

Village of Fox Crossing Board of Trustees Regular Meeting  
Monday, April 10, 2023 - 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. Public Hearings
4. Minutes to Approve/ Minutes and Correspondence to Receive  
Minutes to Approve  
Minutes and Correspondence to Receive
  - a) Water Main Breaks Report – February 2023
  - b) Water Pumpage Report – February 2023
  - c) Spring Election Results – April 4, 2023
5. **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.
6. Discussion Items
7. Unfinished Business
8. **New Business- Resolutions/Ordinances/Policies**
  - a) 230410-1 Memorandum of Understanding for Operation of Bird Rides, Inc. in the Village of Fox Crossing, Wisconsin
  - b) 230410-2 Approve Intergovernmental Agreement Between the Town of Neenah and Village of Fox Crossing Regarding the Larsen Road Temporary Signal Lights
  - c) 230410-3 Reappointment of Village of Fox Crossing Representative to the Fox Cities Transit Commission – Community Development Director George Dearborn
  - d) 230410-4 A Resolution to Designate the Month of May, 2023, as No Mow May
  - e) 230410-5 Issue Class “B” Beer License – JB Arepas LLC d/b/a JB Arepas, 2303 S. Oneida Street
  - f) 230410-6 Appointment of Agent – Esther Palermo Garcia for JB Arepas LLC d/b/a JB Arepas, 2303 S. Oneida Street
  - g) 230410-7 Temporary Class “B” Retailer’s Licenses – Suburban Athletics, Inc.
  - h) 230410-8 Temporary Class “B” Retailer’s Licenses – Youth Sports, Inc
  - i) 230327-2:ORD Amend Fox Crossing Municipal Code Chapter § 364-2 Speed Zones, to Reduce the Speed Limit on East Shady Lane from Clayton Avenue to Irish Road from 55 Miles Per Hour to 45 Miles Per Hour *Second Reading & Adoption*
  - j) 230410-9 Operator License Applicants
  - k) 230410-10 Expenditures
9. **Reports**
  - a) Assessor Kyle Kabe – Fox Crossing Valuation Update
  - b) Village President Dale Youngquist – Open Book will be open Monday, April 17, 2023 through Friday, May 26, 2023 by Scheduling a Phone Appointment with an Assessor at [www.accurateassessor.com](http://www.accurateassessor.com); Open Book will also be held in Person on Wednesday, May 3, 2023 from 12:00 p.m. to 2:00 p.m. in the Arden Tews Assembly Room; the 2023 Board of Review will be held on Monday, June 5, 2023 from 4:30 p.m. to 6:30 p.m.
  - c) Trustee Kris Koeppel – Spring Electronic Recycling Event will be held on Saturday, April 29, 2023 from 8:00 a.m. to Noon at the Municipal Complex
  - d) Utility Superintendent David Tracey – County Highway II (CTH II) from Rocket Way to Clayton Avenue will be Closed from April 10 – June 26, 2023, for the Installation of Water and Sanitary Sewer Mains
10. Closed Session
11. Adjourn

