

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, March 23, 2026 - 6:00 p.m.
Municipal Complex - Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956
Agenda

1. **Call to Order, Pledge of Allegiance and Roll Call**
2. **Awards/Presentations**
 - a) Introduction and Oath of Office of Fox Crossing Police Officers Danielle Jo Burns & Isaiah Coblentz – Police Chief Tim Callan
3. **Minutes to Approve/ Minutes and Correspondence to Receive**

Minutes to Approve

 - a) Special Village Board Meeting – March 2, 2026
 - b) Regular Village Board Meeting – February 23, 2026 and March 9, 2026

Minutes and Correspondence to Receive

 - a) Planning Commission Meeting Minutes – January 21, 2026
 - b) Park Commission Meeting Minutes – February 11, 2026
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) 260323-1 Appointment of Police & Fire Commission Member – Bill Wernimont
 - b) 260323-2 Certified Survey Map – 1150 Valley Road
 - c) 260323-3 Award Bid – Schildt Park Renovation Project and Schildt Stormwater Pond Construction Project to Include Authorization for Direct Purchase of Pre-Built Pedestrian Bridge Structure
 - d) 260323-1:ORD Amend Fox Crossing Municipal Code Chapter §270 Massage and Reflexology *First Reading*
 - e) 260323-2:ORD Amend Fox Crossing Municipal Code Chapter §A450 Fines & Penalties *First Reading*
 - f) 260323-4 Operator License Applicants
 - g) 260323-5 Expenditures
8. **Reports**
 - a) Village President Dale Youngquist – Open Book will be held In Person on Monday, May 18, 2026, from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., and Tuesday, May 19, 2026, from 9:00 a.m. to 3:00 p.m.; the 2026 Board of Review will be held on Thursday, June 25, 2026 from 4:00 p.m. to 6:00 p.m.
 - b) Trustee Kris Koeppe – Spring Electronic Recycling Event will be held on Saturday, April 18, 2026 from 8:00 a.m. to Noon at the Municipal Complex
 - c) Public Works Director Joe Hoechst – Municipal Separate Storm Sewer System (MS-4) Report
 - d) Village Clerk Chantel Jaenke – Early Voting for the April 7 Spring Election will be held Tuesday, March 24, 2026 through Friday, April 3, 2026; Voting will be Open from 8:00 a.m. to 4:30 p.m., Monday through Friday, with the Exception of Friday, April 3, 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
Special Meeting Minutes
Monday, March 2, 2026 – 5:00 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956

1. **Call to Order**

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

Village Clerk Chantel Jaenke recorded the following Village Board members as present: President Dale Youngquist and Trustees Michael Van Dyke, Kris Koeppe, Tim Raddatz, Kate McQuillan, Deb Swiertz, and Barb Hanson.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Assistant Fire Chief Shawn Bordeaux, Police Chief Tim Callan, Police Captain Corey Haag, Director of Parks & Recreation Amanda Geiser, Director of Public Works Joe Hoechst, Street Superintendent Brian Bauer, and Director of IT Tim Plagenz.

2. **Fox Crossing Pavement Surface Evaluation and Rating (PASER) Status**

Director Hoechst reviewed the current Pavement Surface Evaluation and Rating (PASER) ratings for Village roads and provided an update on their overall condition. He noted that the ratings were completed in 2025 and submitted to WisDOT as required every two years. The University of Wisconsin Madison provides the guidelines for rating road conditions on a scale of 1 to 10. He presented a map of the Village showing the condition of each roadway and noted that most Village roads are rated 4–5 or better, which reflects the Village’s continued investment in road infrastructure. He stated that plans are underway to address some of the lower-rated roads as part of the 2026 Crack Seal and Road Resurfacing Program. Director Hoechst also answered questions from the Village Board. No action was taken.

3. **Future of East Side Water Supply**

Village Manager Sturgell provided an update on the future options for the East Side water supply. He summarized the findings of the McMahon and Associates study evaluating alternatives for serving the East Side system, including continued purchase of water from Menasha Utilities, connecting the West Side and East Side systems, and purchasing water wholesale from the City of Appleton. He noted staff will continue to explore the feasibility of a potential connection to the Appleton Water Utility as a future option.

Director Hoechst added that water rates are fully regulated by the Wisconsin Public Service Commission (PSC), and the Village will be completing a rate case later this year. He explained that although the Village operates two separate water systems, the PSC views them as a single utility for rate-setting purposes. As a result, the lower-cost production on the West Side subsidizes the higher-cost East Side system. He noted ongoing challenges with East Side water production related to water quality at Wells #5 and #7 and the higher cost of purchasing wholesale water from Menasha Utilities. He also reported that the long-term viability of the East Side wells is limited.

Staff answered questions from the Board regarding the different possibilities and potential outcomes. No action was taken.

The Board recessed at 6:03 p.m. for a brief break. The meeting reconvened at 6:10 p.m.

4. **Discussion of New Police Department Building**

Village Manager Sturgell noted that the discussion surrounding the need for a new Police Department has been ongoing since a space study was completed in 2019. He provided background on the Municipal Complex and explained that while the construction of the Storage Building in 2020 addressed some immediate space needs, it was only a temporary solution. The study concluded that the Police Department has outgrown its existing space and identified several facility needs. Over the past several years, staff have reviewed multiple options, including

expanding the current Municipal Complex, purchasing and renovating existing buildings within the Village, and constructing a new Police Department facility on Village-owned property. He reported that funds were budgeted in 2025 to develop a concept plan for a new facility, and Chief Callan worked with McMahon & Associates to prepare a proposed design. Regarding potential locations, the recommended site is the Village-owned property at the intersection of East Shady Lane and Irish Road.

Chief Callan explained that, unlike some other communities, the Village does not have an existing building that could reasonably meet Police Department needs or that is located appropriately for a police facility. He noted that the department has continued to grow since the 2019 space study, increasing from 26 sworn officers to 31. He presented the concept plan for the new Police Department building, noting that the design focuses on essential needs while remaining fiscally responsible. Key features include an indoor parking garage to protect squad vehicles from extreme temperatures, updated evidence storage to address current safety and environmental concerns, and improved workspace, locker rooms, meeting rooms, and training areas.

Director Hoechst noted that the East Shady Lane and Irish Road site would require stormwater and roadway upgrades to support a new facility. He added that the Woodland Prairie Park site at the northeast corner of County Highway CB and East Shady Lane may be more suitable from a public works standpoint.

Staff answered questions from the Board regarding cost, potential future expansion options, building layout variations, and possible funding sources such as grants or referenda. No action was taken.

5. Ongoing Operations Discussion (to focus on staffing and levy impacts)

Village Manager Sturgell provided a high-level overview of the Village's long-term financial position and discussed several emerging financial challenges. He noted that the largest concern is operational funding, as the only way to increase the operating levy under current State levy limits is through a referendum. He summarized upcoming financial pressures, including the potential construction of a new Police Department building and future staffing needs for the Fire Department, which could have significant budget impacts. Early estimates indicate that a new Police Department may add approximately \$1 million per year to the debt levy, and fully staffing a fire engine around the clock may require about \$500,000 annually.

