

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, March 25, 2024 - 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) Regular Village Board Meeting – March 11, 2024Minutes and Correspondence to Receive
 - b) Planning Commission Meeting Minutes – January 17, 2024
 - c) Police & Fire Commission Meeting Minutes – February 13, 2024
 - d) Park Commission Meeting Minutes – February 14, 2024
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) 240325-1 Preliminary Plat – Jacobsen Prairie Subdivision
 - b) 240325-2 Award Bid – Plank Road Sanitary Sewer and Water Lateral Project
 - c) 240325-3 Memorandum of Understanding for Operation of Bird Rides, Inc. in the Village of Fox Crossing, Wisconsin
 - d) 240325-4 Operator License Applicants
 - e) 240325-5 Expenditures
8. **Reports**
 - a) Village President Dale Youngquist – Open Book will be held In Person on Monday, April 22 from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., & Tuesday, April 23 from 8:00 a.m. to 12:00 p.m. in the Assembly Room, and Virtually on Tuesday, April 23 from 1:00 p.m. to 4:00 p.m. by Scheduling an Appointment with an Assessor at www.accurateassessor.com; the 2024 Board of Review will be held on Wednesday, June 5, 2024 from 5:30 p.m. to 7:30 p.m.
 - b) Community Development Director George Dearborn – Municipal Separate Storm Sewer System (MS-4) Report
 - c) Clerk Darla Fink – Early Voting for the April 2 Spring Election continues through Friday March 29, 2024; Voting will be Open from 8:00 a.m. to 4:30 p.m., Monday through Friday, with the Exception of Friday, March 29, in which Voting will be Open Until 5:00 p.m.
9. Closed Session
10. Adjourn

A quorum of Police & Fire, Planning, and Park Commissions may be present, although official action by those bodies will not be taken; the only business to be conducted is for Village Board action.

Those individuals requiring the assistance of a sign language interpreter to participate in this meeting may call 720.7101 a minimum of five business days prior to the meeting.

**VILLAGE OF FOX CROSSING
BOARD OF TRUSTEES REGULAR MEETING
Municipal Complex – Arden Tews Assembly Room
Monday, March 11, 2024**

Minutes

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

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

Village Clerk Darla Fink took roll call and noted those present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Gregory Ziegler, Jason Patzwald, Deb Swiertz, and Barbara Hanson.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Director of Public Works Joe Hoechst, Director of Parks & Recreation Amanda Geiser, Attorney Andrew Rossmeyssl, Engineer Bradley Werner, and Engineer Lee Reibold. There were two attendees.

2. Awards / Presentations

3. Public Hearings

4. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

a) Special Village Board Meeting – February 12, 2024

b) Regular Village Board Meeting – February 26, 2024

Minutes and Correspondence to Receive

MOTION: Trustee Van Dyke, seconded by Trustee Ziegler to approve the minutes into record. Motion carried via voice vote.

5. Public Comments Addressed to the Village Board

6. Discussion Items

7. Unfinished Business

8. New Business-Resolutions/Ordinances/Policies

a) 240311-1 2023 Year End Budget Amendments

MOTION: Trustee Van Dyke, seconded by Trustee Ziegler to approve as submitted. Motion carried via roll call vote 7-0.

b) 240311-2 2024 Budget Amendments to Provide Funds for Various Items in Village Departments, and Reorganize the Street and Utility Departments

MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Manager Sturgell stated the amendments this year are a bit different than what we normally see due to the reorganization of the Street and Utility Departments. The Director of Public Works is now the Department Head for both the Street and Utility Departments. The Superintendents for Streets and Utility will be moved to a lower pay grade, and will no longer be at Department Head level authority. The Street and Utility Superintendents will now report to the Director of Public Works rather than reporting directly to the Village Manager. There is also an addition of a Street Foreman position for future growth of the department, and to mirror staffing in the Sewer and Water divisions. Trustee Hanson asked about the

Joint City of Neenah Fiber project and the second gun safe at the Neenah High School. Director Searl advised the amount being rolled over for the fiber project is the amount that remains in the budget and stated this safe will belong to the Village but will be located at the High School, with one safe on each level of the school. Some remodeling was needed at the school prior to the second safe's installation. Chief Blashka advised that all Village Police Officers have access to the safes, but no one else at the school has access. Motion carried via roll call vote 7-0.

- c) 240311-3 Preliminary Assessment Resolution Declaring Intent to Exercise Special Assessments for the Jacobsen Road Reconstruction to Include the Installation of Storm Sewer Main, Storm Sewer Laterals, and a 10' Asphalt Trail Project

MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve as submitted. Manager Sturgell advised we had an informational meeting with the neighborhood on this project that went quite well. This Preliminary Resolution sets the date for the upcoming Public Hearing. Motion carried via voice vote.

- d) 240311-4 Award Bid – 2024 Road Resurfacing Project to Include the Butte Des Morts Beach Road & Circle Resurfacing Project, and the Cold Spring Road Trail Resurfacing Project

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

- e) 240311-5 Award Bid – Blake's Way Reconstruction Project

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

- f) 240311-6 Reappointment of Zoning Board of Appeals Member – Michael Prince

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

- g) 240311-7 Reappointment of Zoning Board of Appeals Member – Dale Haug

MOTION: Trustee Van Dyke, seconded by Trustee Patzwald to approve as submitted. Motion carried via voice vote.

- h) 240311-8 Operator License Applicants

MOTION: Trustee Ziegler, seconded by Trustee Patzwald to approve as submitted. Motion carried via voice vote.

- i) 240311-9 Expenditures

MOTION: Trustee Ziegler, seconded by Trustee Koeppe to approve the expenditures submitted without exception. Motion carried via voice vote.

9. Reports

- a) Clerk Darla Fink – Early Voting for the April 2 Spring Election will be held Tuesday, March 19, 2024 through Friday, March 29, 2024; Voting will be Open from 8:00 a.m. to 4:30 p.m., Monday through Friday, with the Exception of Friday, March 29, in which Voting will be Open Until 5:00 p.m.

Clerk Fink advised early in-person absentee voting will begin on Tuesday, March 19th and run through Friday, March 29th, Monday through Friday only, from 8:00 a.m. – 4:30 p.m., and until 5:00 p.m. on Friday, March 29th.

10. Closed Session

11. Adjourn

At 6:25 p.m., **MOTION:** Trustee Ziegler, seconded by Trustee Hanson to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Fink, 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
PLANNING COMMISSION MEETING
Municipal Complex – Arden Tews Assembly Room
Wednesday, January 17, 2024 at 5:15 PM

Minutes

CALL TO ORDER

The Planning Commission meeting was called to order by Chairman Jochman at 5:15 p.m.

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

Staff: Community Development Director George Dearborn
Associate Planner Dan Dieck
Village Manager Jeffrey Sturgell
Village President Dale Youngquist

Other: 11 others present

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES – December 6, 2023

MOTION: Mr. Cox, seconded by Mr. Willecke to approve the meeting minutes of December 6, 2023.
Motion carried 7-0-0.

PUBLIC HEARING

1. Rezoning from A-2 General Agriculture to Single Family PUD – Good Faith Funding, LLC – Jacobsen Road

MOTION: Mr. Willecke, seconded by Mr. Scheibe to open the Public Hearing. Motion carried 7-0-0.

Director Dearborn provided information on this rezoning stating that the property is owned by the Neenah school district and the applicant currently has a land purchase agreement that is contingent on the rezoning of the property. He advised that it is important to note that with this PUD rezoning it will restrict the use of this property to single-family residential with some reduced setbacks. The only thing that can go into this subdivision is single-family homes. He presented an overview of the surrounding land uses and zoning, and described what was being proposed for the PUD. For the PUD the applicant has requested the following allowances for his proposed development:

1. A fifty (50) foot road right-of-way
2. A twenty (20) foot setback from Jacobsen Road
3. A ten (10) foot setback from internal roads
4. A five (5) foot setback for side yards

5. A twenty (20) foot setback for rear yards
6. Minimum lot sizes of 6,220 square feet
7. Minimum lot depth of 93 feet

Director Dearborn said that after reviewing the request, staff found that numbers 3 through 7 were acceptable, yet staff has issues with numbers 1 and 2. The fifty foot right-of-way allowance is too narrow for the roads. He said the Village requires sixty feet right-of-ways for interior roads, yet has allowed fifty-five feet in the past, in some instances. He also said that staff felt the request for a twenty foot setback from Jacobson Road would not be safe for the homes fronting on Jacobson Road. Staff recommends the setback remain at thirty feet from Jacobson Road.

Staff recommends approval of the Planned Development District with the following allowances:

1. Any right-of way reductions shall not be incorporated into the PDD and shall be addressed under the platting process.
2. No setback reduction shall be allowed for those homes fronting on Jacobson Road.
3. All internal roads may have a setback of ten (10) feet.
4. Side yards may be five (5) feet.
5. Rear yards may be twenty (20) feet
6. Minimum lot size allowed is 6,220 square feet
7. Minimum lot depth allowed is 93 feet.

Commission Chair Jochman asked if there was anyone present that wanted to make public comments.