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

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

# FOX CROSSING UTILITIES

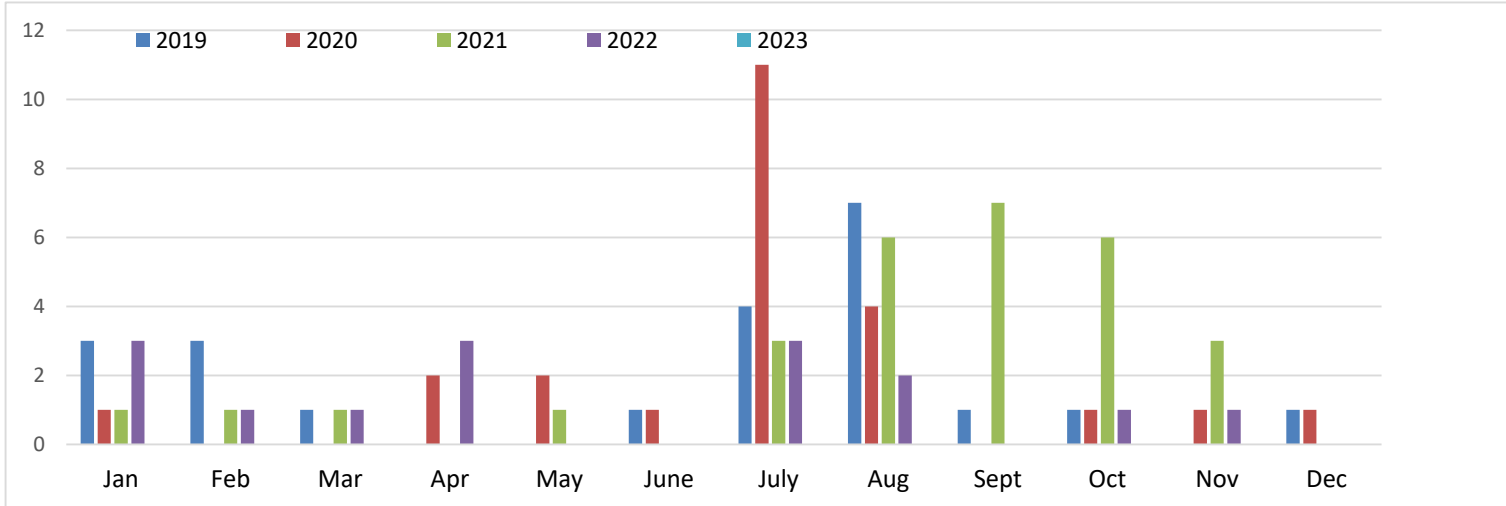
## WATER MAIN BREAK/MISC WATER REPAIR REPORT FEBRUARY, 2023

### Water Main Breaks

NO MAIN BREAKS THIS MONTH!

**Total water main breaks year to date for 2023 = 0**

**Total water main breaks this time in 2022 4**



YEAR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2019	3	3	1	0	0	1	4	7	1	1	0	1	22
2020	1	0	0	2	2	1	11	4	0	1	1	1	24
2021	1	1	1	0	1	0	3	6	7	6	3	0	29
2022	3	1	1	3	0	0	3	2	0	1	1	0	15
2023	0	0											0

### Miscellaneous Repairs

2/2/23 774 WANDA AVE  
 2/15/23 FOX RUN  
 2/15/23 FOX RUN  
 2/16/23 FOX RUN  
 2/16/23 FOX RUN  
 2/20/23 FOX RUN  
 2/20/23 FOX RUN

REPLACED LEAKING HYDRANT AND 6" AUXILIARY VALVE.  
 REPLACED SS HARDWARE ON 3 HYDRANTS AND 3 6" AUXILIARY VALVES.  
 REPLACED 3 4' SS RODS AND 3 1" STOP BOXES.  
 REPLACED 4 4' SS RODS AND 4 1" STOP BOXES.  
 REPLACED SS HARDWARE ON 1 HYDRANT AND 1 6" AUXILIARY VALVE.  
 REPLACED SS HARDWARE ON 2 8" MAINLINE VALVES.  
 REPLACED SS HARDWARE ON 1 10" MAINLINE VALVE.

## FOX CROSSING UTILITIES

2/20/23 FOX RUN

REPLACED SS HARDWARE ON 1 HYDRANT AND 1 6" AUXILIARY VALVE.

2/21/23 FOX RUN

REPLACED SS HARDWARE ON 1 HYDRANT AND 1 6" AUXILIARY VALVE.

2/21/23 116 OAK PARK DR

REPLACED 4' SS ROD 1" STOP BOX

1 CONTINUED WORKING ON SMALL METER EXCHANGES.

2 CONTINUED WORKING ON LARGE METER EXCHANGES.

3 CHECKED AND PUMPED HYDRANTS AS NEEDED FOR WINTER MONTHS.

## WASTEWATER REPAIR/MISC REPORT FEBRUARY, 2023

### Wastewater Miscellaneous

1	Lift Station #1 - Brighton Beach Rd	
2	Lift Station #2 - Lakeshore Dr & Frances St	
3	Lift Station #3 - Lakeshore Dr	INSTALLED LED BULBS. CLEANED AND PAINTED THE WALLS AND FLOOR IN STATION.
4	Lift Station #4 - Memorial Dr/Foster St	INSTALLED LED BULBS.
5	Lift Station #5 - Green Patch	
6	Lift Station #6 - Calumet St	RESET BACKUP SYSTEM.
7	Lift Station #7 - Stroebe Rd & Harry's Gateway	
8	Lift Station #9 - County Rd II (Winchester Rd)	PAINTED THE WALLS AND FLOOR.
9	Miscellaneous:	CLEANED SEWERS. TELEVISED PRIVATE SERVICE LATERALS. UTILITY SERVICE INSPECTIONS. CHECKED ON SEWER COMPLAINTS. VEHICLE MAINTENANCE. UTILITY LOCATES. CHECKED MANHOLES FOR ROAD SURFACING PROJECTS.

# FOX CROSSING UTILITIES PUMPAGE REPORT

MONTH: FEBRUARY, 2023

Total water purchased & pumped from wells											
EAST SIDE					WEST SIDE					TOTAL PUMPED X 1,000	Compare to same month in 2022
<i>DEEP WELL #5 X 1,000</i>	<i>DEEP WELL #7 X 1,000</i>	<i>PURCHASED CTY/MENASHA X 1,000</i>	<i>TOTAL EAST X 1,000</i>	<i>DEEP WELL #3 X 1000</i>	<i>DEEP WELL #4 X 1,000</i>	<i>DEEP WELL #6 X 1,000</i>	<i>DEEP WELL #8 X 1,000</i>	<i>TOTAL WEST X 1,000</i>			
TOTAL	12,147	2,723	9,907	24,777	16,088	-	5,231	17,631	38,950	63,727	60,871
AVERAGE/DAY	434	97	354	885	575	-	187	630	1,392	2,277	2,174
MAXIMUM/DAY	598	540	510	1,088	767	-	1,051	1,084	1,710	2,798	2,613
MINIMUM/DAY	-	-	287	778	427	-	-	-	1,125	1,903	1,771