Manager Sturgell emphasized that while the Village remains in strong financial condition with the highest available financial rating, rising costs, slowing economic growth, and levy constraints have contributed to a growing structural deficit. He noted that the Village operates at a lower cost level than many surrounding municipalities, making the issue more revenue-related than expenditure-related.

Director Searl reviewed the referendum process and shared what has been successful in other municipalities, including the use of media consultants.

Staff answered questions from the Board regarding cost projections, future needs, funding options, and potential referendum considerations. No action was taken.

6. Adjourn

Motion: Trustee Raddatz, seconded by Trustee McQuillan, to adjourn at 7:55 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC
Village Clerk

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



Village of Fox Crossing Board of Trustees
Regular Meeting Minutes
Monday, February 23, 2026 – 6:00 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956

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

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

The Pledge of Allegiance was recited.

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

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

Public Attendance: Five individuals were present.

2. **Awards / Presentations**

None.

3. **Minutes to Approve / Minutes and Correspondence to Receive**

Minutes to Approve

a) Regular Village Board Meeting – February 9, 2026

Minutes and Correspondence to Receive

b) Park Commission Meeting Minutes – January 14, 2026

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

Vote: Motion carried unanimously.

4. **Public Comments Addressed to the Village Board**

Jay Schroeder, 1295 N. Lake Street, commented on the Little Lake Butte des Morts Lake Association, on which he serves as a Board member, and expressed the need for increased funding for shoreline cleanup efforts, noting that the majority of the impacted shoreline is within the Village.

Lyle Hanson, 1730 Lakeshore Drive, commented on the Little Lake Butte des Morts Lake Association, on which he serves as a Board member, and spoke about the importance of the association's work, including efforts to identify remedies to control the algae bloom.

5. **Discussion Items**

None.

6. **Unfinished Business**

None.

7. New Business-Resolutions/Ordinances/Policies

a) 260223-1 2025 Year End Budget Amendments

Motion: Trustee Van Dyke, seconded by Trustee Koeppel to approve the 2025 year end budget amendments, as presented.

Discussion: Director Searl reviewed the annual year-end budget amendments and explained the adjustments within each department and the reasons for the changes.

Vote: On roll call vote: 7-0, motion carried.

b) 260223-2 2026 Budget Amendments to Provide Funds for Various Items in Village Departments

Motion: Trustee Van Dyke, seconded by Trustee Hanson to approve the 2026 budget amendments to provide funds for various items in village departments, as presented.

Discussion: Director Searl explained the amendments, noting they include rollover of unspent funds from the prior year as well as allocations for new items that were not anticipated during last year's budget process.

Vote: On roll call vote: 7-0, motion carried.

c) 260223-3 Adoption of Fire Department Five Year Strategic Plan 2026-2030

Motion: Trustee Hanson, seconded by Trustee Swiertz to adopt the Fire Departments Five Year Strategic Plan 2026-2030, as presented.

Discussion: Chief Sweeney noted that the department has maintained accreditation since 2001 and provided a brief overview of the strategic plan and its key initiatives.

Vote: Motion carried unanimously.

d) 260223-1:ORD Fox Crossing Municipal Code Chapter §274 for Mobile Food Vendors by Adding Chapter 274-9.5 Fire Code Inspection Requirements *First Reading*

Motion: Trustee Van Dyke, seconded by Trustee Koeppel to approve the first reading of an amendment to Fox Crossing Municipal Code Chapter §274 for Mobile Food Vendors by adding Chapter 274-9.5 Fire Code Inspection Requirements, as presented.

Discussion: Manager Sturgell reviewed the mobile food vending process and explained the need to include a fire code provision. The amendment adds a required fire code inspection and decal for mobile food vendors.

Vote: Motion carried unanimously.

e) 260223-4 Memorandum of Understanding for Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program

Motion: Trustee Van Dyke, seconded by Trustee Swiertz to approve the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program, as presented.

Discussion: Manager Sturgell discussed the purpose of the memorandum and explained the process mobile food vendors will follow to obtain the required fire inspection and decal.

Vote: Motion carried unanimously.

f) 260223-2:ORD Amend Fox Crossing Municipal Code Chapter §146 for Alcohol Beverages *First Reading*

Motion: Trustee Hanson, seconded by Trustee Swiertz to approve the first reading of an amendment to Fox Crossing Municipal Code Chapter §146 regarding alcohol beverages, as presented.

Discussion: Manager Sturgell reviewed the proposed ordinance amendment intended to tighten and clarify the alcohol license application process. The amendment adds a supplemental questionnaire to provide the Board with additional applicant information during the licensing procedure and to help protect the Village from applicants seeking to operate establishments that may function as mini gambling halls. The changes give the Board clearer authority to approve or deny applications based on the information submitted. The amendment also prohibits issuing more than one alcohol license on a single tax parcel unless specifically approved by the Village Board. Attorney Rossmeissl responded to Board questions and emphasized the importance of the amendment, noting similar trends observed in other municipalities.

Vote: Motion carried unanimously.

- g) 260223-3:ORD Amend Fox Crossing Municipal Code Chapter §150 for Special Events and Mechanical Amusement Devices First Reading
Motion: Trustee Van Dyke, seconded by Trustee Hanson to approve the first reading of an amendment to Fox Crossing Municipal Code Chapter §150 regarding Special Events and Mechanical Amusement Devices, as presented.
Discussion: Manager Sturgell reviewed the purpose of the amendment, noting that it strengthens regulation of gambling machines and clarifies what the Village is licensing under the Mechanical Amusement Device License.
Vote: Motion carried unanimously.
- h) 260223-4:ORD Amend Fox Crossing Municipal Code Chapter §450 Fines & Penalties First Reading
Motion: Trustee Hanson, seconded by Trustee McQuillan to approve the first reading of an amendment to Fox Crossing Municipal Code Chapter §450 Fines & Penalties, as presented.
Vote: Motion carried unanimously.
- i) 260223-5 Authorization to Release 2026 Budgeted Stormwater Utility Funds to the Little Lake Butte Des Morts Lake Association
Motion: Trustee Van Dyke, seconded by Trustee McQuillan to approve the authorization to release the 2026 budgeted Stormwater Utility funds to the Little Lake Butte des Morts Lake Association, as presented.
Vote: Motion carried unanimously.
- j) 260223-6 Expenditures
Motion: Trustee Koeppe, seconded by Trustee Swiertz to approve the expenditures, as presented, without exception.
Vote: Motion carried unanimously.

8. Reports

- a) Public Works Director Joe Hoechst – Winnebago County Valley Road Reconstruction Project Update
Director Hoechst provided an overview of the Valley Road reconstruction project, including the project timeline and the specific areas where work will occur.
- b) Fire Chief Todd Sweeney – Appleton Fire Department Auto Aid Agreement Update
Chief Sweeney provided an update on the automatic aid agreement with the City of Appleton initiated last year. He noted that the CAD system had not been dispatching calls correctly, but the issue has since been resolved and the department is now receiving the appropriate assistance.

9. Closed Session

None.

10. Adjourn

Motion: Trustee Hanson, seconded by Trustee Swiertz to adjourn at 7:04 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC
Village Clerk

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



Village of Fox Crossing Board of Trustees
Regular Meeting Minutes
Monday, March 9, 2026 – 6:00 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956

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

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

The Pledge of Allegiance was recited.