Tammy Mackai – 1429 Prairie Lake Circle

Ms. Mackai introduced herself as a resident and Board member of the neighboring Prairie Lake Condominiums. She stated that in a concept plan of this proposed development she viewed, there was a proposed road that connected the proposed development to Prairie Lake Circle. Ms. Mackai informed the Planning Commission that in her capacity as a Board member of the Prairie Lake Condominium Association, the Association had no desire to sell land, provide an easement, or conduct a land swap that would provide land to facilitate a connection between the two developments.

Director Dearborn explained the concept plan that Ms. Mackai was referring to is an early concept plan of the proposed development that staff had previously reviewed and rejected, and a revised concept was currently being developed. He said there would not be connection between the two developments if Prairie Lake Condominium Association was not interested in a connection.

Deb Langacker - Fox Cities Housing Coalition

Ms. Langacker introduced herself as a member of the Fox Cities Housing Coalition. She urged the Village and Planning Commission to support rezoning opportunities for medium and high density developments to provide affordable housing for residents of the Fox Cities. She stated that more and more people were being priced out of the housing market and by allowing resident developments with higher densities to bring down costs, people could better find affordable housing.

Joe Nemecek – 1992 Susan Avenue

Mr. Nemecek stated he was not objecting to the rezoning in any way, he said that he was primarily concerned about the potential traffic increase and direct access for homes that would front on Jacobsen Road. He suggested that if there was a way to have the homes not have direct access off of Jacobsen Road, that it would be the preferred way to lay out this development.

Susan Garcia-Franz – 1790 Wendy Way

Ms. Garcia-Franz stated that she works in the affordable housing industry and urged the Planning Commission to support this rezoning and any other future initiatives that support or encourage affordable housing. She said there is a huge deficit of housing that is affordable for working families in Winnebago County and throughout the Fox Cities area.

John Davel – 1164 Province Terrace

Mr. Davel introduced himself as the engineer for the proposed development. He commented on Ms. Mackai's earlier comment regarding the proposed road connection between the new development and the Prairie Lake Condominiums. Mr. Davel explained he was the original engineer for the Prairie Lake Condominium development, and he remembered that when the Prairie Lake Condominium development was first being developed, there was a desire by the developer to potentially place some homes on the east side of Prairie Lake Circle. He said that in his initial concept plan that Ms. Mackai was referring to, he placed a connection between the two developments to work toward potentially adding some homes on the east side of Prairie Lake Circle. Now that he understands the position of the Prairie Lake Condominium Association, the connection will be removed from the proposed development plan. Mr. Davel also addressed Mr. Nemecek's comments regarding homes having direct access off of Jacobsen Road. Mr. Davel stated he understands Mr. Nemecek's concerns, but from a development perspective, the utilities and road already exit along Jacobsen Road, so it lowers the cost for the developer to have homes directly access Jacobsen Road. Mr. Davel also stated that if you look up and down Jacobsen Road, there are already a significant number of homes directly accessing Jacobsen Road, so having homes in this development accessing Jacobsen Road would not be out of character for the road and the neighborhood.

Mike Gibbons – 1359 Prairie Lake Circle

Mr. Gibbons stated he had arrived late for the meeting asked for clarification on whether the development was going to be a single-family development or a multi-family housing development.

Director Dearborn clarified that the proposed rezoning was a PDD that would be a single-family development.

Mr. Gibbons stated that is all he wanted to know.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to close the Public Hearing. Motion carried 7-0-0.

PUBLIC HEARING

2. Land use Amendment from Government Institutional and Utilities to Medium Density – Good Faith Funding, LLC – Jacobsen Road

MOTION: Mr. Willecke, seconded by Mr. Cox to open the Public Hearing. Motion carried 7-0-0.

Director Dearborn stated the applicant is requesting an amendment to the Village's Future Land Use Map to reclassify parcel # 121021901 along Jacobsen Road to medium density residential and this is in conjunction with the rezoning of the same parcel, as he had stated previously. He reminded the Commissioners that this had been brought to the Planning Commission at a meeting in August of 2023, but this item was rejected by the Village Board at the time because a resident from the neighboring Prairie Lake Condominiums expressed concerns about this amendment, and the fact that there was no accompanying plan with how the parcel would be developed.

Tammy Mackai – 1429 Prairie Lake Circle

Ms. Mackai stated that this land use amendment was rejected in August and wondered what had changed between then and now that the item was back before the Planning Commission.

Director Dearborn explained the amendment was not approved previously as there was not a proposed development plan accompanying the amendment request. Now there is a proposed single-family development plan that is driving this amendment request.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to close the Public Hearing. Motion carried 7-0-0.

OLD BUSINESS

None

NEW BUSINESS

1. Rezoning from A-2 General Agriculture to Single-family PDD – Good Faith Funding, LLC – Jacobsen Road

Chairman Jochman opened the discussion of the rezoning, and summarized the staff’s proposed allowances for the PDD.

Commissioner Young asked some questions clarifying the allowances for the PDD.

Commissioner Willecke asked for clarification on the allowance addressing setbacks for the homes along Jacobsen Road and wondered if the language should be clarified to state that it is only the front setback that cannot be modified, and the other setbacks could be adjusted. There was some discussion regarding this item and it was agreed that the language should be clarified to state that only the front setback cannot be modified.

Commissioner Young commented that it would be his preference to add an eighth allowance that clearly stated the PDD is restricted to a single-family development. The other Commissioners agreed to add this as an eighth allowance.

MOTION: Mr. Young, seconded by Ms. Romzek to approve the rezoning from A-2 General Agriculture to Single-family PDD with the following allowances:

1. Any right-of-way reductions shall not be incorporated into the PDD and shall be addressed under the platting process.
2. No front setback reduction shall be allowed for those homes fronting on Jacobsen Road.
3. All internal roads may have a front yard setback of ten (10) feet.
4. Side yard setbacks may be five (5) feet.
5. Rear yard setbacks may be twenty (20) feet.
6. Minimum lot size allowed is 6,220 square feet.
7. Minimum lot depth is 93 feet.
8. Development is restricted to single-family homes.

Motion carried 7-0-0

2. Land Use Amendment from Government Institutional and Utilities to Medium Density – Good Faith Funding, LLC – Jacobsen Road

Director Dearborn stated that staff is recommending approval of this amendment to the Future Land Use Map to Medium Density. He said this was discussed at length in the public hearing and asked if there was any more questions.

There was very little discussion regarding this item.

MOTION: Mr. Sabel, seconded by Mr. Willecke to approve the land use amendment as presented.
Motion carried 7-0-0.

OTHER BUSINESS

1. Development Activity Report with 2023 Summary and Future Trends

Director Dearborn reviewed the Annual Building Report for 2023. He compared the numbers for this year to last year and the effect on taxes to the Village. For development in 2024, he is currently aware of the project discussed tonight.

COMMUNICATIONS

1. Sustainability Committee

Director Dearborn reported on the efforts of the Sustainability Committee.

PUBLIC FORUM

No comments.

ADJOURN

At 6:10 p.m., **MOTION:** Mr. Scheibe, seconded by Ms. Romzek to adjourn. Motion carried 7-0-0.

Respectfully submitted,

Daniel Dieck
Associate Planner

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

Village of Fox Crossing-Police & Fire Commission



Police & Fire Commissioners:
Tom Gritton: President
Laurie Collins: Vice President
Bob Masiak: Secretary
Mike Lettier
Kate McQuillan

**Village of Fox Crossing
POLICE & FIRE COMMISSION MEETING
2000 Municipal Drive, Neenah, WI 54956
Police Department Conference Room
Open Session Minutes from February 13, 2024**

Present at meeting: Tom Gritton, Kate McQuillan, Bob Masiak, Mike Lettier, Chief Sweeney, and Chief Blashka.

President Tom Gritton called the meeting to order at 5:00 PM.

Chief Sweeney updated commission members on: posted positions; new radios being issued to department; Explorer Program; and working with police department on active shooter policy and procedures.

Chief Blashka updated the commission members on; school crossing guards appreciation week; the current CSO hiring process; the anticipated hiring and timing for an additional patrol officer; status of appointment of a patrol sergeant; 190 complaint reports filed during 101 days at the new high school; and a summary of the manpower demands due to the added highway responsibilities tasked to the village by Winnebago County last year.

Next meeting of the commission was set for June 4th at 5:00 PM in the Arden Tews room at the municipal building.

A motion was made by Kate McQuillan and seconded by Bob Masiak to adjourn.

Meeting ended at 5:33PM

Respectfully submitted by _____ Date _____

Michael Lettier



FOX CROSSING PARKS & RECREATION DEPARTMENT

2000 Municipal Drive Neenah, WI 54956-5663
Phone (920) 720-7108 Fax (920) 720-7113
www.foxcrossingwi.gov | parkrec@foxcrossingwi.gov

PARK COMMISSION MEETING MINUTES

February 14, 2024

Park Commissioners Present: Jim Beson, Jordyn Kurer, Chris McCoy, Suneer Patel, Kathy Sylvester, Jean Wollerman

Staff Present: Director Amanda Geiser

Excused: Steve Otto

* * * * *

The Commission meeting was held at the Municipal Complex, 2000 Municipal Dr., Neenah, and was called to order by Commissioner Beson at 6:00PM. The Pledge of Allegiance was recited and roll call was taken.