SERVICE PUMPAGE (Water pumped to distribution system)								TOTAL SERVICE PUMPAGE TOTAL EAST & WEST X 1,000	Compare to same month in 2022
EAST SIDE				WEST SIDE					
<i>PLANT #2 X 1,000</i>				<i>PLANT #3 X 1,000</i>	<i>PLANT #4 X 1,000</i>	<i>TOTAL WEST SIDE X 1,000</i>			
TOTAL	22,806			16,221	23,057	39,278		62,084	59,330
AVERAGE/DAY	815			579	823	1,402		2,217	2,119
MAXIMUM/DAY	950			746	1,062	1,808		2,521	2,419
MINIMUM/DAY	650			471	700	1,171		1,814	1,826

WATER LEVEL READINGS						
	EAST SIDE <i>DEEP WELLS</i>		WEST SIDE <i>DEEP WELLS</i>			
	<i>#5</i>	<i>#7</i>	<i>#3</i>	<i>#4</i>	<i>#6</i>	<i>#8</i>
AVERAGE STATIC	166	-	53	Down for	63	41
AVERAGE PUMPING LEVEL	328	370	148	Rehab	188	211

East Side System Purchased Water			
Month 2023	39%	Month 2022	40%
Year-to-Date	40%	Year-to-Date	40%
Month, 2021	31%	Year-to-Date	38%

## Fox Crossing Election Results - April 4, 2023

Unofficial Results

	Municipal Complex	Central Count	Apple Valley Church	Central Count	Community Center	Central Count	Fox Cities United Church	Central Count	
	Wds 1, 2, 4, 7, 9	Wds 1, 2, 4, 7, 9	Wds 3, 5, 6, 8	Wds 3, 5, 6, 8	Wds 10, 11, 12	Wds 10, 11, 12	Wds 13, 14, 15, 16	Wds 13, 14, 15, 16	TOTALS
Total Residents Voted:	1896	1896	1596	1596	830	830	992	992	5,314
Total Registered Voters:	3,915	3,915	3,412	3,412	1,726	1,726	2,419	2,419	11,472
Turnout Percentage:	48.43%	48.43%	46.78%	46.78%	48.09%	48.09%	41.01%	41.01%	46.32%

JUSTICE OF THE SUPREME COURT									
Janet C. Protasiewicz	515	438	499	348	303	139	382	200	2,824
Daniel Kelly	665	267	589	151	342	41	350	54	2,459
Write-in	0	2	1	0	1	0	1	0	5
CIRCUIT COURT JUDGE - BRANCH 2									
Scott C. Woldt	607	273	575	184	334	57	345	84	2459
LaKeisha D. Haase	402	353	408	265	240	108	313	153	2242
Write-in	0	0	0	0	0	0	1	0	1
CIRCUIT COURT JUDGE - BRANCH 6									
Daniel Bissett	726	416	732	287	443	113	517	159	3393
Write-in	4	0	6	3	5	0	6	7	31
VILLAGE PRESIDENT									
Dale A. Youngquist	777	441	781	316	455	119	536	159	3584
Write-in	7	5	10	2	11	0	3	3	41
VILLAGE TRUSTEE 2									
Kris Koeppe	735	413	742	294	448	114	516	161	3423
Write-in	4	4	5	2	4	0	4	3	26
VILLAGE TRUSTEE 4									
Jason Patzwald	720	410	730	289	445	112	516	158	3380
Write-in	3	3	6	2	3	0	5	4	26
VILLAGE TRUSTEE 6									
Barbara J. Hanson	725	415	754	293	443	116	524	164	3434
Write-in	3	4	5	2	10	1	4	3	32
MUNICIPAL JUDGE									
Timothy E. Hogan	718	404	738	290	441	111	520	159	3381
Write-in	4	2	5	2	7	0	3	4	27
MENASHA JOINT SCHOOL DISTRICT SCHOOL BOARD MEMBER									
Maria Vera	0	0	0	0	332	116	380	163	991
Heidi J. Quick	0	0	0	0	371	109	414	149	1043
Write-in	0	0	0	0	6	0	4	9	19
NEENAH JOINT SCHOOL DISTRICT SCHOOL BOARD MEMBER									
Brian Roeh	241	144	262	108	0	0	0	0	755
Rocky Schafer	277	185	330	133	0	0	0	0	925

