "Project Plan") that will provide for, among other things, the financial assistance set forth in this Agreement, pursuant to Section 66.1105, Wisconsin Statutes (the "Tax Increment Law"). The Village has determined that such financial assistance is a valid Project Cost under the Tax Incremental Law.

C. The Village has determined that the amount of financial assistance to be provided to this Agreement is the amount necessary to induce development of the Project. The Project will not proceed without the financial assistance set forth in this Agreement.

D. The Village, pursuant to Village Board action dated \_\_\_\_\_, 2018, has approved this Agreement and authorized the execution of this Agreement by the proper Village officers on the Village's behalf.

E. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

F. All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

**AGREEMENT**

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

**ARTICLE I  
PROJECT PARAMETERS AND SCHEDULE**

A. Developer shall construct the Project in accordance with all applicable Village zoning and building codes, ordinances, fees and regulations. Developer warrants and represents to the Village that the Project will contain at least 36,800 square feet of space, and that the Developer will expend a minimum of \$5,000,000 in real estate and construction costs on the Project. Developer further warrants and represents to the Village that the Project will be completed on or before

December 31, 2019. Project completion will be defined as the issuance of the certificate of occupancy ("Substantial Completion Date").

B. Developer warrants and represents to the Village that but for the assistance to be provided by the Village under Article II, herein, Developer would not be able to proceed with the Project.

C. Developer and Village acknowledge that various undertakings of the parties may require approvals from the Village Board and other governmental bodies. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to use their best good faith efforts to obtain them on a timely basis.

## **ARTICLE II VILLAGE INVESTMENT IN PROJECT**

A. Village shall cooperate with Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications in accordance with applicable Village ordinances.

B. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the Village to Developer to construct and complete the Project, the Village will provide financial assistance to the Developer to partially offset Project Costs, in the form of cash grants pursuant to §66.1105(2)(f)(2)(d), as follows:

1. In a total maximum amount equal to the lesser of: (a) Seven-Hundred Fifty Thousand Dollars (\$750,000); or (b) ten percent (10%) of the portion of the Value Increment attributable to the project as of January 1 of the year in which the Project is first fully assessed. Said total shall hereinafter be referred to as the Village's "Investment."
2. The Investment shall be paid by the Village to the Developer as follows:
  - a. The Village shall pay the Investment to the Developer in annual installments when and only to the extent the Tax Increment is received by the Village and becomes available to the Village to make said payments to the Developer. Each annual installment shall be equal to an amount that is ninety percent (90%) of the Tax Increment value attributable to and actually received from the Property during the preceding calendar year. No Tax Increments are pledged to the payment of the Investment.
  - b. The Village shall pay the annual installments on August 31 of each year (or as soon thereafter and to the extent that the Tax Increment is received by the Village and is available to the Village to make said payment), with the first installment due on August 31 (or as soon thereafter and to the extent that the Tax Increment is received by the Village and is available to the Village to make said payment) of the calendar year immediately following the year in which the Developer satisfies all of its obligations under this Agreement.
  - c. Annual installment payments shall cease upon the earlier to occur of (i) full payment of the Investment; or (ii) termination of this Agreement, as provided herein. In the event that the Agreement is terminated in accordance with the terms stated herein prior to the full payment of the Investment, any unpaid and outstanding portion of the Investment due to the Developer shall be

forgiven and the Village shall have no further obligations to the Developer under this Agreement.

- d. The Village may prepay the Investment, in its sole discretion, at any time, with no prepayment penalty.

C. This Agreement fully evidences the Village's obligation to pay the Investment. No separate instrument will be prepared to separately evidence the Village's obligation to pay the Investment. The Investment shall not be included in the computation of the Village's statutory debt limitation because the Investment is limited and conditional and no taxes will be levied or pledged for its payment. Payment of the Investment is not and shall not be contingent upon the payment of a minimum assessment by Developer. Nothing in this Agreement shall be deemed to change the nature of the Village's obligation from a limited and conditional obligation to a general obligation.

D. The Village covenants to Developer that until the Investment has been paid in full, the Village shall not close the District prior to its statutory expiration date 20 years following its creation.

E. The Village shall, upon Developer's request, provide to Developer an accounting of the status of the District including, but not limited to, the outstanding principal balance of the Investment and annual Tax Increments received from the District.

### **ARTICLE III PAYMENT OF TAXES**

A. Throughout the duration of the District, all ad valorem property taxes properly assessed against the Property must be paid by the Developer or its successor in interest timely and in full.

B. As long as the District is in existence, the Property and all buildings and improvements thereon shall be owned and taxable for real estate tax and special assessment purposes. The Village may waive any or all of the restrictions upon execution of a payment in lieu of taxes (PILOT) agreement on a form acceptable to the Village.