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the January 10, 2024, regular meeting minutes. Commissioner Sylvester motioned to accept the minutes, seconded by Commissioner Kurer. Motion carried.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

- A. 2023 Year-In-Review:** Director Geiser reviewed the 2023 Year-In-Review report that Commissioners had received in advance of the meeting. It was noted that this report is a comprehensive document that details everything that happened in our department in 2023. Commissioners were pleased with the document and everything that was accomplished throughout the year. The document will be shared with Village Board members and uploaded to the website.
- B. 2023 Sponsorship Report:** Director Geiser reviewed the sponsorship contributions received in 2023. It was noted that 2023 was our best year yet in terms of monetary sponsorship support. Director Geiser also discussed that 2024 might not be as successful due to some of the normal sponsors having to cut back for the year.

REPORTS

- A. Park Report:** Accepted as written.
- B. Recreation Report:** Accepted as written.
- C. Director Report:** Accepted as given.
- D. Commission Reports:**
 - **Commissioner Beson:** Reported that he cannot attend the next Village Board meeting that he is on the schedule for.
 - **Commissioner Otto:** Excused.
 - **Commissioner Kurer:** No report.
 - **Commissioner McCoy:** No report.
 - **Commissioner Patel:** Reported he will be unable to attend the next Park Commission meeting.
 - **Commissioner Sylvester:** No report.
 - **Commissioner Wollerman:** No report.

OLD BUSINESS

- None

NEW BUSINESS

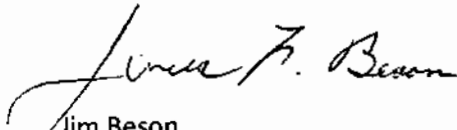
- A. United Way Fox Cities Special Event Request:** Commissioner McCoy made a motion to allow BEAMING, Inc. to bring their miniature horse to the "Spring into Summer" event so long as the conditions set forth by the Parks and Recreation Director are met. Commissioner Sylvester seconded. All in favor, motion approved.
- B. Woodland Prairie Park Land Use Agreement – Joseph Mueller:** Commissioner Patel made a motion to approve the Agricultural Land Use Agreement with Joseph Mueller. Commissioner Kurer seconded. All in favor, motion approved.

ADJOURNMENT

Commissioner Sylvester motioned, seconded by Commissioner McCoy, to adjourn the Park Commission meeting at 6:29PM. Motion carried unanimously.

The next Commission meeting is scheduled for March 13, 2024, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,



Jim Beson
Chairperson - Village of Fox Crossing Park Commission

RES #240325-1

PRELIMINARY PLAT – JACOBSEN PRAIRIE SUBDIVISION

WHEREAS, the applicant has applied for approval of a fifty-eight (58) lot preliminary plat for the Jacobsen Prairie subdivision located on Jacobsen Road (parcel #121021901); and

WHEREAS, staff find that this preliminary plat complies with the Village of Fox Crossing’s Chapter §419 Land Division Ordinance and with the Village of Fox Crossing Comprehensive Plan; and

WHEREAS, the parcel has been recently rezoned to a Planned Development District (PDD) which would allow for smaller lot sizes and setback allowances; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their March 20, 2024 meeting and recommended approval of the preliminary plat with the following conditions:

1. The subdivision shall provide all required information as specified in the Village’s Chapter §419 for preliminary plats.
2. Full submittal, review and approval of the drainage plan is required meeting Village and Department of Natural Resources (DNR) requirements.
3. Receipt of the recommendation of the Park Commission.
4. Owners of adjacent land must be identified.
5. A neighborhood location map must be provided.
6. A feasibility report on sewage and water facilities must be provided.
7. Zoning must be shown within and adjacent to the subdivision.
8. A drawing of present and proposed street grades and storm water drainage must be provided.
9. A draft of the covenants or restrictions, if proposed must be provided.
10. A Development Agreement shall be executed prior to any lot sales.
11. The temporary cul-de-sac shall be more clearly defined showing that lots 40 and 41 are not developable until Americus Street is extended east.
12. A clarification that there is a thirty (30) foot setback for the homes fronting Jacobsen Road.
13. Police Department reviews speed limit along Jacobsen Road from Clayton Avenue to County Highway CB.

Planning Commission: 6 Aye 1 Nay 0 Excused 0 Abstain

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

Adopted this 25th day of March, 2024

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

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

PLANNING COMMISSION MEMO

Date: March 4, 2024
To: Village Planning Commission Members
From: George L. Dearborn Jr., AICP Director of Community Development
RE: Agenda Item 3 –Jacobsen Prairie Preliminary Plat

Overview

The applicant has submitted a preliminary plat for a potential 58 lot single-family subdivision. The property has been zoned PUD to allow for smaller lot sizes and setbacks. Following preliminary staff discussions, the design was revised to eliminate connections to Prairie Lake Condominium due to no possible connection. Staff also looked at reducing driveway access on Jacobsen Road but found that, although that is desirable, it would dramatically increase the cost of this development and is not consistent with most of the access for this road. The goal for new housing development is to try to reduce the cost of new housing.

The subdivider shall meet all requirements for preliminary plat approval. Staff has conducted a preliminary meeting with all appropriate departments. Currently, staff has not received all required information but the developer is preparing it. Any recommendations will be subject to a number of conditions.

Notices have been sent to all property owners within 300 feet for the public hearing before the Planning Commission on March 20, 2024.

The Park Commission within 30 days of the date of filing of a preliminary plat, make a recommendation to the Planning Commission to accept parkland dedication or fees in lieu of parkland dedication.

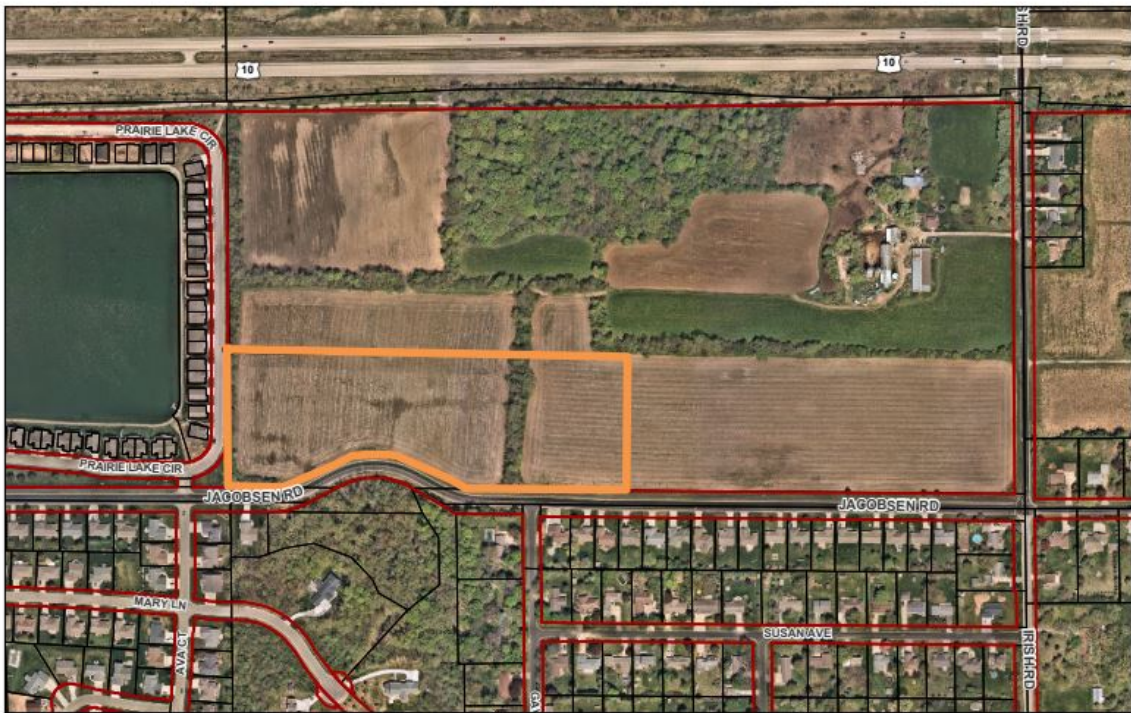
Staff Recommendation

Staff recommends conditional approval of this preliminary plat with the following conditions:

1. The subdivision shall provide all required information as specified in the Villages Chapter 419 for preliminary plats.
2. Full submittal, review and approval of the drainage plan are required meeting Village and DNR requirements.
3. Receipt of the recommendation of the Park Commission.
4. Owners of adjacent land must be identified
5. A neighborhood location map must be provided
6. A feasibility report on sewage and water facilities must be provided
7. Zoning must be shown within and adjacent to the subdivision
8. A drawing of present and proposed street grades and storm water drainage must be provided
9. A draft of the covenants or restrictions, if proposed must be provided.
10. A Development Agreement shall be executed prior to any lot sales.
11. The temporary cul-de-sac shall be more clearly defined showing that lots 40 and 41 are not developable until Americus Street is extended east.