Lindsay Clark	557	281	539	205	0	0	0	0	1582
Tom Hanby	233	190	260	104	0	0	0	0	787
Deborah Watry	323	282	327	218	0	0	0	0	1150
Michelle M. Swardenski	332	265	352	220	0	0	0	0	1169
Write-in	3	8	8	2	0	0	0	0	21
<b>APPLETON AREA SCHOOL DISTRICT SCHOOL BOARD MEMBER</b>									
Kristine Sauter	5	2	0	0	0	0	0	0	7
Deb Truymen	5	2	0	0	0	0	0	0	7
Nick Ross	1	0	0	0	0	0	0	0	1
Jason Kolpack	5	0	0	0	0	0	0	0	5
Sam Blackwell	4	1	0	0	0	0	0	0	5
Write-in	0	0	0	0	0	0	0	0	0
<b>REFERENDUM QUESTION 1 - "Conditions of release before conviction. Shall section 8 (2) of article I of the constitution be amended to allow a court to impose on an accused person being released before conviction conditions that are designed to protect the community from serious harm?"</b>									
Yes	812	462	728	315	431	106	474	132	3460
No	290	171	301	146	195	58	229	105	1495
<b>REFERENDUM QUESTION 2 - "Cash bail before conviction. Shall section 8 (2) of article I of the constitution be amended to allow a court to impose cash bail on a person accused of a violent crime based on the totality of the circumstances, including the accused's previous convictions for a violent crime, the probability that the accused will fail to appear, the need to protect the community from serious harm and prevent witness intimidation, and potential affirmative defenses?"</b>									
Yes	808	461	730	323	444	106	470	131	3473
No	293	179	297	143	179	61	233	109	1494
<b>REFERENDUM QUESTION 3 - "Shall able-bodied, childless adults be required to look for work in order to receive taxpayer-funded welfare benefits?"</b>									
Yes	972	503	887	370	548	117	577	160	4134
No	158	149	162	100	83	51	136	78	917

RES #230410-1

**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 2023, 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 10<sup>th</sup> day of April, 2023

*Requested by: Jeffrey Sturgell, Village Manager*

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

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Dale A. Youngquist, Village President

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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 Garrett Gronowski; 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, 2023.

### 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 Scooter 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:

406 Broadway Ave. #369  
Santa Monica, CA 90401

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: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF FOX CROSSING**