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

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

Excused: Police Chief Tim Callan and Engineer Zach Laabs.

Public Attendance: None.

2. **Awards / Presentations**

None.

3. **Minutes to Approve / Minutes and Correspondence to Receive**

Minutes to Approve

Minutes and Correspondence to Receive

- a) Water Main Breaks Report – January 2026
- b) Water Pumpage Report – January 2026

Motion: Trustee Van Dyke, seconded by Trustee Swiertz, to accept correspondence into the record, as presented.

Vote: Motion carried unanimously.

4. **Public Comments Addressed to the Village Board**

No public comments were received.

5. **Discussion Items**

None.

6. **Unfinished Business**

None.

7. **New Business-Resolutions/Ordinances/Policies**

- a) 260309-1 Amend Commitment and Assignment of Fund Balances to Include a 2026 Budget Amendment for the 205 Special Revenue Funds

Motion: Trustee Van Dyke, seconded by Trustee Swiertz to amend the commitment and assignment of fund balances to include a 2026 budget amendment for the 205 Special Revenue Funds, as presented.

Discussion: Director Geiser noted that this amendment allows the funds being collected for this event to be set aside and used specifically for that purpose.

Vote: On roll call vote: 7-0, motion carried.

- b) 260309-2 Reappointment of Zoning Board of Appeals Member – Bill Breider
Motion: Trustee Swiertz, seconded by Trustee Hanson to approve the reappointment of Zoning Board of Appeals Member Bill Breider, as presented.
Vote: Motion carried unanimously.
- c) 260309-3 Reappointment of Village of Fox Crossing Representative to the Fox Cities Transit Commission—Community Development Director George Dearborn
Motion: Trustee McQuillan, seconded by Trustee Swiertz to approve the reappointment of Community Development Director George Dearborn as the Village of Fox Crossing representative to the Fox Cities Transit Commission, as presented.
Vote: Motion carried unanimously.
- d) 260309-4 Temporary Class “B” Retailer’s License – Suburban Athletics, Inc.
Motion: Trustee Van Dyke, seconded by Trustee Koeppe to approve the Temporary Class “B” Retailer’s License for Suburban Athletics, Inc., as presented.
Vote: Motion carried unanimously.
- e) 260223-1:ORD Amend Fox Crossing Municipal Code Chapter §274 for Mobile Food Vendors by Adding Chapter 274-9.5 Fire Code Inspection Requirements *Second Reading & Adoption*
Motion: Trustee Hanson, seconded by Trustee Swiertz to approve the second reading and adoption of an ordinance amending Fox Crossing Municipal Code Chapter §274 for Mobile Food Vendors by adding Chapter 274-9.5 Fire Code Inspection Requirements, as presented.
Vote: Motion carried unanimously.
- f) 260223-2:ORD Amend Fox Crossing Municipal Code Chapter §146 for Alcohol Beverages *Second Reading & Adoption*
Motion: Trustee Van Dyke, seconded by Trustee Swiertz to approve the second reading and adoption of an ordinance amending Fox Crossing Municipal Code Chapter §146 regarding alcohol beverages, as presented.
Vote: Motion carried unanimously.
- g) 260223-3:ORD Amend Fox Crossing Municipal Code Chapter §150 for Special Events and Mechanical Amusement Devices *Second Reading & Adoption*
Motion: Trustee Hanson, seconded by Trustee Swiertz to approve the second reading and adoption of an ordinance amending Fox Crossing Municipal Code Chapter §150 for Special Events and Mechanical Amusement Devices, as presented.
Vote: Motion carried unanimously.
- h) 260223-4:ORD Amend Fox Crossing Municipal Code Chapter §A450 Fines & Penalties *Second Reading & Adoption*
Motion: Trustee McQuillan, seconded by Trustee Hanson to approve the second reading and adoption of an ordinance amending Fox Crossing Municipal Code Chapter §A450 Fines & Penalties, as presented.
Vote: Motion carried unanimously.
- i) 260309-7 Operator License Applicants
Motion: Trustee Van Dyke, seconded by Trustee Hanson to approve the operator license applicants, as presented.

Vote: Motion carried unanimously.

j) 260309-8 Expenditures

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

Vote: Motion carried unanimously.

8. Reports

- a) Village Clerk Chantel Jaenke – Early Voting for the April 7 Spring Election will be held Tuesday, March 24, 2026 through Friday, April 3, 2026; Voting will be Open from 8:00 a.m. to 4:30 p.m., Monday through Friday, with the Exception of Friday, April 3, in which Voting will be Open Until 5:00 p.m.

Clerk Jaenke noted that absentee ballots will begin mailing on Tuesday, March 17, to all voters with an absentee application on file for the Spring Election.

9. Closed Session

None.

10. Adjourn

Motion: Trustee Hanson, seconded by Trustee Koeppe to adjourn at 6:14 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC
Village Clerk

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

VILLAGE OF FOX CROSSING
PLANNING COMMISSION MEETING
Municipal Complex – Arden Tews Assembly Room
Wednesday, January 21, 2026
at 5:15 PM
Minutes

CALL TO ORDER

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

PRESENT: Chairperson: Mr. Dennis Jochman
Commissioners: Mr. Morris Cox
Mr. Thomas Willecke
Mr. Michael Scheibe
Ms. Tracy Romzek

EXCUSED: Mr. Michael Prince
Mr. Tom Young

Staff: Community Development Director George Dearborn
Associate Planner Daniel Dieck
Village President Dale Youngquist
Village Manager Jeff Sturgell
Village Board of Trustee Kris Koeppe

Others: 18 others present

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES – December 3, 2025

MOTION: Mr. Cox, seconded by Mr. Willecke to approve the meeting minutes of November 19, 2025, as presented.

Motion carried 4-0-1(Mr. Scheibe)

PUBLIC HEARING

- 1. Public Hearing – Zoning Change – From R-1 Rural Residential District to I-1 Light Industrial District – 4425 W. Prospect Avenue – Parcel 121011601**

MOTION: Mr. Willecke, seconded by Mr. Cox to open the public hearing.
Motion carried 5-0-0

Director Dearborn provided an overview stating the property is proposed to be rezoned to I-1 Light Industrial, which is more restrictive than heavy industrial zoning present in the surrounding area. The Village's Future Land Use Map identifies the area as industrial, and the rezoning is consistent with that designation. A structure on the site was reported to be in the process of being demolished. The applicant indicated an intended use related to vehicle repair, with future development subject to site plan review.

Staff recommended approval based on consistency with the Future Land Use Map and zoning appropriateness.

Mr. Kris Koeppe – 4529 W. Prospect Ave., Neenah

Expressed support for the property changing hands but raised concern that an industrial zoning allows many potential uses, some of which may be incompatible with nearby residences. He requested that there be public opportunity to review/comment during the site plan process and asked whether hours of operation could be controlled.

Director Dearborn indicated that while the Planning Commission does not have ordinance authority over staff-level site plan review decisions, the Village could provide information and maintain a public process for transparency.