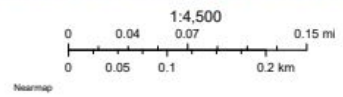
Location Map

Fox Crossing Public Web Map



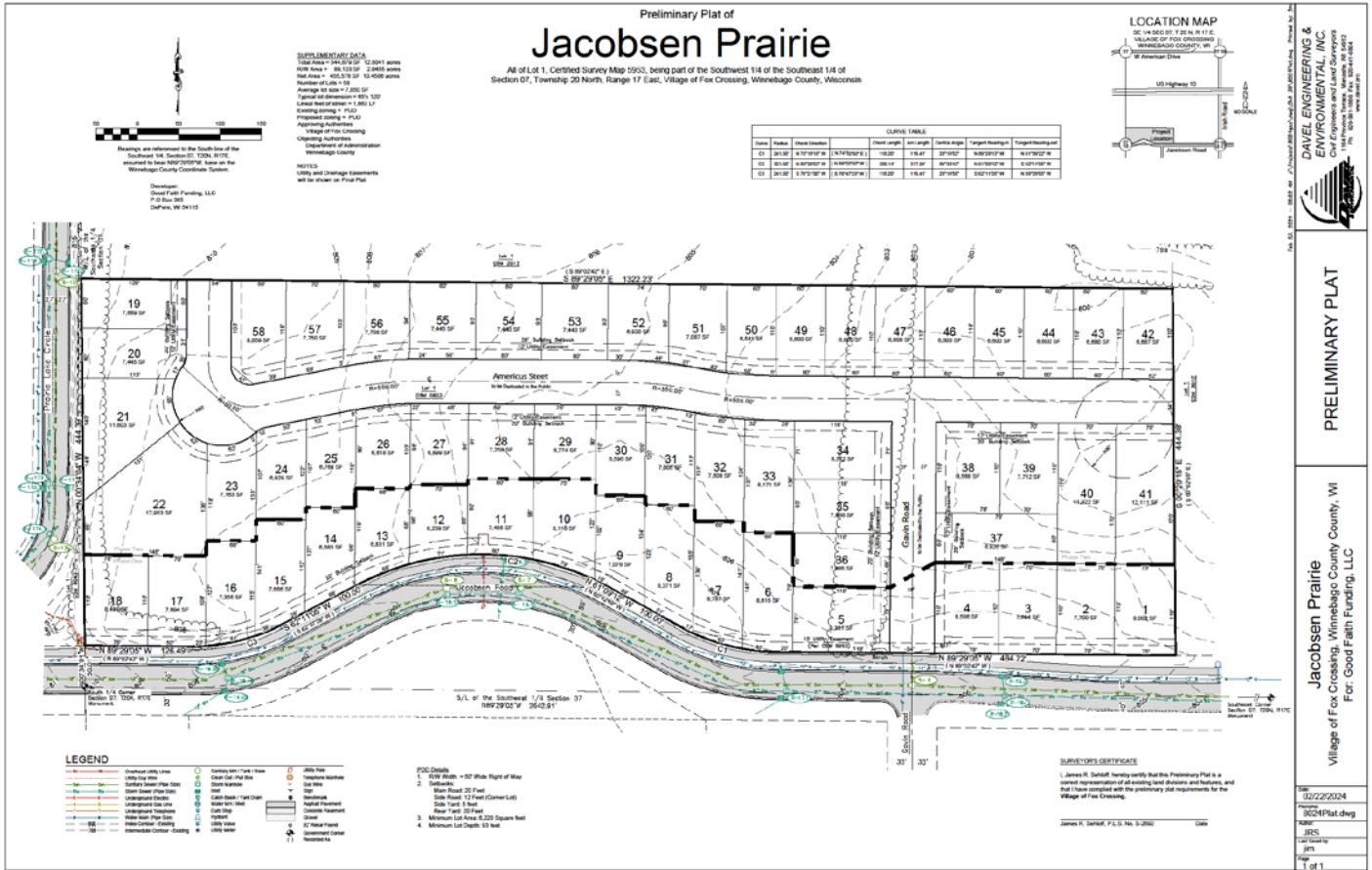
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- Fox Crossing Municipal Boundary
- Parcels - Fox Crossing
- Road ROW
- County Boundary



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

Proposed Preliminary Plat



RES #240325-2

AWARD BID – PLANK ROAD SANITARY SEWER AND WATER LATERAL IMPROVEMENT PROJECT

WHEREAS, on March 15, 2024, sealed bids for the Plank Road Sanitary Sewer and Water Lateral Improvement Project were due in the office of the Utility 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)

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid #1</u>
De Groot, Inc.	\$1,878,277.16	\$1,609,652.87
PTS Contractors, Inc.	\$1,740,860.00	\$ 0.00
Advanced Construction, Inc.	\$1,816,902.25	\$ 0.00
Jossart Brothers, Inc.	\$1,998,155.00	\$ 0.00

WHEREAS, it is the recommendation of Engineer Zach Laabs and Public Works Director Joe Hoechst to award Alternate Bid #1 to the lowest responsible bidder, DeGroot, Inc., in the total amount of \$1,609,652.87, 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 Alternate Bid #1 for the Plank Road Sanitary Sewer and Water Lateral project, to the lowest responsible bidder, **4201 Champion Road, Green Bay, Wisconsin**, for the total amount of **\$1,609,652.87**.

Adopted this 25th day of March, 2024

Requested by: Joe Hoechst, Public Works Director
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



March 22, 2024

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

Re: Fox Crossing Utilities
Plank Road Sanitary & Water Lateral Reconstruction
Letter of Recommendation
McM. No. F0058-09-23-00695

Dear Joe:

On March 15, 2024, bids were received via QuestCDN for the above referenced project. Four bids were received for the Base Bid, ranging in price from \$1,740,860.00 to \$1,998,155.00 and one Alternate Bid for \$1,609,652.87 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0058-09-23-00695 Alternate Bid A to De Groot, Inc. in the amount of \$1,609,652.87.

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

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

Respectfully,

McMahon Associates, Inc.

Zachary R. Laabs, EIT
Municipal & Civil Engineer

ZRL:car

Enclosures: Notice of Award
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: DE GROOT, INC.
4201 Champion Road
Green Bay, WI 54311

Contract No. F0058-09-23-00695

Project: PLANK ROAD SANITARY & WATER LATERAL
For The
FOX CROSSING UTILITIES
Winnebago County, Wisconsin

You are notified that your Bid, dated March 15, 2024, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Plank Road Sanitary and Water Lateral Reconstruction for the Fox Crossing Utilities, Winnebago County, Wisconsin.

The Contract Price of your Contract is One Million Six Hundred Nine Thousand Six Hundred Fifty-Two & 87/100 Dollars (\$1,609,652.87).

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.

FOX CROSSING UTILITIES | Winnebago County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

OWNER: FOX CROSSING UTILITIES
Project Name: Plank Road Sanitary & Water Lateral Reconstruction
Contract No.: F0058-09-23-00695
Bid Date/Time: March 15, 2024 @ 10:00 a.m., local time
Project Manager: Zach Laabs, EIT

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

PTS CONTRACTORS, INC.
 4075 Eaton Road
 Green Bay, WI 54311

ADVANCE CONSTRUCTION, INC.
 2141 Woodale Avenue
 Green Bay, WI 54313

DE GROOT, INC.
 4201 Champion Road
 Green Bay, WI 54311

JOSSART BROTHERS, INC.
 1682 Swan Road
 De Pere, WI 54115

BASE BID | PLANK ROAD SANITARY

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	1	L.S.	Mobilization / Bonding / Insurance - Sanitary	\$6,950.00	\$6,950.00	\$20,000.00	\$20,000.00	\$6,565.00	\$6,565.00	\$43,000.00	\$43,000.00
2.	1	L.S.	Trench Dewatering for Sanitary Sewer	\$2,900.00	\$2,900.00	\$22,000.00	\$22,000.00	\$18,972.85	\$18,972.85	\$20,000.00	\$20,000.00
3.	2,200	L.F.	8 Inch Sanitary	\$136.00	\$299,200.00	\$128.00	\$281,600.00	\$111.10	\$244,420.00	\$118.00	\$259,600.00
4.	14,500	TON	Sanitary Sewer Special Backfill	\$7.50	\$108,750.00	\$4.00	\$58,000.00	\$15.15	\$219,675.00	\$12.00	\$174,000.00
5.	60	V.F.	4 Foot Diameter Sanitary Manhole	\$665.00	\$39,900.00	\$620.00	\$37,200.00	\$752.26	\$45,135.60	\$650.00	\$39,000.00
6.	7	Ea.	Sanitary Manhole Final Adjustment	\$520.00	\$3,640.00	\$500.00	\$3,500.00	\$808.00	\$5,656.00	\$600.00	\$4,200.00
7.	26	Ea.	4" x 8" Sanitary Wye	\$175.00	\$4,550.00	\$445.00	\$11,570.00	\$1,106.22	\$28,761.72	\$250.00	\$6,500.00
8.	1	Ea.	Reconnect Existing Sanitary Lateral to New Sanitary Main	\$935.00	\$935.00	\$681.25	\$681.25	\$2,020.00	\$2,020.00	\$500.00	\$500.00
9.	27	Ea.	Abandon Sanitary Lateral	\$1,595.00	\$43,065.00	\$1,550.00	\$41,850.00	\$1,666.50	\$44,995.50	\$2,250.00	\$60,750.00
10.	1	L.S.	Sanitary Trench Compaction / Certification	\$4,600.00	\$4,600.00	\$7,100.00	\$7,100.00	\$8,585.00	\$8,585.00	\$5,000.00	\$5,000.00
11.	1	L.S.	Post-Construction Mainline Televising	\$2,830.00	\$2,830.00	\$2,750.00	\$2,750.00	\$3,030.00	\$3,030.00	\$2,900.00	\$2,900.00
SUB-TOTAL (Items 1. through 11., Inclusive)					\$517,320.00		\$486,251.25		\$627,816.67		\$615,450.00