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

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

Dale A. Youngquist, Village President

Darla M. Fink, Village Clerk

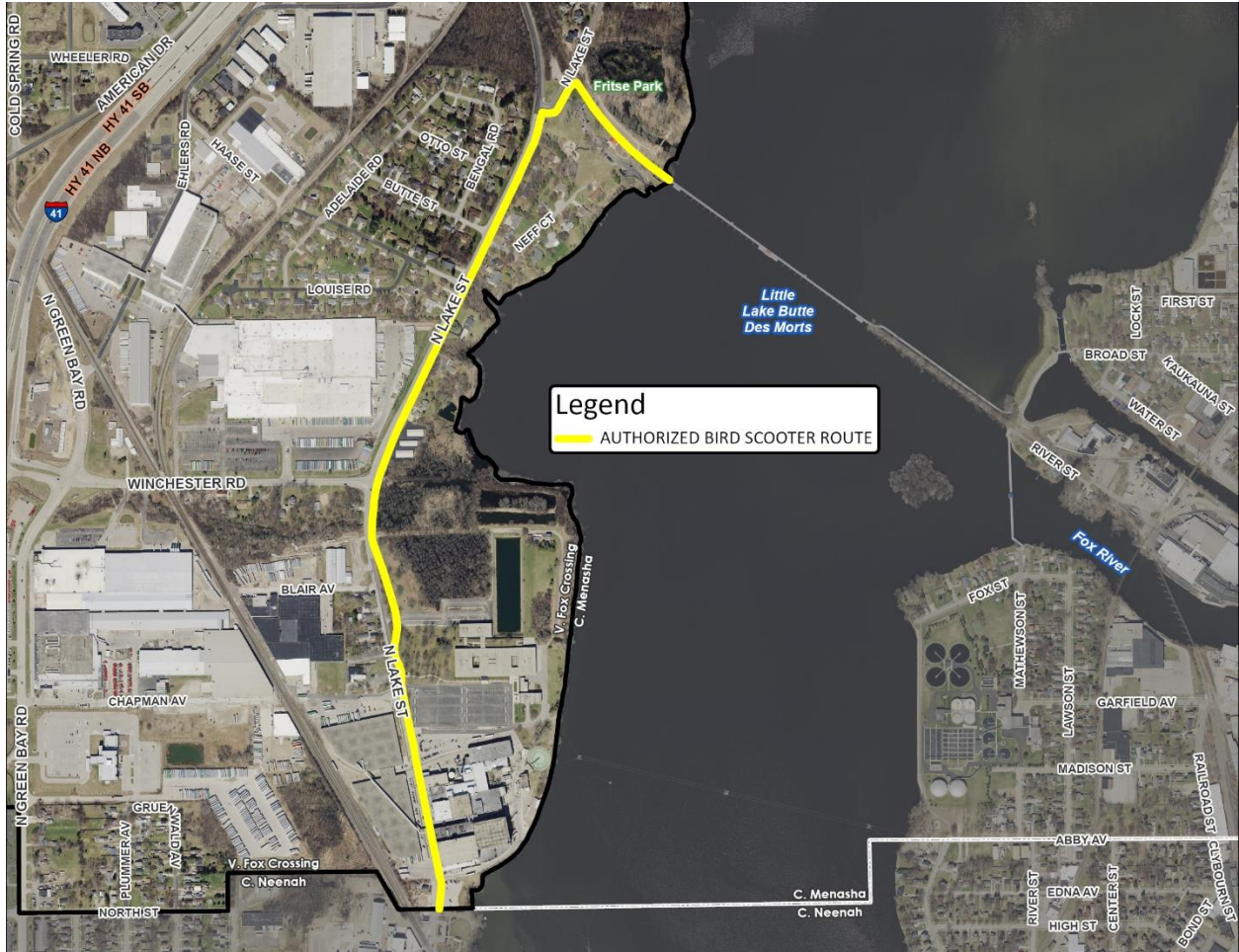
Date: \_\_\_\_\_

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 REQUIRMENTS**

- 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**
  - 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.

- 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
  
- Coverage must be equivalent to ISO form CG0001 or better.
- The Village of Fox Crossing, and its officers, council members, agents, employees and authorized volunteers shall be added as an additional insured using ISO form CG2026 or its equivalent.
- 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.
- 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 own workers' compensation, auto insurance, and other insurances to the extent required by contract and necessary to run a lawful business in the state.
- 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.
- Coverage shall apply to the risks associated with or arising out of the service provided under this pilot.

- **Automobile Liability:**

- Combined Single Limit (each accident) .....\$1,000,000
  - 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).
  - 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.
  - Coverage shall include contractual liability for risks assumed in this pilot program.
  - Coverage shall apply to the risks associated with or arising out of the services provided under this pilot.
- **Cyber and Technology Liability Insurance**
    - \$1,000,000 per occurrence limit.

RES #230410-2

**APPROVE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF NEENAH AND VILLAGE OF FOX CROSSING REGARDING THE LARSEN ROAD TEMPORARY SIGNAL LIGHTS**

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

WHEREAS, the Town and Village desire to provide traffic lights on a temporary basis at the intersection until such time as Larsen Road is reconstructed and permanent traffic lights are installed in either 2025 or 2026; and

WHEREAS, the Town and Village agree to the terms for sharing the maintenance and cost responsibilities of the temporary traffic lights in accordance with the Intergovernmental Agreement between the Town of Neenah and Village of Fox Crossing Regarding the Larsen Road Temporary Signal Lights, as attached.

NOW, THEREFORE, BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby approves the Intergovernmental Agreement between the Town of Neenah and Village of Fox Crossing Regarding the Larsen Road Temporary Signal Lights, as attached.

Adopted this 10<sup>th</sup> day of April, 2023

*Requested by: Jeffrey Sturgell, Village Manager*

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

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

**Intermunicipal Agreement  
Between the  
Town of Neenah and Village of Fox Crossing  
Larsen Road Temporary Signal Lights**

This Agreement is being entered into between the Town of Neenah, a Wisconsin Municipal Township located in Winnebago County, State of Wisconsin, hereinafter referred to as “Town”, and the Village of Fox Crossing, a Wisconsin Municipal Corporation located in Winnebago County and Outagamie County, State of Wisconsin, hereinafter referred to as “Village”.

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

WHEREAS, the Town and Village desire to provide traffic lights on a temporary basis at the intersection until such time as Larsen Road is reconstructed and permanent traffic lights are installed in either 2025 or 2026; and

WHEREAS, the Town and Village agree to the following terms for sharing the maintenance and cost responsibilities of the temporary traffic lights:

1. The Village will serve as the lead agency for installing, operating and maintaining the temporary traffic lights. This includes preparing all engineering plans and specifications, preparing all contract documents necessary to solicit bids, and bidding for the work.
2. The Town and Village will split the installation (including design and bidding costs), operating and maintenance costs of the temporary signal lights 50/50. The current installation bid cost for the project is \$99,274.50, awarded to Elmstar Electric Corporation.
3. The Village will pay the upfront cost to provide the electrical connection to the traffic cabinet. The Village will then invoice the costs of the electrical connection to the Neenah Joint School District.
4. When the Larsen Road Temporary Signal Light contract is awarded, the Village shall be the paying party for all contract work. The Town shall reimburse the Village within 30 days of billing for the work. Any operating and maintenance costs invoiced from the Village to the Town shall be reimbursed within 30 days of billing for the work.
5. Town of Neenah shall be notified of all change orders in a timely basis.
6. This agreement shall terminate upon acceptance of the permanent traffic lights (to be installed with the Larsen Road Reconstruction project) by both parties.

*Signatures on the next page*

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023.

Village of Fox Crossing

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

Dale A. Youngquist, Village President

Attest: \_\_\_\_\_

Darla M. Fink, Village Clerk

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023.