Ms. Stephanie Rickert – 4439 W. Prospect Ave., Neenah

Stated concern about the property becoming an eyesore/junkyard again, asked whether fencing could be required, and expressed concern about outdoor storage/vehicles.

Mr. Craig Jahnke – 4409 W. Prospect Ave., Neenah

Questioned placing a business between homes and expressed concern about appearance and property values.

MOTION: Mr. Cox, seconded by Mr. Scheibe to close the public hearing. Motion carried 5-0-0

2. Public Hearing – Zoning Change – From Planned Development District (PDD) to R-2 Suburban Low Density District – West side of Prairie Lake Circle - Parcel 1210216

MOTION: Mr. Willecke, seconded by Mr. Cox to open the public hearing.
Motion carried 5-0-0

Director Dearborn stated the property was originally part of a condominium development plan that contemplated multiple units. The applicant proposed rezoning to R-2 to allow single-family homes only. The Village's Future Land Use Map reflects residential use, and staff recommended approval.

No public comments received.

MOTION: Mr. Scheibe, seconded by Mr. Willecke to close the public hearing.
Motion carried 5-0-0

NEW BUSINESS

1. Condominium Plat Amendment – Prairie Lake Circle

Director Dearborn stated this action is to consider approval of a condominium plat amendment affecting the Prairie Lake condominium area, including removal/adjustment of "Area 2." The amendment adjusts the condominium plat to remove a specific area ("Area 2") while retaining perimeter areas within the condominium. The change would separate future owners in the removed area from condominium association membership and access to condominium amenities (including lake access). Mr. Dearborn stated the process was completed correctly and recommended approval.

Ms. Laura Zahnnger – 1409 Prairie Lake Cir., Neenah

Stated that the developer prepared a declaration for “Butterfly Way” clarifying that purchasers in the removed area would not have access to lake/condominium amenities and addressing ownership/maintenance responsibilities for fencing along the property.

MOTION: Mr. Willecke, seconded by Mr. Cox to approve the condominium plat amendment as presented. Motion carried 5-0-0

2. Zoning Change – From R-1 Rural Residential District to I-1 Light Industrial District – 4425 W. Prospect Avenue – Parcel 121011601

Director Dearborn noted I-1 Light Industrial is more restrictive than heavy industrial and includes a site plan review process, including screening requirements when adjacent to single-family residential areas. Staff recommended approval.

Mr. Kris Koeppe – 4529 W. Prospect Ave., Neenah

Questioned whether the hours of operation can be addressed.

Director Dearborn indicated compatibility elements such as screening and noise can be addressed through site plan review.

Mr. Ventura Ayon – 4425 W. Prospect Ave., Neenah (Applicant/property owner)

Stated an intent to operate an auto repair business, acknowledged neighborhood concerns, and expressed intent to follow Village rules and work cooperatively with neighbors.

MOTION: Mr. Scheibe, seconded by Mr. Cox to approve the zoning change from R-1 Rural Residential District to I-1 Light Industrial District. Motion carried 5-0-0

3. Zoning Change – From Planned Development District (PDD) to R-2 Suburban Low Density District – West side of Prairie Lake Circle - Parcel 1210216

Director Dearborn stated R-2 is more restrictive than the existing planned development zoning and would limit the area to single-family homes. Staff recommended approval as consistent with the Future Land Use Map and related plat actions.

MOTION: Mr. Jochman, seconded by Mr. Willecke to approve the zoning change from Planned Development District to R-2 Suburban Low Density District. Motion carried 5-0-0

4. Certified Survey Map (CSM) – John Ross – 2025 American Drive – Parcels 121014505 & 12101450901

Director Dearborn said the CSM combines properties by adding a defined area to the parcel to the north. The intent included material storage, consistent with prior approvals. Staff recommended approval of the CSM with following conditions:

1. All taxes must be paid prior to recording.
2. A copy of the recorded CSM must be provided to the Village.

MOTION: Mr. Willecke, seconded by Mr. Scheibe to approval the CSM with the following conditions:

1. All taxes must be paid prior to recording.
2. A copy of the recorded CSM must be provided to the Village.

Motion carried 5-0-0

OLD BUSINESS

1. Preliminary Plat – Butterfly Way – West side of Prairie Lake Circle - Parcel 1210216

Director Dearborn summarized the plat proposes six single-family lots, consistent with the R-2 zoning direction. Additional development agreement steps and fees would be required prior to recording of the final plat. Staff recommended approval with the following conditions:

1. Condominium plat amendment must be approved by the Planning Commission,
2. A development agreement must be executed with the Village Board, and
3. The final plat must be recorded prior to land sales and home construction.

MOTION: Mr. Jochman, seconded by Mr. Scheibe to approve the Preliminary Plat with the following conditions:

1. Condominium plat amendment must be approved by the Planning Commission,
2. A development agreement must be executed with the Village Board, and
3. The final plat must be recorded prior to land sales and home construction.

Motion carried: 5-0-0

OTHER BUSINESS

Development Activity Report

Director Dearborn reported the following totals for 2025:

- 13 single-family permits
- 1 duplex
- 7 multi-family units
- 5 commercial permits
- Reported construction value: approximately **\$61,000,000** (construction value as reported; not assessed value)

Staff noted two subdivisions were in process and anticipated further progress as development agreement steps are completed.

COMMUNICATIONS

Sustainability Committee

Director Dearborn referenced the Sustainability Committee meeting and ongoing discussion topics including procurement practices and community gardens. It was noted that there were two open garden plots in Schildt Park and one open plot in Wittmann Park at the time of the report.

Discussion also included Schildt Park improvements, including a pond and a proposed access/parking configuration, with traffic and public safety considerations discussed.

PUBLIC FORUM

Discussion included an upcoming **primary election** involving candidates for a district-level race in Winnebago County.

ADJOURN

At 6:09 p.m., **MOTION:** Mr. Scheibe, seconded by Ms. Romzek to adjourn. Motion carried 5-0-0

Respectfully submitted,

Dan Dieck
Associate Planner

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



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 11, 2026

Park Commissioners Present: Jim Beson, Jordyn Kurer, Suneer Patel, Jean Wollerman, Jill Rasmussen, Matt Werner

Excused: Kathy Sylvester

Staff Present: Director Amanda Geiser

* * * * *

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 14, 2026, regular meeting minutes. Commissioner Patel motioned to accept the minutes, seconded by Commissioner Kurer. Commissioner Patel abstained. Motion carried.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

- A. 2025 Sponsorship Report: Director Geiser reviewed the sponsorship contributions received in 2025. She indicated the year was a very positive year in terms of alternative funding.
B. 2025 Reciprocity Report: Director Geiser reviewed the Fox Crossing-Menasha reciprocity agreement numbers for 2025. The report detailed the number of residents from each municipality that received the resident rate by either participating in recreation programs or renting a facility in the neighboring community.

REPORTS

- A. Park Report: Accepted as written.
B. Recreation Report: Accepted as written.
C. Director Report: Accepted as given.
D. Commissioner Reports:
• Commissioner Beson: No report.
• Commissioner Kurer: No report.
• Commissioner Patel: No report.
• Commissioner Rasmussen: No report.
• Commissioner Sylvester: Excused.
• Commissioner Werner: Excused.
• Commissioner Wollerman: No report.