BASE BID | PLANK ROAD SANITARY LATERALS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
12.	1	L.S.	Mobilization / Bonding / Insurance - Sanitary Laterals	\$14,920.00	\$14,920.00	\$10,000.00	\$10,000.00	\$3,535.00	\$3,535.00	\$44,000.00	\$44,000.00
13.	400	L.F.	4 Inch Sanitary Lateral Excavated	\$145.00	\$58,000.00	\$212.00	\$84,800.00	\$84.71	\$33,884.00	\$147.00	\$58,800.00
14.	400	L.F.	4 Inch Sanitary Lateral Excavated - Below Existing Sanitary Force Mains	\$170.00	\$68,000.00	\$212.00	\$84,800.00	\$102.39	\$40,956.00	\$215.00	\$86,000.00
15.	150	L.F.	4 Inch Sanitary Lateral Excavated to Remove Sag	\$213.00	\$31,950.00	\$212.00	\$31,800.00	\$202.88	\$30,432.00	\$225.00	\$33,750.00
16.	100	L.F.	4" Sanitary Lateral Excavated to Remove Sag - Below Existing Sanitary Force Mains	\$280.00	\$28,000.00	\$212.00	\$21,200.00	\$237.43	\$23,743.00	\$425.00	\$42,500.00
17.	2,000	TON	Special Backfill - Sanitary Lateral	\$7.50	\$15,000.00	\$4.00	\$8,000.00	\$15.15	\$30,300.00	\$12.00	\$24,000.00
18.	10	Ea.	Sanitary Lateral Liner Set Up	\$565.00	\$5,650.00	\$550.00	\$5,500.00	\$572.17	\$5,721.70	\$575.00	\$5,750.00
19.	600	L.F.	4 Inch Sanitary Lateral Lined	\$87.00	\$52,200.00	\$85.00	\$51,000.00	\$88.43	\$53,058.00	\$89.25	\$53,550.00
20.	4,400	L.F.	4 Inch Sanitary Lateral Pipe Burst	\$5.00	\$22,000.00	\$5.00	\$22,000.00	\$5.20	\$22,880.00	\$5.25	\$23,100.00
21.	40	Ea.	Lateral Pipe Burst Set Up and Inside Reconnect	\$5,400.00	\$216,000.00	\$5,250.00	\$210,000.00	\$5,461.58	\$218,463.20	\$5,500.00	\$220,000.00
22.	19	Ea.	Lateral Pipe Burst Set Up and Outside Reconnect at Foundation	\$5,400.00	\$102,600.00	\$5,250.00	\$99,750.00	\$5,461.58	\$103,770.02	\$5,500.00	\$104,500.00
23.	30	Ea.	Outside Spot Excavation for Pipe Burst Lateral	\$770.00	\$23,100.00	\$750.00	\$22,500.00	\$780.23	\$23,406.90	\$790.00	\$23,700.00
24.	10	Ea.	4 Inch Outside Cleanout with Cap (Excavate and Install)	\$1,015.00	\$10,150.00	\$1,000.00	\$10,000.00	\$1,212.00	\$12,120.00	\$1,050.00	\$10,500.00
25.	10	Ea.	4 Inch Outside Cleanout with Cap (Open Trench Installation)	\$260.00	\$2,600.00	\$250.00	\$2,500.00	\$260.08	\$2,600.80	\$260.00	\$2,600.00
26.	40	Ea.	4 Inch Inside Cleanout with Cap	\$102.00	\$4,080.00	\$100.00	\$4,000.00	\$104.03	\$4,161.20	\$105.00	\$4,200.00
27.	20	Ea.	Floor Drain	\$102.00	\$2,040.00	\$100.00	\$2,000.00	\$104.03	\$2,080.60	\$105.00	\$2,100.00
28.	120	Ea.	Interior 4 inch Bend / Wye	\$15.40	\$1,848.00	\$15.00	\$1,800.00	\$15.60	\$1,872.00	\$15.75	\$1,890.00
29.	120	Ea.	Interior Fernco Connection	\$15.40	\$1,848.00	\$15.00	\$1,800.00	\$15.60	\$1,872.00	\$15.75	\$1,890.00
30.	200	Ea.	Redi-Crete Floor Restoration	\$21.00	\$4,200.00	\$20.00	\$4,000.00	\$20.81	\$4,162.00	\$21.00	\$4,200.00
31.	500	L.F.	4 Inch Rigid Insulation (2' Wide)	\$7.00	\$3,500.00	\$7.00	\$3,500.00	\$10.10	\$5,050.00	\$7.50	\$3,750.00
32.	80	Ea.	Pre-Construction Lateral Televising	\$154.00	\$12,320.00	\$98.00	\$7,840.00	\$106.05	\$8,484.00	\$103.00	\$8,240.00
33.	120	Ea.	Post-Construction Lateral Televising	\$90.00	\$10,800.00	\$88.00	\$10,560.00	\$95.95	\$11,514.00	\$90.00	\$10,800.00
SUB-TOTAL (Items 12. through 33., Inclusive)					\$690,806.00		\$699,350.00		\$644,066.42		\$769,820.00

BASE BID | PLANK ROAD WATER LATERALS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
34.	1	L.S.	Mobilization / Bonding / Insurance - Water Laterals	\$11,950.00	\$11,950.00	\$2,500.00	\$2,500.00	\$2,525.00	\$2,525.00	\$37,000.00	\$37,000.00
35.	2,500	L.F.	1 Inch Water Service - Pulled	\$60.00	\$150,000.00	\$45.00	\$112,500.00	\$46.46	\$116,150.00	\$47.25	\$118,125.00
36.	700	L.F.	1 Inch Water Service - Pulled with Sanitary Lateral	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$3.12	\$2,184.00	\$3.15	\$2,205.00
37.	300	L.F.	1 Inch Water Service - Excavated	\$82.00	\$24,600.00	\$102.00	\$30,600.00	\$36.36	\$10,908.00	\$130.00	\$39,000.00
38.	1,600	TON	Special Backfill - Water Service	\$7.50	\$12,000.00	\$15.00	\$24,000.00	\$15.15	\$24,240.00	\$12.00	\$19,200.00
39.	51	Ea.	1 Inch Water Service Set	\$595.00	\$30,345.00	\$3,000.00	\$153,000.00	\$2,472.54	\$126,099.54	\$575.00	\$29,325.00
40.	33	Ea.	Remove and Replace Water Shut Off Box and Rod	\$650.00	\$21,450.00	\$1,076.00	\$35,508.00	\$1,036.26	\$34,196.58	\$1,500.00	\$49,500.00
41.	500	L.F.	4 Inch Rigid Insulation (2' Wide)	\$7.00	\$3,500.00	\$7.00	\$3,500.00	\$10.10	\$5,050.00	\$7.50	\$3,750.00
SUB-TOTAL (Items 34. through 41., Inclusive)					\$255,945.00		\$363,708.00		\$321,353.12		\$298,105.00

BID TABULATION

OWNER: FOX CROSSING UTILITIES
Project Name: Plank Road Sanitary & Water Lateral Reconstruction
Contract No.: F0058-09-23-00695
Bid Date/Time: March 15, 2024 @ 10:00 a.m., local time
Project Manager: Zach Laabs, EIT