Town of Neenah

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

Robert E. Schmeichel, Town Chairman

Attest: \_\_\_\_\_

Ellen Skerke,  
Town Administrator-Clerk-Treasurer



RES #230410-3

**REAPPOINTMENT OF VILLAGE OF FOX CROSSING REPRESENTATIVE TO THE  
FOX CITIES TRANSIT COMMISSION—COMMUNITY DEVELOPMENT DIRECTOR  
GEORGE DEARBORN**

WHEREAS, in 2014 the City of Appleton increased the number of members on the Fox Cities Transit Commission from nine (9) members to fifteen (15) members; and

WHEREAS, under the previous Fox Cities Transit Commission organizational structure the Village of Fox Crossing held one (1) seat on a rotating basis with the Town of Grand Chute; and

WHEREAS, under the revised structure approved in 2014, the Village of Fox Crossing holds one (1) permanent seat; and

WHEREAS, Community Development Director George Dearborn currently serves as the Fox Crossing representative to the Fox Cities Transit Commission, and is willing to serve another term; and

WHEREAS, Village President Dale Youngquist nominates Director Dearborn for reappointment to the Fox Cities Transit Commission for a three (3) year term beginning May 1, 2023 and ending April 30, 2026.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing Board of Trustees hereby reappoints Community Development Director George Dearborn as the Village of Fox Crossing representative to the Fox Cities Transit Commission for a three (3) year term beginning May 1, 2023 and ending April 30, 2026.

Adopted this 10<sup>th</sup> day of April, 2023

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

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

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

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk

RES #230410-4

**A RESOLUTION TO DESIGNATE THE MONTH OF MAY, 2023, AS NO MOW MAY**

WHEREAS, the Village of Fox Crossing is in a unique position, to significantly increase pollinator-friendly habitat by encouraging pollinator-friendly lawn-care practices and by encouraging its citizens to take direct and meaningful action on their own properties; and

WHEREAS, ideal pollinator-friendly habitat is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season, is free or nearly free of pesticides, is comprised of undisturbed spaces including leaf and brush piles, un-mown fields or field margins, fallen trees and other dead wood for nesting and overwintering; and provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, the formative period for establishment of pollinator and other insect species, and the many songbirds and other urban wildlife species which depend upon them, occurs in late spring and early summer when they emerge from dormancy and require flowering plants as crucial foraging habitat; and these opportunities are dramatically reduced with early spring leaf-litter removal and grass-mowing.

NOW, THEREFORE BE IT RESOLVED, that the Village of Fox Crossing, along with Pollenablers-Fox Cities ([pollenablersfoxcities@gmail.com](mailto:pollenablersfoxcities@gmail.com)), recognize No Mow May to actively promote and educate the community about the critical period of pollinator emergence, generation of crucial pollinator-supporting habitat and early spring foraging opportunities.

BE IT FURTHER RESOLVED, that for the duration of the month of May, the Village of Fox Crossing shall suspend the enforcement of ordinance Chapter § 287-4(D)(2,3 and 4) to voluntarily delay homeowner lawn-care practices until June 1<sup>st</sup>, 2023 to allow pollinator species to emerge and early flowering grasses to establish, which may result in ground-cover exceeding established ordinance height restrictions.

BE IT FURTHER RESOLVED, that provisions of Chapter § 287-4(D)(1,5,6, and 7) will remain in effect for the month of May, 2023, and that the removal of noxious weeds shall still be enforced.

Adopted this 10<sup>th</sup> day of April, 2023

*Requested by: Kris Koeppe, Trustee #2, and the Sustainability Committee*

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

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

RES #230410-5

**ISSUE CLASS “B” BEER LICENSE – JB AREPAS LLC D/B/A JB AREPAS, 2303 S. ONEIDA STREET**

WHEREAS, JB Arepas LLC has made proper application with the Village Clerk’s office for a Class “B” Retail License and the applicant has paid the appropriate fees; and

WHEREAS, issuance is pending satisfactory inspections by the Fire, Building, Community Development, and Winnebago County Health Departments, background check by the Police Department, and a report from the Finance Department indicating real estate taxes, personal property taxes, and all outstanding claims are paid in full; and

WHEREAS, the Clerk’s office submits the following for Village Board approval:

*Class “B” Fermented Malt License*  
JB Aprepas LLC d/b/a JB Arepas  
2303 S. Oneida Street, Appleton  
Esther Palermo Garcia (Agent)

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the Class “B” Retail License is hereby granted to JB Arepas LLC d/b/a JB Arepas, pending the above conditions, for the upcoming licensing period of July 1, 2022 through June 30, 2023.

Adopted this 10<sup>th</sup> day of April, 2023.

*Requested by: Darla M. Fink, Village Clerk*

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

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

RES #230410-6

**APPOINTMENT OF AGENT – ESTHER PALERMO GARCIA FOR JB AREPAS LLC  
D/B/A JB AREPAS, 2303 S. ONEIDA STREET**

WHEREAS, JB Arepas LLC has submitted a *Schedule for Appointment of Agent* with the Village Clerk to appoint Esther Palermo Garcia as Agent for JB Arepas LLC d/b/a JB Arepas, located at 2303 S. Oneida Street, Appleton; and

WHEREAS, the Police Chief has certified that upon checking municipal and state criminal records, to the best of his knowledge, said Agent was found satisfactory and he has no objection to the Agent appointment.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the appointment of Esther Palermo Garcia as Agent for JB Arepas LLC is hereby approved.