C. In the event that any property within the District owned by Developer, other than the Property, becomes exempt from ad valorem property taxes during the life of the District, the Developer or its successor in interest will make (or cause to be made) annual payments in lieu of taxes in amounts equal to what the total ad valorem property taxes would have been for such other property had it not been exempt. If the Developer conveys any of such other property within the District to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of such property the foregoing obligation for payments in lieu of taxes. The Village shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

D. Developer may at any time or times, by appropriate proceedings: (i) contest the amount of any real property tax or special assessment; and/or (ii) endeavor to obtain a reduction in the assessed valuation of the Property for tax purposes.

### **ARTICLE IV OTHER OBLIGATIONS OF DEVELOPER**

Developer shall be responsible to pay to the Village and other applicable governmental entities all usual and customary fees associated with development. Developer shall also be required to observe and be in compliance with all development-related Village ordinances and all

development-related rules and ordinances of other applicable governmental entities. Said fees and ordinances include, but are not limited to:

- A. Fees and costs included on the attached **Exhibit B**.

**ARTICLE V  
NO PARTNERSHIP OR VENTURE**

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

**ARTICLE VI  
CONFLICT OF INTEREST**

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

**ARTICLE VII  
WRITTEN NOTICES**

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

FOR THE VILLAGE:

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

FOR DEVELOPER:

Fox Crossing Hotel Group, LLC  
980 American Drive  
Neenah, WI 54956  
Attention: Brian Wogernese

**ARTICLE VIII  
ASSIGNMENT**

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

**ARTICLE IX  
CONDITIONS TO PAYMENT; TERMINATION OF AGREEMENT**

A. The Village shall have no obligation to make any payment of the Investment to Developer unless and until Developer shall have completed the Project in compliance with all requirements of Article I, paragraph A of this Agreement, including any applicable time restrictions.

Time is of the essence and payment of the Investment shall not be prorated based upon percentage of timely completion. If the Developer does not receive a certificate of occupancy on or before December 31, 2019, the Village's obligations to pay the Developer all or any portion of the Investment under this Agreement shall be at an end.

B. This Agreement, and the Village's obligation to make any further payments of the Investment, shall terminate when any of the following shall have occurred:

1. The Investment is paid in full.
2. The statutory life of the District expires 20 years after its creation.
3. The occurrence or non-occurrence of other events specifically referenced

herein.

#### **ARTICLE X MISCELLANEOUS**

A. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of Village or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

B. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Winnebago County, Wisconsin.

C. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

D. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

E. Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

F. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

*<Signatures on Following Page>*

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

VILLAGE OF FOX CROSSING:

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

ATTEST:

By: \_\_\_\_\_  
Karen Backman, Village Clerk

STATE OF WISCONSIN     )  
                                                      ) ss.  
WINNEBAGO COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, Dale Youngquist, Village President and Karen Backman, Village Clerk, of the Village of Fox Crossing respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_

APPROVED AS TO FORM:

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

DEVELOPER:  
FOX CROSSING HOTEL GROUP, LLC

By: \_\_\_\_\_  
Printed Name: Brian Wogernese  
Title: Managing Member

STATE OF WISCONSIN     )  
                                                      ) ss.  
WINNEBAGO COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission is/expires: \_\_\_\_\_

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property
- B. Fee Schedule

EXHIBIT A

Parcel Number 121 0231 02

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of CSM 5581 consisting of 1.61 acres which is part of the SE, NW Section of Section 8 Township 20 North, Range 17 East, Fox Crossing, Winnebago County, Wisconsin