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

PTS CONTRACTORS, INC.
 4075 Eaton Road
 Green Bay, WI 54311

ADVANCE CONSTRUCTION, INC.
 2141 Woodale Avenue
 Green Bay, WI 54313

DE GROOT, INC.
 4201 Champion Road
 Green Bay, WI 54311

JOSSART BROTHERS, INC.
 1682 Swan Road
 De Pere, WI 54115

BASE BID | PLAN ROAD PAVEMENT / RESTORATION / MISCELLANEOUS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
42.	1	L.S.	Mobilization / Bonding / Insurance - Pavement & Restoration	\$5,700.00	\$5,700.00	\$8,000.00	\$8,000.00	\$6,868.00	\$6,868.00	\$40,000.00	\$40,000.00
43.	1	L.S.	Traffic Control	\$18,350.00	\$18,350.00	\$17,843.00	\$17,843.00	\$18,937.50	\$18,937.50	\$20,000.00	\$20,000.00
44.	13	Ea.	Inlet Protection	\$77.00	\$1,001.00	\$75.00	\$975.00	\$126.25	\$1,641.25	\$80.00	\$1,040.00
45.	12	Ea.	Ditch Checks	\$154.00	\$1,848.00	\$150.00	\$1,800.00	\$85.85	\$1,030.20	\$160.00	\$1,920.00
46.	1,000	S.F.	6 Inch Concrete Driveways	\$8.60	\$8,600.00	\$7.75	\$7,750.00	\$7.54	\$7,540.00	\$8.25	\$8,250.00
47.	1,250	S.Y.	6.5 Inch Concrete (Plank Road Lower Layer)	\$68.00	\$85,000.00	\$63.00	\$78,750.00	\$70.59	\$88,237.50	\$70.00	\$87,500.00
48.	1,000	S.Y.	Mill 2-1/2 Inch Existing Asphalt Pavement	\$10.00	\$10,000.00	\$9.50	\$9,500.00	\$9.89	\$9,890.00	\$10.00	\$10,000.00
49.	2,250	S.Y.	2-1/2 Inch HMA 4 MT 58-28 5 (Plank Road Surface Layer)	\$14.60	\$32,850.00	\$14.25	\$32,062.50	\$14.83	\$33,367.50	\$15.00	\$33,750.00
50.	1,000	S.Y.	Remove and Replace 3 Inch HMA Trail/Driveway 4 LT 58-28 S	\$27.80	\$27,800.00	\$27.00	\$27,000.00	\$28.09	\$28,090.00	\$28.50	\$28,500.00
51.	500	L.F.	Remove and Replace 30 Inch Concrete Curb and Gutter	\$65.00	\$32,500.00	\$65.00	\$32,500.00	\$60.34	\$30,170.00	\$60.00	\$30,000.00
52.	250	TON	Base Aggregate Dense, 3/4 Inch for Shouldering	\$19.00	\$4,750.00	\$17.35	\$4,337.50	\$30.30	\$7,575.00	\$16.00	\$4,000.00
53.	6,000	S.Y.	3 Inch Topsoil, Seed and E-Mat	\$6.80	\$40,800.00	\$6.60	\$39,600.00	\$7.32	\$43,920.00	\$7.00	\$42,000.00
54.	300	L.F.	Pavement Marking - Yellow Epoxy	\$3.30	\$990.00	\$3.25	\$975.00	\$3.38	\$1,014.00	\$3.40	\$1,020.00
55.	2,000	L.F.	Pavement Marking - White Epoxy	\$3.30	\$6,600.00	\$3.25	\$6,500.00	\$3.38	\$6,760.00	\$3.40	\$6,800.00
SUB-TOTAL (Items 42. through 55., Inclusive)					\$276,789.00		\$267,593.00		\$285,040.95		\$314,780.00
TOTAL BASE BID (Items 1. through 55., Inclusive)					\$1,740,860.00		\$1,816,902.25		\$1,878,277.16		\$1,998,155.00

ALTERNATE BID A | PLANK ROAD SANITARY LATERALS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	1	L.S.	Mobilization / Bonding / Insurance - Sanitary Laterals		\$0.00		\$0.00	\$26,007.50	\$26,007.50		\$0.00
A-2	200	L.F.	4 Inch Sanitary Lateral Excavated		\$0.00		\$0.00	\$182.94	\$36,588.00		\$0.00
A-3	450	L.F.	4 Inch Sanitary Lateral Excavated to Remove Sag		\$0.00		\$0.00	\$377.00	\$169,650.00		\$0.00
A-4	300	L.F.	4" Sanitary Lateral Excavated to Remove Sag - Below Existing Sanitary Force Mains		\$0.00		\$0.00	\$552.24	\$165,672.00		\$0.00
A-5	1,500	TON	Special Backfill - Sanitary Lateral		\$0.00		\$0.00	\$17.17	\$25,755.00		\$0.00
A-6	20	Ea.	Sanitary Lateral Liner Set Up		\$0.00		\$0.00	\$588.83	\$11,776.60		\$0.00
A-7	1,800	L.F.	4 Inch Sanitary Lateral Lined		\$0.00		\$0.00	\$91.00	\$163,800.00		\$0.00
A-8	4,700	L.F.	4 Inch Sanitary Lateral Pipe Burst		\$0.00		\$0.00	\$9.09	\$42,723.00		\$0.00
A-9	30	Ea.	Lateral Pipe Burst Set Up and Inside Reconnect		\$0.00		\$0.00	\$5,726.70	\$171,801.00		\$0.00
A-10	19	Ea.	Lateral Pipe Burst Set Up and Outside Reconnect at Foundation		\$0.00		\$0.00	\$5,726.70	\$108,807.30		\$0.00
A-11	25	Ea.	Outside Spot Excavation for Pipe Burst Lateral		\$0.00		\$0.00	\$818.10	\$20,452.50		\$0.00
A-12	25	Ea.	4 Inch Outside Cleanout with Cap (Excavate and Install)		\$0.00		\$0.00	\$1,090.80	\$27,270.00		\$0.00
A-13	25	Ea.	4 Inch Outside Cleanout with Cap (Open Trench Installation)		\$0.00		\$0.00	\$272.70	\$6,817.50		\$0.00
A-14	30	Ea.	4 Inch Inside Cleanout with Cap		\$0.00		\$0.00	\$109.08	\$3,272.40		\$0.00
A-15	15	Ea.	Floor Drain		\$0.00		\$0.00	\$109.08	\$1,636.20		\$0.00
A-16	90	Ea.	Interior 4 Inch Bend / Wye		\$0.00		\$0.00	\$21.82	\$1,963.80		\$0.00
A-17	90	Ea.	Interior Fernco Connection		\$0.00		\$0.00	\$16.36	\$1,472.40		\$0.00
A-18	150	Ea.	Redi-Crete Floor Restoration		\$0.00		\$0.00	\$21.82	\$3,273.00		\$0.00
A-19	500	L.F.	4 Inch Rigid Insulation (2" Wide)		\$0.00		\$0.00	\$12.12	\$6,060.00		\$0.00
A-20	80	Ea.	Pre-Construction Lateral Televising		\$0.00		\$0.00	\$116.15	\$9,292.00		\$0.00
A-21	120	Ea.	Post-Construction Lateral Televising		\$0.00		\$0.00	\$106.05	\$12,726.00		\$0.00
SUB-TOTAL ALTERNATE BID (Items A-1 through A-21, Inclusive)					\$0.00		\$0.00		\$1,016,816.20		\$0.00

BID TABULATION

OWNER: FOX CROSSING UTILITIES
Project Name: Plank Road Sanitary & Water Lateral Reconstruction
Contract No.: F0058-09-23-00695
Bid Date/Time: March 15, 2024 @ 10:00 a.m., local time
Project Manager: Zach Laabs, EIT

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

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 Green Bay, WI 54311

ADVANCE CONSTRUCTION, INC.
 2141 Woodale Avenue
 Green Bay, WI 54313

DE GROOT, INC.
 4201 Champion Road
 Green Bay, WI 54311

JOSSART BROTHERS, INC.
 1682 Swan Road
 De Pere, WI 54115

ALTERNATE BID | PLANK ROAD WATER LATERALS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-22	1	L.S.	Mobilization / Bonding / Insurance - Water Laterals		\$0.00		\$0.00	\$25,755.00	\$25,755.00		\$0.00
A-23	1,800	L.F.	1 Inch Water Service - Pulled		\$0.00		\$0.00	\$56.56	\$101,808.00		\$0.00
A-24	1,400	L.F.	1 Inch Water Service - Pulled with Sanitary Lateral		\$0.00		\$0.00	\$6.06	\$8,484.00		\$0.00
A-25	300	L.F.	1 Inch Water Service - Excavated		\$0.00		\$0.00	\$66.66	\$19,998.00		\$0.00
A-26	1,600	TON	Special Backfill - Water Service		\$0.00		\$0.00	\$17.17	\$27,472.00		\$0.00
A-27	51	Ea.	1 Inch Water Service Set		\$0.00		\$0.00	\$3,280.54	\$167,307.54		\$0.00
A-28	33	Ea.	Remove and Replace Water Shut Off Box and Rod		\$0.00		\$0.00	\$1,187.76	\$39,196.08		\$0.00
A-29	500	L.F.	4 Inch Rigid Insulation (2' Wide)		\$0.00		\$0.00	\$11.11	\$5,555.00		\$0.00
SUB-TOTAL ALTERNATE BID (Items A-22 through A-29, Inclusive)					\$0.00		\$0.00	\$395,575.62			\$0.00