Adopted this 10<sup>th</sup> day of April, 2023

*Requested by: Darla M. Fink, Village Clerk*

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

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

RES #230410-7

**TEMPORARY CLASS “B” RETAILER’S LICENSES – SUBURBAN ATHLETICS, INC.**

WHEREAS, Suburban Athletics, Inc. has submitted three (3) Temporary Class “B” Retailer’s License applications to sell fermented malt beverages on their premises at O’Hauser Park, on the following dates:

*Friday, May 12 – Sunday, May 14, 2023*

*Friday, June 23 – Sunday, June 25, 2023*

*Friday, July 21 – Sunday, July 23, 2023*

; and

WHEREAS, appropriate application has been made and the proper fees have been paid and receipted.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, that the Temporary Class “B” Retailer’s Licenses are hereby granted to Suburban Athletics, Inc. to sell fermented malt beverages on their premises on the dates listed above.

Adopted this 10<sup>th</sup> day of April, 2023

*Requested by: Darla M. Fink, Village Clerk*

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

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

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk

RES #230410-8

**TEMPORARY CLASS “B” RETAILER’S LICENSES – YOUTH SPORTS, INC.**

WHEREAS, Youth Sports, Inc. has submitted ten (10) Temporary Class “B” Retailer’s License applications to sell fermented malt beverages on their premises at 1325 Earl Street, on the following dates:

*Saturday, May 6, 2023*  
*Saturday, May 13, 2023*  
*Friday, May 19 – Sunday, May 21, 2023*  
*Friday, June 9 – Sunday, June 11, 2023*  
*Friday, June 16 – Sunday, June 18, 2023*  
*Friday, July 7 – Sunday, July 9, 2023*  
*Saturday, July 15, 2023*  
*Friday, July 21 – Sunday, July 23, 2023*  
*Saturday, August 12, 2023*  
*Friday, August 25 – Sunday, August 27, 2023*

; and

WHEREAS, appropriate application has been made and the proper fees have been paid and received.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, that the Temporary Class “B” Retailer’s Licenses are hereby granted to Youth Sports, Inc. to sell fermented malt beverages on their premises on the dates listed above.

Adopted this 10<sup>th</sup> day of April, 2023

*Requested by: Darla M. Fink, Village Clerk*  
*Submitted by: Dale A. Youngquist, Village President*

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

\_\_\_\_\_  
Attest: Darla M. Fink, Village Clerk

ORD #230327-2 *Second Reading & Adoption*

**AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §364-2 SPEED ZONES, TO REDUCE THE SPEED LIMIT ON EAST SHADY LANE FROM CLAYTON AVENUE TO IRISH ROAD FROM 55 MILES PER HOUR TO 45 MILES PER HOUR**

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

Part I. Chapter §364-2 Speed Zones, is hereby amended to read as follows (amendment in red):

**§364-2 Speed Zones.**

A. The maximum permissible speed at which vehicles may be operated on the various Village of Fox Crossing streets is as follows, contingent upon erection of proper signing:

(1) Twenty-five miles per hour. All streets in the Village of Fox Crossing except the following:

(a) State, federal and county highways (limits set by other jurisdictions).

(b) Ten miles per hour:

[1] All roads within Village of Fox Crossing parks.

[2] Gail Lane.

[3] Helene Drive.

[4] Gregory Lane.

[5] Stephanie Lane.

[6] Dena Lane.

[7] Marcy Drive.

[8] Warbler Lane.

[9] Allison Drive between Gail Lane and Gregory Lane.

[10] Tumblebrook Road between Shady Lane and Gregory Lane.

(c) Fifteen miles per hour:

Name of Street
Elru Drive
East/West Portion of Brighton Beach Road
Happy Valley Drive
Paradise Lane
Sleepy Hollow

(d) Thirty miles per hour:

Name of Street	Location
Calumet Street	From Oneida Street westerly to the City of Appleton municipal boundary
North Lake Street	From Blair Avenue southerly to the City of Neenah municipal boundary

(e) Thirty-five miles per hour:

Name of Street	Location
Airport Road	Between Racine Street and State Trunk Highway 47
American Drive	Between Prospect and Copperhead Drive
American Drive	Between Green Bay Road and 10 miles north of Jacobsen Road
Cold Spring Road	Between American Drive and Allison Drive
East Shady Lane	Between American Drive and Municipal Drive
Irish Road	Between Jacobsen Road and Mimosa Lane
Jacobsen Road	Between North Lake Street and Clayton Avenue
Northern Road	Entire length
North Lake Street	Between Jacobsen Road and Blair Avenue
Stroebe Road	Between Northern Road and Harry's Gateway
West Butte des Morts Beach Road	From Lake Street northerly to the point where Millbrook Creek crosses West Butte des Morts Beach Road

(f) Forty-five miles per hour:

Name of Street	Location
Clayton Avenue	Between Prospect Avenue (CTH BB) and Winchester Road
Cold Spring Road	Between Allison Drive and Prospect Avenue (CTH BB)
East Shady Lane	From Municipal Drive to <del>Irish Road</del> Clayton Avenue
Irish Road	Between Prospect Avenue (CTH BB) and Mimosa Lane

(g) Fifty-five miles per hour: ~~East Shady Lane between Irish Road and Clayton Avenue.~~  
 None

(h) Special speed limits.