OLD BUSINESS

- None

NEW BUSINESS

- A. Woodland Prairie Park Land Use Agreement- Joseph Mueller:** *Commissioner Patel made a motion to approve the Woodland Prairie Park Land Use Agreement with Joseph Mueller. Commissioner Kurer seconded.*

The motion was put to a vote and all were in favor, motion carried unanimously.

- B. Reciprocity Agreement with the City of Menasha:** *Commissioner Patel made a motion to approve the 2026-2030 Reciprocity Agreement with the City of Menasha. Commissioner Rasmussen seconded.*

Director Geiser reviewed the proposed 2026-2030 reciprocity agreement which applies to recreation programs and facility rentals. There were no changes from the previous agreement. A brief discussion ensued related to the change from the two-year agreement to a longer, five-year agreement.

The motion was put to a vote and all were in favor, motion carried unanimously.

CORRESPONDENCE

- **Withheld Security Deposit:** A letter in regards to a November rental at the Community Center was reviewed.

ADJOURNMENT

Commissioner Wollerman motioned, seconded by Commissioner Patel, to adjourn the Park Commission meeting at 6:38PM. Motion carried unanimously.

The next Commission meeting is scheduled for March 11, 2026, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,



Jim Beson
Chairperson - Village of Fox Crossing Park Commission

KATHY SYLVESTER

VICE-CHAIR

RES #260323-1

APPOINTMENT OF POLICE & FIRE COMMISSION MEMBER – BILL WERNIMONT

WHEREAS, Police & Fire Commission President Thomas Gritton resigned from the Police & Fire Commission effective December 31, 2025, leaving a vacancy on the Commission with a term expiring May 31, 2029; and

WHEREAS, it is the recommendation of the Village President to appoint Bill Wernimont to the remainder of a five (5) year term that commenced June 1, 2024 and expires May 31, 2029; and

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

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the appointment of Bill Wernimont to the Police & Fire Commission for the remainder of a five (5) year term that commenced June 1, 2024 and expires May 31, 2029.

Adopted this 23rd day of March, 2026

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260323-2

CERTIFIED SURVEY MAP – 1150 VALLEY ROAD

WHEREAS, the applicant requests approval of a Certified Survey Map (CSM) to combine the six (6) parcels located at 1150 Valley Road (parcels #1210971, #1210972, #1210973, #1210982, #1210983, and #1210984); and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their March 18, 2026 meeting and recommended approval of the Certified Survey Map with the following conditions:

1. All taxes and assessments shall be paid prior to the Village affixing signatures on the Certified Survey Map.
2. The applicant shall provide the Village with a final copy of the recorded CSM.

Planning Commission: 4 Aye 0 Nay 3 Excused 0 Abstain

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

Adopted this 23rd day of March, 2026

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

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

MEMO

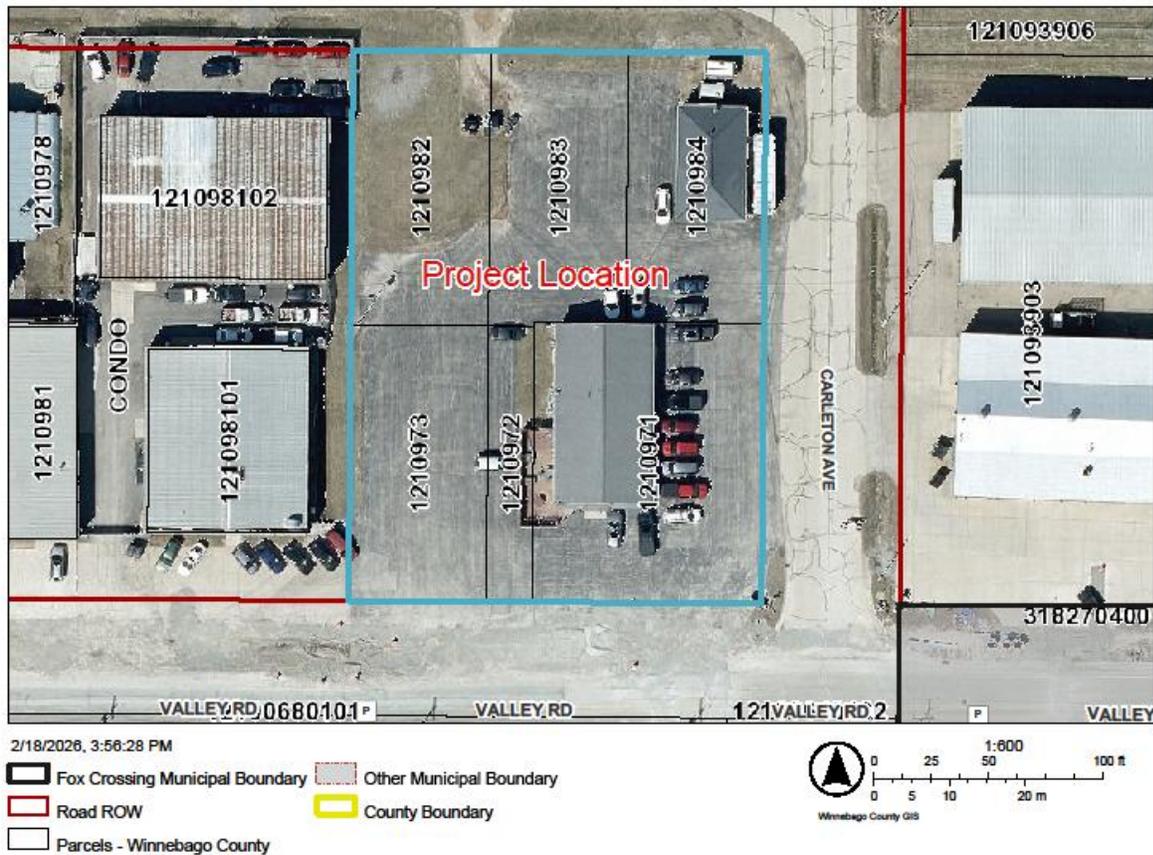
Date: March 11, 2026
To: Village Planning Commission Members
From: Community Development Department Staff
RE: New Business Item 3 – Certified Survey Map – Prime Time Bar And Grill

Overview

This Certified Survey Map, (CSM) for Prime Time Bar and Grill combines 6 lots into one for future building expansion.

A site plan and a copy of the proposed CSM is attached.