ALTERNATE BID A | PLANK ROAD PAVEMENT / RESTORATION / MISCELLANEOUS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-30	1	L.S.	Mobilization / Bonding / Insurance - Pavement & Restoration		\$0.00		\$0.00	\$18,685.00	\$18,685.00		\$0.00
A-31	1	L.S.	Traffic Control		\$0.00		\$0.00	\$24,745.00	\$24,745.00		\$0.00
A-32	13	Ea.	Inlet Protection		\$0.00		\$0.00	\$136.35	\$1,772.55		\$0.00
A-33	12	Ea.	Ditch Checks		\$0.00		\$0.00	\$126.25	\$1,515.00		\$0.00
A-34	1,000	S.F.	Remove and Replace 6 Inch Concrete Driveways		\$0.00		\$0.00	\$9.79	\$9,790.00		\$0.00
A-35	400	S.Y.	6.5 Inch Concrete (Plank Road Lower Layer)		\$0.00		\$0.00	\$89.20	\$35,680.00		\$0.00
A-36	400	S.Y.	2-1/2 Inch HMA 4 MT S8-28 S (Plank Road Surface Layer)		\$0.00		\$0.00	\$17.68	\$7,072.00		\$0.00
A-37	800	S.Y.	Remove and Replace 3 Inch HMA Trail/Driveway 4 LT 58-28 S		\$0.00		\$0.00	\$29.67	\$23,736.00		\$0.00
A-38	400	L.F.	Remove and Replace 30 Inch Concrete Curb and Gutter		\$0.00		\$0.00	\$67.45	\$26,980.00		\$0.00
A-39	250	TON	Base Aggregate Dense, 3/4 Inch for Shouldering		\$0.00		\$0.00	\$35.35	\$8,837.50		\$0.00
A-40	4,000	S.Y.	3 Inch Topsoil, Seed and E-Mat		\$0.00		\$0.00	\$9.09	\$36,360.00		\$0.00
A-41	200	L.F.	Pavement Marking - Yellow Epoxy		\$0.00		\$0.00	\$3.48	\$696.00		\$0.00
A-42	400	L.F.	Pavement Marking - White Epoxy		\$0.00		\$0.00	\$3.48	\$1,392.00		\$0.00
SUB-TOTAL ALTERNATE BID (Items A-30 through A-42, Inclusive)					\$0.00		\$0.00	\$197,261.05			\$0.00
TOTAL ALTERNATE BID (Items A-1 through A-42, Inclusive)					\$0.00		\$0.00	\$1,609,652.87			\$0.00

Bid Security	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond
Addendum Acknowledgement	Yes #1	Yes #1	Yes #1	Yes #1

	Subcontractor	Subcontractor	Subcontractor	Subcontractor
Paving	MCC, Inc.	MCC, Inc.	MCC, Inc.	MCC, Inc.
Pavement Markings	Crowley Const.	Crowley Const.	N/A	N/A
Concrete	Sommers Const.	Sommers Const.	Sommers Const.	Sommers Const.
Bursting	Scott Lamers Const.	Scott Lamers Const.	Scott Lamers Const.	Scott Lamers Const
Piping Lining	Speedy Clean	N/A	Speedy Clean	N/A
Traffic Control	N/A	N/A	NA	Barricade Flasher

RES #230325-3

MEMORANDUM OF UNDERSTANDING FOR OPERATION OF BIRD RIDES, INC. IN THE VILLAGE OF FOX CROSSING, WISCONSIN

WHEREAS, Bird Rides, Inc. currently operates a fleet of dockless, stand-up electric scooters within the Cities of Appleton, Neenah, and Menasha; and

WHEREAS, Bird Rides, Inc. requests to operate within the jurisdiction of the Village of Fox Crossing; and

WHEREAS, in 2022, the Village established a Bird stand-up electric scooter pilot program within the Village of Fox Crossing to evaluate the desire of establishing a regulatory framework for the long-term operation of Bird stand-up electric scooters within the Village as well as to better determine the regulatory cost to the Village; and

WHEREAS, in 2024, the Village agrees to allow Bird Rides, Inc. to operate an electric scooter program for another year under the terms of the attached Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby authorizes the Village President and Village Clerk to execute the Memorandum of Understanding for Operation of Bird Rides, Inc. in the Village of Fox Crossing, Wisconsin, as attached.

Adopted this 25th day of March, 2024

Requested by: Jeffrey Sturgell, Village Manager

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

MEMORANDUM OF UNDERSTANDING

Operation of Bird Rides, Inc. in the Village of Fox Crossing, Wisconsin

Pursuant to this Memorandum of Understanding (hereinafter the "MOU") for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter "electric scooter") within the Village of Fox Crossing, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as "Bird") and the Village of Fox Crossing, a municipal corporation (hereinafter referred to as the "Village") (collectively "parties") hereby agree as follows:

WITNESSETH:

WHEREAS Bird, represented by Jimmy Gilman; and

WHEREAS the Village, whose address is Village of Fox Crossing, 2000 Municipal Drive, Neenah, WI 54956, is willing to continue a Bird stand-up electric scooter program within the Village of Fox Crossing to evaluate the desire of establishing a regulatory framework for the long-term operation of Bird stand-up electric scooters within the Village as well as to better determine the regulatory cost to the Village; and

NOW, THEREFORE, in consideration of the above promises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the Village do agree as follows:

Section 1. DEFINITIONS

- 1.1. "Code" shall mean the Municipal Code of the Village of Fox Crossing, Wisconsin.
- 1.2. "Customer" shall mean a person who has downloaded Bird's app to their smart phone or other device.
- 1.3. "Dockless" shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smart-phone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4. "Electric scooter" shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.
- 1.5. "Equipment" shall mean dockless, stand-up electric scooters.
- 1.6. "Geo-fencing" shall mean the ability of Bird to create no-ride or no-parking zones using GPS to create a digital fence around a designated area, that is marked as a red zone on the Bird app.

- 1.7. "Improperly parked" shall mean electric scooters parked in violation of section 5.5. of this MOU.
- 1.8. "Notice" and "Notification" shall mean notice from the public or notification from the Village.
- 1.9. "Preferred parking area" shall mean areas designated in the Bird app as a location where customers may finish their ride and park the Bird electric scooter in order to receive a discount on the customer's next ride of a Bird electric scooter.
- 1.10. "Unsafe" shall mean any dockless, stand-up electric scooters, that could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.11. "Unused electric scooter" shall mean any dockless, stand-up electric scooter parked in one location for more than 7 consecutive days without being used.

Section 2. PURPOSE AND GOALS

- 2.1. It is the purpose of the Village to initiate a Dockless, Stand-up Electric Scooter Pilot Program (hereinafter the "pilot") with Bird, to further, solicit feedback on, and evaluate the effectiveness of electric scooters in Fox Crossing.
- 2.2. The Goals of this pilot are as follows:
 - 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
 - 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
 - 2.2.3. Contribute to local tourism: Electric scooters allow for easier and more convenient access to local parks, trails, shopping and site-seeing locations.
 - 2.2.4. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.

Section 3. PILOT DURATION

3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2024.

3.2. Suspension.

The pilot may be immediately suspended at any point and without cause by the Director of Parks and Recreation, or the Police Chief, for the purpose of working through any concerns with Bird.

3.3. Termination.

The pilot may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of Parks and Recreation may terminate the pilot on behalf of the Village.

3.4. Modification.

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

Section 4. DUTIES OF BIRD

4.1. Maximum number of scooters and zones of operation.

4.1.1. Bird shall provide zero (0) electric scooters within the Village throughout the duration of the pilot; electric scooters may proceed through areas of the Village authorized in Section 5.4 of this agreement, but no electric scooters may be initially deployed within the Village or purposefully deployed by Bird or its representatives after charging, maintaining, reconditioning, or relocating.

4.1.2. A review of the maximum number of electric scooters within the Village or within a specific zone may be requested by either party. The parties agree to work together to come to a resolution for the duration of the pilot.

4.2. Local operations.

Bird shall provide name and contact information for a designated representative to the Village prior to the commencement of operations in the Village and in no event later than thirty (30) days after execution of this agreement.

4.3. Reporting and data sharing.

4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, of their individual trip history, gathered by Bird shall be provided to the Director of Parks and Recreation on at least a monthly basis using anonymized keys.

4.3.2. The following information shall be required on the first of each month throughout the duration of the pilot, or as directed by the Director of Parks and Recreation:

- 4.3.2.1. Total downloads, active customers & repeat customer information;
- 4.3.2.2. List of reported parking complaints including: description location of incident, description of Bird response, and response time;
- 4.3.2.3. Incidents of electric scooter theft and vandalism;
- 4.3.2.4. Electric scooter maintenance reports;
- 4.3.2.5. Complaints received by Bird;
- 4.3.2.6. Accident/crash information; and
- 4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to the Fox Crossing Police Department upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the Village waterways or waterways located adjacent to the Village may result in the release of hazardous wastes into the environment. If a Bird electric scooter is fully or partially submerged in a Village waterway or waterway located adjacent to the Village, Bird shall commence removal and site restoration. If Bird fails to comply with removal, the Village may respond, cause removal and require reimbursement.

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the Village of Fox Crossing.

The Village will work with Bird and neighboring municipalities (those with similar agreements) to determine areas of allowable use. Until additional agreement of the parties, Bird scooters shall be geofenced to operate only within areas designated in the attached **Exhibit A**. Designated starting and stopping points within the Village shall only be as indicated in **Exhibit B**.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the Village may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

4.9. Geo-fencing of bridges, overpasses and roundabouts.

Bird shall geo-fence all bridges, overpasses and roundabouts to prevent customers from ending their ride on them in order to increase accessibility for pedestrians. The parties acknowledge that customers may traverse the bridges, overpasses and roundabouts.

4.10. Preferred parking zones.

Bird agrees to work with the Village to create preferred parking zones within the Village prior to the deployment of Bird electric scooters. The parties agree that, throughout the duration of the pilot, they will continue to work jointly to adjust the preferred parking zones as necessary.

Section 5. OPERATING REGULATIONS

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 12 mph.