[1] Fifteen miles per hour:



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[a] Marked school zones.

[b] Marked construction zones.

[2] Section 346.57, Speed restrictions, of the Wisconsin Statutes is hereby adopted by reference, as applicable.

B. Modification of speed restrictions. All modifications of any existing speed restriction within the Village of Fox Crossing (excluding limits set by other jurisdictions: state, federal and county highways) shall require the following:

- (1) There shall be a completed engineering and traffic investigation which states the change is reasonable, safe and prudent, and the engineering and traffic investigation shall be completed by the state, or any other qualified engineer approved by the Village Board.
- (2) Any increase or decrease in the speed limit of more than 10 miles per hour shall require approval of the State of Wisconsin Department of Transportation, and no signs giving notice of a modification of the speed limit shall be erected until such approval has been received.

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

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

Date Introduced: March 27, 2023

Date Adopted: \_\_\_\_\_

*Requested by: Scott Blashka, Chief of Police*

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

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

RES #230410-9

**OPERATOR LICENSE APPLICANTS**

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

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

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

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

Katherine Stieg – Approved  
Jessica Boogaard – Approved  
Sarah James – Approved  
Shannon Hegner – Approved  
Angelina Cousineau – Approved  
Debra Schroeder – Approved

WHEREAS, the Police Chief submits the applicant with a recommendation of denial as follows:

Kamal Singh – Denied

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.

BE IT FURTHER RESOLVED that the above applicant recommended for denial be denied.

Adopted this 10<sup>th</sup> day of April, 2023

*Requested by: Scott Blashka, Police Chief*  
*Submitted by: Dale A. Youngquist, Village President*

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

RES #230410-10

**EXPENDITURES**

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$2,177,184.63

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

Pending:		
General Fund	\$	233,461.60
Special Revenue Fund	\$	1,140.00
Debt Fund	\$	-
Capital Projects Fund	\$	6,114.57
Water Fund	\$	127,909.77
Sewer Fund	\$	210,581.63
Stormwater Fund	\$	2,000.68
Trust & Agency Fund	\$	2,279.89
Special Processed Payments	\$	1,593,696.49
Total:	\$	<u>2,177,184.63</u>

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby authorizes the above expenditures to be paid by the Finance Department with the exception of none.

Adopted this 10th day of April, 2023.

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

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Dale A. Youngquist, Village President

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Attest: Darla M. Fink, Village Clerk

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

**EXPENDITURE SUMMARY**

For Accounts Payable Period Ending: April 4, 2023  
 For Village Board Meeting of: April 10, 2023

<b>REGULAR PROCESSED CHECKS</b>	<b>AMOUNT</b>
General Fund	\$233,461.60
Special Revenue Funds	\$1,140.00
Debt Fund	\$0.00
Capital Projects Fund	\$6,114.57
Water Fund	\$127,909.77
Sewer Fund	\$210,581.63
Stormwater Fund	\$2,000.68
Trust & Agency Fund	\$2,279.89
	<hr/>
Total Bills for	April 10, 2023
	<u><u>\$583,488.14</u></u>

**SPECIAL PROCESSED PAYMENTS**

<b>CHECK #</b>	<b>PAYEE</b>	<b>CHECK #</b>	<b>DEPT. /PURPOSE</b>	<b>AMOUNT</b>
	Village Specials	3/22-4/4/2023	**See Attached Listing**	\$1,020,296.78
ACH	Employee Benefits Corp	3/21-3/31/2023	Flex Spending Claims	\$3,008.06
ACH	WI DOT	3/22-3/30	Suspension Fees	\$27.00
ACH	WI Deferred Comp	3/30/2023	Deferred Comp	\$6,301.67
ACH	DTCC	3/31/2023	GO Interest Payments	\$309,863.13
ACH	Plug N Pay	4/4/2023	March CC Fees	\$51.15
46544	Payroll	3/30/2023	Payroll	\$254.75
ACH	Payroll	3/30/2023	Payroll	\$181,342.53
ACH	Payroll	3/30/2023	Taxes	\$72,551.42
				<hr/>
<b>Total Special Processed Payments</b>				<u><u>\$1,593,696.49</u></u>
 <b>GRAND TOTAL</b>				 <u><u><b>\$2,177,184.63</b></u></u>