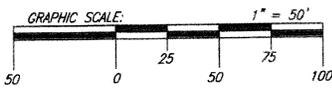
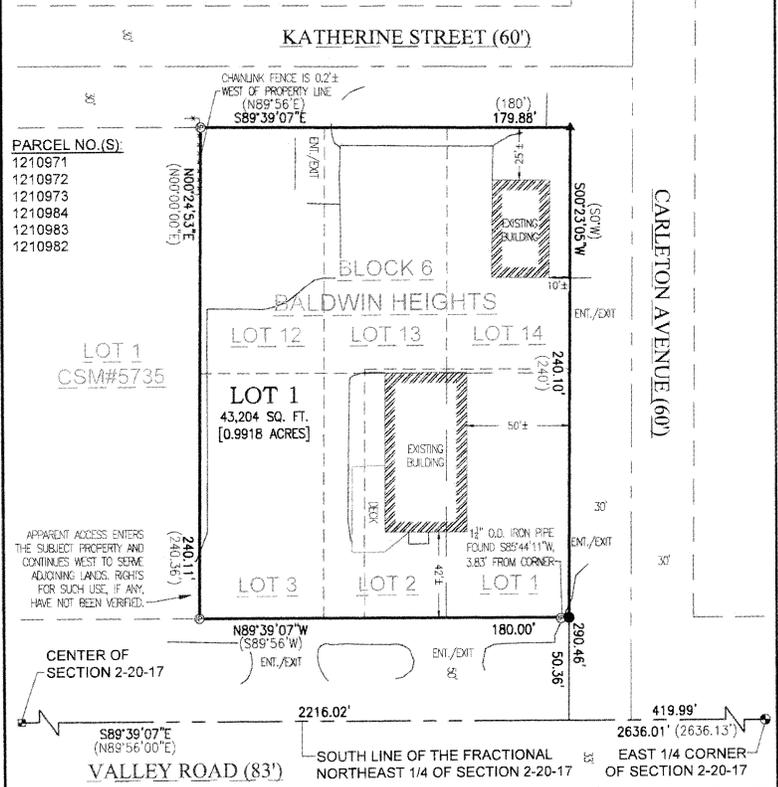
Fox Crossing GIS Map



CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOTS 1, 2, 3, 12, 13, & 14 IN BLOCK 6 OF BALDWIN HEIGHTS AS RECORDED IN DOC. NO. 71703, LOCATED IN THE SOUTHEAST 1/4 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 20 NORTH, RANGE 17 EAST, VILLAGE OF FOX CROSSING, WINNEBAGO COUNTY, WISCONSIN. **LEGEND:**

- OWNER(S) OF RECORD:**
BERMAN INVESTMENTS LLC
- DOCUMENT NO.(S):**
1921038
1921037
- = 1 1/2" X 18" O.D. ROUND IRON PIPE SET, WEIGHING 1.68 LBS. PER LIN. FT.
 - ⊙ = 1 1/2" O.D. ROUND IRON PIPE FOUND
 - ▲ = RAILROAD SPIKE SET
 - ⊠ = CHISEL CROSS FOUND
 - ⊞ = MAG SPIKE FOUND
 - () = RECORDED AS BEARING/DISTANCE



CHRISTOPHER E. PERREAULT, PLS-2249 DATED
CAROW LAND SURVEYING & ENVIRONMENTAL
615 N. LYNNDALE DR., APPLETON, WI 54914
N5841 STATE HIGHWAY 47-55, SHAWANO, WI 54166
PHONE: (920)731-4168
A2601.5 DATED: 2/2/2026
DRAFTED BY: cwm - BTL

Staff Recommendation

Staff recommends approval of this CSM with the following conditions:

1. All taxes are paid prior to recording.
2. A copy of the recorded CSM be provided to the Village.

RES #260326-3

AWARD BID – SCHILDT PARK RENOVATION PROJECT AND SCHILDT STORMWATER POND CONSTRUCTION PROJECT TO INCLUDE AUTHORIZATION FOR DIRECT PURCHASE OF PRE-BUILT PEDESTRIAN BRIDGE STRUCTURE

WHEREAS, on March 18, 2026, sealed bids for the Schildt Park Renovation Project and Schildt Stormwater Pond Construction Project were due in the office of the Parks & Recreation 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 Park Reno</u>	<u>Base Bid Storm Pond</u>	<u>Alternate Bid A*</u>	<u>Total</u>
MCC, Inc.	\$ 883,742.74	\$507,921.68	\$16,800.00	\$1,398,964.42
Advanced Construction Inc.	\$1,008,780.21	\$563,418.57	\$10,000.00	\$1,577,198.78
Vinton Construction Company	\$ 956,723.45	\$656,187.81	\$20,500.00	\$1,623,411.26
Northeast Asphalt, Inc.	\$ 941,221.08	\$791,227.31	\$14,750.00	\$1,737,248.39

* Alternate Bid A is the cost of the removal of the old granary located near the community gardens (replace Alternate Bid A with Line 3 in the Base Bid to determine final cost).

WHEREAS, it is the recommendation of Engineer Nick Vande Hey, Parks & Recreation Director Amanda Geiser, and Public Works Director Joe Hoechst to award the Base Bid for the Schildt Park Renovation in the amount of \$883,742.74, the Base Bid for the Schildt Stormwater Pond construction project in the amount of \$507,921.68, and Alternate Bid A in the amount of \$16,800.00 to the lowest responsible bidder, MCC Inc., in the total bid amount of \$1,398,964.42; and

WHEREAS, it is the recommendation of Engineer Nick Vande Hey, Parks & Recreation Director Amanda Geiser, and Public Works Director Joe Hoechst to authorize the direct purchase of a 87 foot long pre-built pedestrian bridge from Contech Engineered Solutions, LLC, 6441 Enterprise Lane, Suite 116, Madison, Wisconsin, 53719, in the not to exceed amount of \$110,000.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Bid for the Schildt Park Renovation in the amount of **\$883,742.74**, the Base Bid for the Schildt Stormwater Pond construction project in the amount of **\$507,921.68**, and Alternate Bid A in the amount of **\$16,800.00** to the lowest responsible bidder, **MCC, Inc., 2600 N. Roemer Road, Appleton, Wisconsin, 54912**, in the total bid amount of **\$1,398,964.42**.

BE IT FURTHER RESOLVED, by the Village of Fox Crossing Board of Trustees to hereby authorize the direct purchase of a pre-built pedestrian bridge structure from **Contech Engineered Solutions, LLC, 6441 Enterprise Lane, Suite 116, Madison, Wisconsin, 53719**, in the not to exceed amount of **\$110,000**.

Adopted this 23rd day of March, 2026

*Requested by: Amanda Geiser, Director of Parks & Recreation
Joe Hoechst, Public Works Director
Submitted by: Dale A. Youngquist, Village President*

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



March 19, 2026

Village of Fox Crossing
2000 Municipal Drive
Neenah, WI 54956

Re: Village of Fox Crossing
Schildt Park Improvements
Letter of Recommendation
McM. No. F0057-09-21-00572

On March 18, 2026, bids were received for the Schildt Park Improvements project. Four bids were received, ranging in base bid price from \$1,391,664.42 to \$1,732,448.39 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0057-09-21-00572 (Base Bid + Alternate Bid A) to the low bidder, MCC, Inc., in the amount of \$1,398,964.42.

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

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

Respectfully,

McMahon Associates, Inc.

Nick Vande Hey /car

Nicholas A Vande Hey, P.E.
Vice President / Sr Municipal & Water Resources Engineer

NVH:car

Enclosures: Notice of Award
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 549112-1137

Contract No. F0057-09-21-00572

Project: SCHILDT PARK IMPROVEMENTS
For The
VILLAGE OF FOX CROSSING | Winnebago County, Wisconsin

You are notified that your Bid, dated March 18, 2026, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Schildt Park Improvements for the Village of Fox Crossing, Winnebago County, Wisconsin.