5.3. Electric scooter availability and hours of operation.

5.3. 1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed back in the original communities in which the electric scooters were deployed. Bird agrees to work with the Director of Parks and Recreation, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the Village for the duration of the pilot. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

- 5.3.2. Hours of operation. Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.
- 5.3.3. Winter operation. Bird shall begin to remove electric scooters from use upon the first seasonal onset of snow accumulation within the Village, or as directed by Director of Parks and Recreation, or designee.
- 5.4. Proper electric scooter use.
 - 5.4.1. Electric scooters shall be operated and regulated in the same manner as bicycles and may be operated on roadways, sidewalks, bike lanes, and bike paths, unless otherwise stated in State or Village regulations.
 - 5.4.2. As shown in **Exhibit A**, Electric scooters may only be operated on the Village of Fox Crossing section of the commonly referred to "Loop the Lake Trail" that extends through Fox Crossing, the City of Menasha, and the City of Neenah. This section begins at the south Village border on North Lake Street, runs northerly to Fritse Park, and terminates at the entrance of the Trestle Trail within Fritse Park.
 - 5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.
 - 5.4.4. Electric scooters shall not be operated by individuals under the age of 18.
- 5.5. Proper electric scooter parking.
 - 5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.
 - 5.5.2. Bird shall keep the sidewalk and trail free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk/trail or against or adjacent to windows.
 - 5.5.3. Electric scooters shall not be parked in any location on the trail or sidewalk along North Lake Street; electric scooters shall only be parked within an area in Fritse Park identified by the Director of Parks and Recreation.
 - 5.5.4. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.

Section 6. INSURANCE REQUIREMENTS

Bird shall comply with the requirements contained within the attached **Exhibit C** Insurance Requirements -Bird Pilot Program.

Section 7. INDEMNIFICATION

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this pilot. Bird will save and indemnify and keep harmless and defend the Village against all liabilities, judgments, costs and expenses which may be claimed by a third party against the Village resulting from the negligence or misconduct of Bird, or its agents or employees, except to the extent arising out of or resulting from the Village's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the Village by reason of the negligence or misconduct of Bird, or its agents or employees, in connection with Bird's participation in this pilot, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The Village may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the Village or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the Village without the Village's written consent that either (1) requires the Village to admit liability, or (2) exceeds the limits of Bird's insurance policies. Village shall cooperate in **all** reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the Village shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

Section 8. MISCELLANEOUS

8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the other party.

8.2. Notices, Records, Invoices, Billings and Reports.

8.2.1. All notices required to be sent by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the Village:

Director of Parks and Recreation
Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

For Bird:

8605 Santa Monica
Blvd. #20388
West Hollywood, CA
90069

8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

8.3. Payment.

Bird agrees to pay to the Village zero (0) per ride.

8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Village or County shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of Agreement.

8.5.1. This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employee of either of the parties.

8.5.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.5.3. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this Agreement is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the Village is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Bird acknowledges that it is obligated to assist the Village in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the Village harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the pilot itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officer.

BIRD RIDES, INC.

By: _____

Printed Name: _____

Date: _____

Title: _____

VILLAGE OF FOX CROSSING

By: _____

Dale A. Youngquist, Village President

Date: _____

By: _____

Darla M. Fink, Village Clerk

Date: _____

EXHIBIT A

Authorized Bird Scooter Route



EXHIBIT B

Authorized Bird Scooter Parking



EXHIBIT C

Village of Fox Crossing, Wisconsin Insurance Requirements

Bird shall not begin any work under this MOU until proof of insurance required has been provided to the applicable department before the MOU is considered for approval by the Village of Fox Crossing.

It is hereby agreed and understood that the insurance required by the Village of Fox Crossing is primary coverage and that any insurance or self-insurance maintained by the Village of Fox Crossing, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to any work being done under this MOU and remain in force until the pilot is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. GENERAL REOUIRMENTS

- A certificate of insurance acceptable to the Village evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided before Bird places any dockless equipment in the Village of Fox Crossing. If such certificate is not received, the Village of Fox Crossing has the authority to remove Bird from this pilot program. If such certificate expires prior to the end date of this pilot, a current certificate shall be provided within one business day of the previous certificate's termination and must demonstrate that no lapse in coverage has occurred.
- Bird must notify Village of any cancellation, non-renewal, or material change by any insurers providing the coverage required by the Village for the duration of this pilot within fourteen (14) days.
- Insurance companies must be acceptable to the Village and should have a current A.M. Best rating of A- and a Financial Size Category of no less than Class VI.
- All policies shall be written on an occurrence form.
- Bird must provide the Village either a copy of their Commercial General Liability and Auto Liability insurance policies, including all endorsements, or a certificate of insurance with the applicable endorsements showing that the Commercial General Liability and Auto Liability insurance policies meet the requirements as outlined below.

2. MINIMUM INSURANCE REQUIREMENTS

- **Workers' Compensation**
 - o Workers' Compensation as required by the State of Wisconsin and employer's liability insurance with sufficient limits to meet underlying umbrella liability

insurance requirements. If applicable for the work, coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act Coverage.

- o Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the Village including its officers, Council Members, agents, employees and authorized volunteers.

- **Commercial General Liability (Note: the limits specified below may be met through a combination of primary coverage and an umbrella policy that follows the form of the underlying Commercial General Liability policy):**

• Commercial General Liability (each occurrence)	\$3,000,000
• General Aggregate	\$3,000,000
• Personal & Advertising Injury Limit (each occurrence)	\$3,000,000
• Products-Completed Aggregate	\$3,000,000

- o Coverage must be equivalent to ISO form CG0001 or better.
- o The Village of Fox Crossing, and its officers, council members, agents, employees and authorized volunteers shall be added as an additional insured using ISO from CG2026 or its equivalent.
- o Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the Village including its officers, council members, agents, employees and authorized volunteers.
- o The general liability policy shall include coverage for liability caused by scooters as managed by independent contractors (owners/contractors protective) and contractual liability. Independent contractors may be responsible for their only workers' compensation, auto insurance, and other insurances to the extent required by contract and necessary to run a lawful business in the state.
- o It is hereby understood and agreed that the insurance required by the Village of Fox Crossing is primary coverage and any insurance or self-insurance maintained by the Village of Fox Crossing, its officers, council members, agents, employees and authorized volunteers will not contribute to a loss. All liability insurance required of Bird shall be in full force prior to the beginning of this pilot program and remain in force for a period of at least 120 days after this pilot program has ended.
- o Coverage shall apply to the risks associated with or arising out of the service provided under this pilot.

- **Automobile Liability:**

- o Combined Single Limit (each accident) \$1,000,000
- o If Bird owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1) or Any Owned Auto (Symbol 2). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- o Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the Village of Fox Crossing including its officers, council members, agents, employees and authorized volunteers.
- o Coverage shall include contractual liability for risks assumed in this pilot program.
- o Coverage shall apply to the risks associated with or arising out of the services provided under this pilot.

- **Cyber and Technology Liability Insurance**

- o \$1,000,000 per occurrence limit.

RES #240325-4

OPERATOR LICENSE APPLICANTS

WHEREAS, the operator license applicants for the upcoming two-year term, listed below, have made proper application with the Police Department; and

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

WHEREAS, background checks have been conducted by the Police Department; and

WHEREAS, the Police Chief submits the applicants with a recommendation of approval as follows:

Isaak Jones-Mangione – Approved

Ryley Beltz – Approved

Ashley Ittner – Approved

Katelyn Kittel – 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, 2022 - June 30, 2024.

Adopted this 25th day of March, 2024

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240325-5

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$860,445.27

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

Pending:		
General Fund	\$	131,450.97
Special Revenue Fund	\$	17,687.73
Debt Fund	\$	-
Capital Projects Fund	\$	17,536.92
Water Fund	\$	55,174.29
Sewer Fund	\$	5,523.19
Stormwater Fund	\$	6,411.23
Trust & Agency Fund	\$	-
Special Processed Payments	\$	626,660.94
Total:	\$	<u>860,445.27</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 25th day of March, 2024.

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

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: March 19, 2024
 For Village Board Meeting of: March 25, 2024

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$131,450.97
Special Revenue Funds	\$17,687.73
Debt Fund	\$0.00
Capital Projects Fund	\$17,536.92
Water Fund	\$55,174.29
Sewer Fund	\$5,523.19
Stormwater Fund	\$6,411.23
Trust & Agency Fund	\$0.00
Total Bills for	March 25, 2024
	<u><u>\$233,784.33</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE	DEPT. /PURPOSE	AMOUNT
	Village Specials	**See Attached Listing**	\$200,823.41
ACH	Employee Benefits Corp	Flex Spending Claims	\$2,388.45
ACH	Paymentus	Feb CC Fees	\$6,784.80
ACH	ETF	Medical Ins	\$154,995.76
ACH	Elavon	Feb CC Fees	\$334.26
ACH	North Shore Bank	Deferred Comp	\$1,495.00
ACH	WDC	Deferred Comp	\$6,583.99
49543	Void	Void	(\$1,155.00)
ACH	Payroll	Payroll	\$183,451.21
ACH	Payroll	Taxes	\$70,959.06
Total Special Processed Payments			<u><u>\$626,660.94</u></u>
GRAND TOTAL			<u><u>\$860,445.27</u></u>