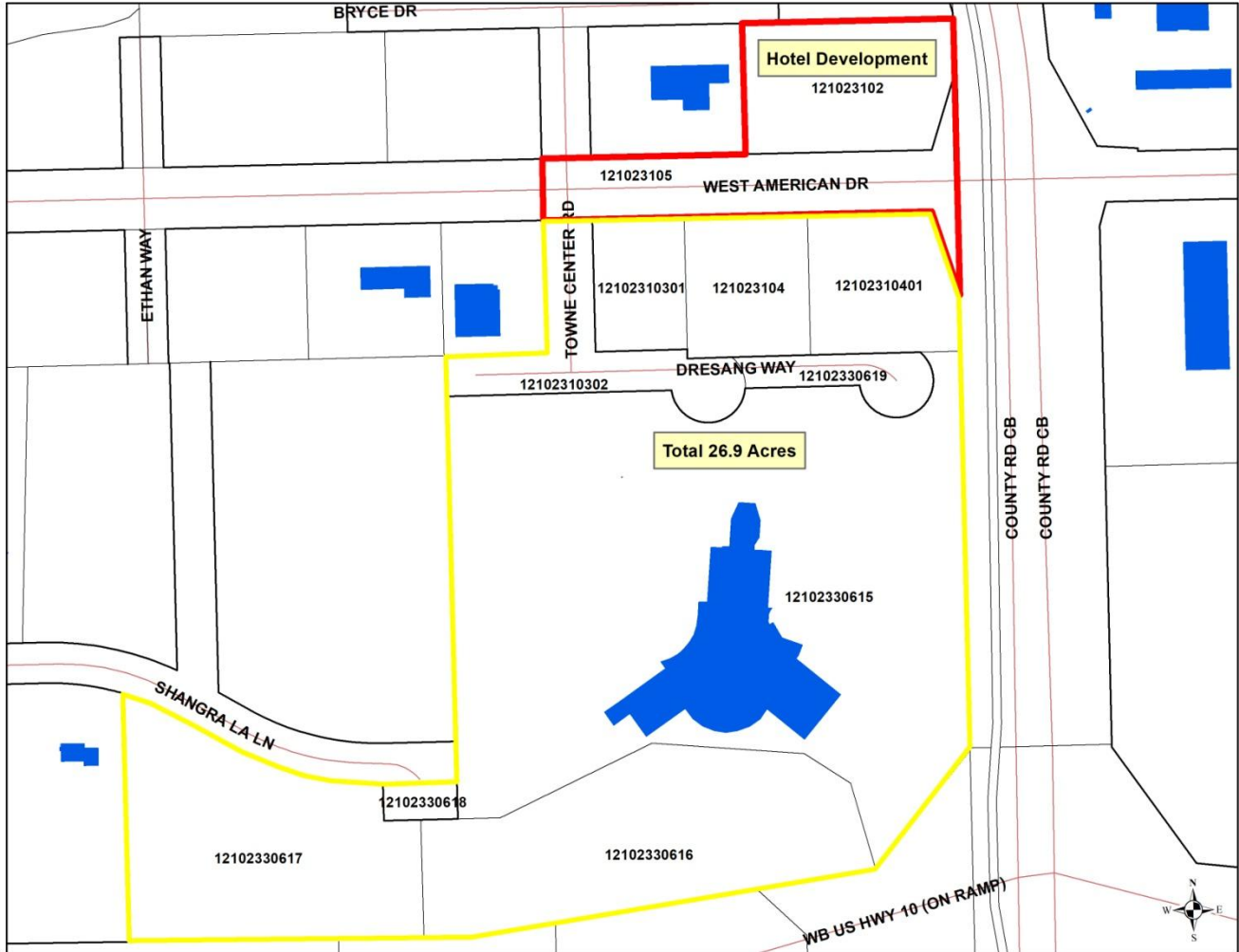
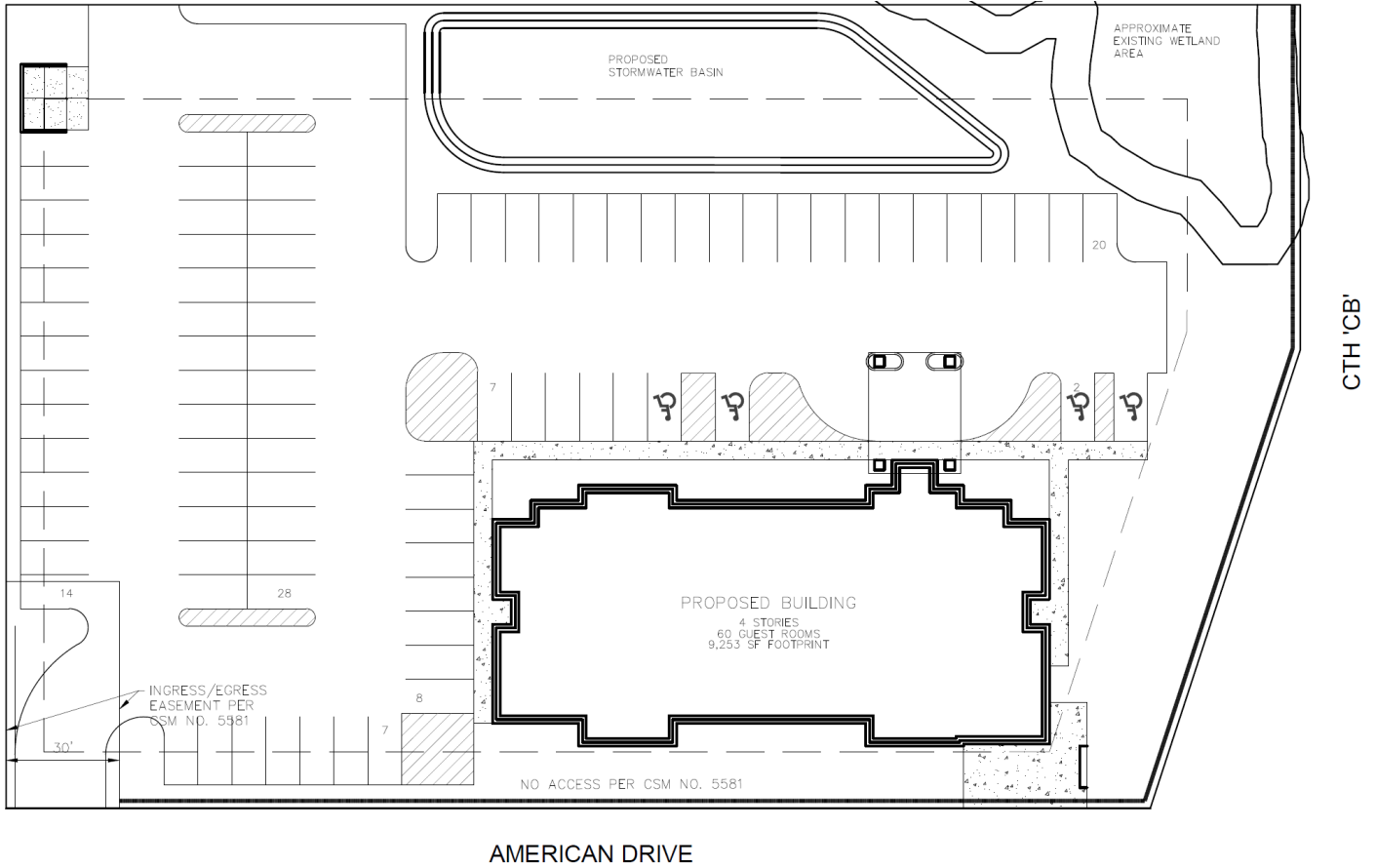




EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY (Continued)



**NORTH** CONCEPT PLAN  
SCALE: 1"=20'-0"

**EXHIBIT B  
FEE SCHEDULE**

January 22, 2018

**Review and Inspection Fees:**

Administration Fees:	\$1,000
Attorney Fees:	\$1,500
Escrow Fee for Information Submission:	\$1,500 (\$1,200 refundable)
Sanitary Sewer & Water Main:	None Anticipated
Storm Sewer:	None Anticipated
Street Engineering:	None Anticipated
Street Signs:	None Anticipated

**Outstanding Assessments and Charges:**

Special Assessments:	None
Park Fees in Lieu of Land Dedication:	None
Park Impact Fee:	None
Street Trees:	None
Sanitary Sewer Connection Fee:	\$1,700 per acre
Interceptor Fee:	\$1,500 per acre

**Building Permit Fees:**

New Commercial Construction and Additions:	\$35 + \$0.14 per sq ft
Escrow – Commercial & Industrial (Refundable):	\$1,000 for up to 10,000 sq ft, plus \$10 per 1,000 sq ft or fraction thereof over 10,000 sq ft
Commercial Erosion Control Permit:	\$200
Public Protection Fund Fee – Buildings 100% sprinklered:	\$0.02 per sq ft
Fire Impact Fee**:	1.6198 per \$1,000 in building value
Wrecking or Razing Structures:	\$150
Commercial Plumbing Permit Fees:	\$35 + \$1 per \$100 of estimate job value
Commercial HVAC Permit Fees:	\$35 + \$1 per \$100 of estimate job value
Commercial Electrical Permit Fees – New Buildings:	\$50 + \$0.06 per sq ft for all areas
Sewer Hookup Inspection Fee	\$30
Sign Permit (freestanding):	\$150 per sign + \$50 zoning permit
Sign Permit (wall mounted)	\$150 per sign
Early Start for Footing and Foundation (Optional):	\$200

\*\* Calculated on value of building only (does not include land, mechanicals, or personal property).

**Zoning Fees:**

New Construction (collected with building permit):	\$200 + \$0.05 per sq ft of building area
Site Plan Approval:	\$125 + \$3 per 1,000 sq ft of disturbed area over 10,000 sq ft
Drainage Review:	\$450
Detention Pond Inspection:	\$400

EXHIBIT B

FEE SCHEDULE (Continued)  
FEE PAYMENT SCHEDULE

**Fees due with Developer Agreement:**

Administration Fees:	\$1,000
Attorney Fees:	\$1,500
Escrow Fee for Information Submission:	<u>\$1,500</u> (\$1,200 refundable)
Total:	<b>\$4,000</b>

**All other fees due with the issuance of the Building Permit.**