The Contract Price of your Contract is One Million Three Hundred Ninety-Eight Thousand Nine Hundred Sixty-Four & 42/100 Dollars (\$1,398,964.42).

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 for Contract Security (bonds), as specified in the Instruction to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

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

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

VILLAGE OF FOX CROSSING | Winnebago County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

Project: SCHILDT PARK IMPROVEMENTS
 Owner: Village of Fox Crossing
 Contract No.: F0057-09-21-00572
 Bid Date/Time: March 18, 2026 @ 10:00 a.m., local time
 Project Engineer: Nick Vande Hey, PE

Engineer: McMahon Associates, Inc.
 1445 McMahon Drive | PO Box 1025
 Neenah, WI 54956 | 54957-1025
 920.751.4200 PH | 920.751.4282 FAX | MCMGRP.COM

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

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

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

NORTHEAST ASPHALT, INC.
 w6380 Design Drive
 Greenville, WI 54942

BASE BID | PARK IMPROVEMENTS

Item No.	Qty	Unit	Description	Unit Price	Total Cost						
1.	1	L.S.	Traffic Control	\$2,500.00	\$2,500.00	\$32,500.00	\$32,500.00	\$124,500.00	\$124,500.00	\$2,855.00	\$2,855.00
2.	1,311	L.F.	Temporary Orange Safety Fence (4 Foot Height), Including Posts	\$2.50	\$3,277.50	\$4.00	\$5,244.00	\$4.00	\$5,244.00	\$2.25	\$2,949.75
3.	1	L.S.	Clearing and Grubbing	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$9,850.00	\$9,850.00
4.	1	L.S.	Sawcut Existing Pavement & Curb Head	\$1,016.94	\$1,016.94	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$1,020.00	\$1,020.00
5.	3,637	S.Y.	Full Depth Milling of Asphalt Pavement	\$4.50	\$16,366.50	\$2.40	\$8,728.80	\$2.42	\$8,801.54	\$2.00	\$7,274.00
6.	1	L.S.	Common Excavation (Site)	\$153,500.00	\$153,500.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$140,000.00	\$140,000.00
7.	300	C.Y.	Excavation Below Subgrade (EBS)	\$40.25	\$12,075.00	\$40.00	\$12,000.00	\$50.00	\$15,000.00	\$56.50	\$16,950.00
8.	48,941	S.F.	1-1/4 Base Aggregate Dense (12-Inch thick, parking lot and asphalt trail)	\$0.45	\$22,023.45	\$1.29	\$63,133.89	\$0.72	\$35,237.52	\$0.70	\$34,258.70
9.	729	S.F.	1-1/4 Base Aggregate Dense (6-Inch thick, concrete slab for pavilion)	\$1.50	\$1,093.50	\$0.97	\$707.13	\$1.08	\$787.32	\$1.20	\$874.80
10.	397	S.F.	1-1/4 Base Aggregate Dense (6-Inch thick, concrete driveway)	\$1.00	\$397.00	\$0.92	\$365.24	\$1.81	\$718.57	\$1.10	\$436.70
11.	438	S.F.	1-1/4 Base Aggregate Dense (4-Inch thick, concrete sidewalk)	\$0.85	\$372.30	\$0.80	\$350.40	\$2.14	\$937.32	\$0.88	\$385.44
12.	21,204	S.F.	3/4 Inch Base Aggregate Dense (12-Inch thick, sport courts)	\$0.40	\$8,481.60	\$1.74	\$36,894.96	\$0.89	\$18,871.56	\$1.35	\$28,625.40
13.	9,646	S.F.	Limestone Trail (1-Inch thick limestone, 12-Inch thick aggregate base)	\$0.85	\$8,199.10	\$1.29	\$12,443.34	\$1.52	\$14,661.92	\$1.90	\$18,327.40
14.	462	L.F.	Concrete Curb and Gutter, 30 Inch, Type D	\$27.65	\$12,774.30	\$29.65	\$13,698.30	\$39.90	\$18,433.80	\$27.65	\$12,774.30
15.	384	S.F.	Concrete Driveway, 6-Inch	\$8.95	\$3,436.80	\$8.95	\$3,436.80	\$10.00	\$3,840.00	\$8.95	\$3,436.80
16.	375	S.F.	Concrete Sidewalk, 4-Inch	\$8.95	\$3,356.25	\$8.95	\$3,356.25	\$10.00	\$3,750.00	\$8.95	\$3,356.25
17.	12	S.F.	Detectable Warning Field, Natural Patina	\$45.00	\$540.00	\$45.00	\$540.00	\$35.00	\$420.00	\$45.00	\$540.00
18.	49,417	S.F.	HMA Pavement - Parking Lot (3 1/2-Inch thick, two layers)	\$2.10	\$103,775.70	\$2.00	\$98,834.00	\$2.02	\$99,822.34	\$2.00	\$98,834.00
19.	11,975	S.F.	HMA Pavement - Trail (3-Inch thick, one layer)	\$2.50	\$29,937.50	\$2.00	\$23,950.00	\$2.02	\$24,189.50	\$2.00	\$23,950.00
20.	20,618	S.F.	HMA Pavement - Sport Courts (3-Inch thick, two layers)	\$2.40	\$49,483.20	\$2.55	\$52,575.90	\$2.57	\$52,988.26	\$2.55	\$52,575.90
21.	1,697	L.F.	Pavement Marking, Epoxy, 4 Inch (White)	\$2.85	\$4,836.45	\$4.40	\$7,466.80	\$4.40	\$7,466.80	\$0.92	\$1,561.24
22.	4	EA.	Pavement Marking, Epoxy, Handicap Symbol	\$125.00	\$500.00	\$170.00	\$680.00	\$170.00	\$680.00	\$350.00	\$1,400.00
23.	4	EA.	Handicap Sign (Van), Including Post	\$212.50	\$850.00	\$175.00	\$700.00	\$300.00	\$1,200.00	\$225.00	\$900.00
24.	340	L.F.	12-Inch Storm Sewer	\$53.00	\$18,020.00	\$66.00	\$22,440.00	\$73.40	\$24,956.00	\$68.00	\$23,120.00
25.	7	EA.	Storm Inlet, 2 Foot x 3 Foot	\$2,883.00	\$20,181.00	\$3,200.00	\$22,400.00	\$3,972.00	\$27,804.00	\$3,325.00	\$23,275.00
26.	8	EA.	6x6 Pressure Treated Wood Posts for Sledding Hill	\$154.00	\$1,232.00	\$775.00	\$6,200.00	\$172.50	\$1,380.00	\$100.00	\$800.00
27.	506	L.F.	Chain Link Fence (10 Ft. height, black vinyl)	\$80.00	\$40,480.00	\$80.00	\$40,480.00	\$80.00	\$40,480.00	\$80.00	\$40,480.00
28.	325	L.F.	Chain Link Fence (4 Ft. height, black vinyl)	\$47.00	\$15,275.00	\$47.00	\$15,275.00	\$47.00	\$15,275.00	\$47.00	\$15,275.00
29.	1	L.S.	Pickleball Courts Surfacing	\$19,338.00	\$19,338.00	\$27,000.00	\$27,000.00	\$19,338.20	\$19,338.20	\$19,338.00	\$19,338.00
30.	1	L.S.	Pickleball Courts Line Striping	\$3,030.00	\$3,030.00	\$3,600.00	\$3,600.00	\$3,030.00	\$3,030.00	\$3,030.00	\$3,030.00
31.	6	EA.	Pickleball Net Post Sets (bases, posts, nets, straps)	\$2,220.00	\$13,320.00	\$2,220.00	\$13,320.00	\$2,220.00	\$13,320.00	\$2,200.00	\$13,200.00
32.	1	L.S.	Basketball Court Surfacing	\$10,555.00	\$10,555.00	\$8,500.00	\$8,500.00	\$10,555.00	\$10,555.00	\$10,555.00	\$10,555.00
33.	1	L.S.	Basketball Court Line Striping	\$1,263.00	\$1,263.00	\$900.00	\$900.00	\$1,263.00	\$1,263.00	\$1,263.00	\$1,263.00
34.	2	EA.	Basketball Hoop (bases, poles, backboards, hoops)	\$5,975.00	\$11,950.00	\$5,975.00	\$11,950.00	\$5,975.00	\$11,950.00	\$5,500.00	\$11,000.00
35.	1	L.S.	Site Electrical & Light Poles	\$79,539.50	\$79,539.50	\$81,500.00	\$81,500.00	\$79,539.50	\$79,539.50	\$85,000.00	\$85,000.00
36.	676	S.F.	Concrete Pavilion Pad, 6-Inch (reinforced)	\$15.65	\$10,579.40	\$15.65	\$10,579.40	\$11.85	\$8,010.60	\$15.65	\$10,579.40
37.	1	L.S.	Concrete Footing for Future Pavilion Structure	\$7,200.00	\$7,200.00	\$9,200.00	\$9,200.00	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00
38.	1	L.S.	Concrete Abutments for Pedestrian Bridge, Including Railing	\$119,725.00	\$119,725.00	\$147,285.00	\$147,285.00	\$116,971.70	\$116,971.70	\$140,000.00	\$140,000.00

BID TABULATION

Project: SCHILDT PARK IMPROVEMENTS
 Owner: Village of Fox Crossing
 Contract No.: F0057-09-21-00572
 Bid Date/Time: March 18, 2026 @ 10:00 a.m., local time
 Project Engineer: Nick Vande Hey, PE

Engineer: McMahon Associates, Inc.
 1445 McMahon Drive | PO Box 1025
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 Green Bay, WI 54313

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

NORTHEAST ASPHALT, INC.
 w6380 Design Drive
 Greenville, WI 54942

39.	1	L.S.	Pre-Manufactured Single Span Bridge (87'), Including Concrete Deck	\$41,671.75	\$41,671.75	\$66,925.00	\$66,925.00	\$13,500.00	\$13,500.00	\$45,000.00	\$45,000.00
40.	9	EA.	Greenspire Linden (2-1/2" caliper)	\$525.00	\$4,725.00	\$507.00	\$4,563.00	\$650.00	\$5,850.00	\$695.00	\$6,255.00
41.	10	EA.	Autumn Blaze Maple (2-1/2" caliper)	\$525.00	\$5,250.00	\$509.00	\$5,090.00	\$650.00	\$6,500.00	\$630.00	\$6,300.00
42.	7	EA.	Skyline Locust (2-1/2" caliper)	\$525.00	\$3,675.00	\$511.00	\$3,577.00	\$650.00	\$4,550.00	\$725.00	\$5,075.00
43.	6	EA.	Red Oak (1-1/2" caliper)	\$470.00	\$2,820.00	\$500.00	\$3,000.00	\$700.00	\$4,200.00	\$600.00	\$3,600.00
44.	6	EA.	Shagbark Hickory (1-1/2" caliper)	\$470.00	\$2,820.00	\$645.00	\$3,870.00	\$700.00	\$4,200.00	\$600.00	\$3,600.00
45.	2	EA.	Black Hills Spruce (4' to 5' height)	\$350.00	\$700.00	\$440.00	\$880.00	\$625.00	\$1,250.00	\$480.00	\$960.00
46.	6	EA.	Colorado Blue Spruce (4' to 5' height)	\$350.00	\$2,100.00	\$440.00	\$2,640.00	\$625.00	\$3,750.00	\$480.00	\$2,880.00
SUB-TOTAL BASE BID (Items 1. through 46., Inclusive)				\$883,742.74		\$1,008,780.21		\$956,723.45		\$941,221.08	

BASE BID | STORMWATER POND IMPROVEMENTS

Item No.	Qty	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
47.	10,212	C.Y.	Common Excavation (Pond)	\$7.00	\$71,484.00	\$7.00	\$71,484.00	\$10.50	\$107,226.00	\$15.00	\$153,180.00
48.	1,514	C.Y.	Rock Excavation (Pond)	\$11.00	\$16,654.00	\$10.00	\$15,140.00	\$7.97	\$12,066.58	\$17.74	\$26,858.36
49.	3,245	S.Y.	Rock Surface Drilling & Blasting (Pond)	\$21.00	\$68,145.00	\$20.00	\$64,900.00	\$0.01	\$32.45	\$32.59	\$105,754.55
50.	3,590	S.Y.	Clay Liner Aggregate Layer	\$2.15	\$7,718.50	\$5.00	\$17,950.00	\$2.24	\$8,041.60	\$5.00	\$17,950.00
51.	3,590	S.Y.	Clay Liner (4' Thick)	\$14.00	\$50,260.00	\$11.00	\$39,490.00	\$40.67	\$146,005.30	\$43.00	\$154,370.00
52.	1	L.S.	Geotechnical Engineer for Clay Liner	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
53.	1	L.S.	Dewatering	\$2,635.00	\$2,635.00	\$31,000.00	\$31,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
54.	777	L.F.	Inner Venting Trench with 6-Inch Perforated Pipe	\$31.00	\$24,087.00	\$25.00	\$19,425.00	\$27.25	\$21,173.25	\$30.00	\$23,310.00
55.	32	L.F.	Connector Venting Trench with 4-Inch Perforated Pipe	\$29.00	\$928.00	\$30.00	\$960.00	\$37.00	\$1,184.00	\$32.00	\$1,024.00
56.	2	EA.	4-Inch Galvanized Vent	\$1,120.00	\$2,240.00	\$1,962.00	\$3,924.00	\$1,164.00	\$2,328.00	\$1,725.00	\$3,450.00
57.	1	EA.	Pond Outlet Structure, Including Trash Racks	\$17,483.00	\$17,483.00	\$18,646.00	\$18,646.00	\$13,783.50	\$13,783.50	\$17,850.00	\$17,850.00
58.	1	EA.	Anti-Seep Collar	\$200.00	\$200.00	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$1,920.00	\$1,920.00
59.	1	L.S.	Flap Gates (3) for Storm Manhole B	\$1,874.00	\$1,874.00	\$3,029.00	\$3,029.00	\$3,230.00	\$3,230.00	\$2,050.00	\$2,050.00
60.	378	S.Y.	Turf Reinforcement Mat WisDOT Class III, Type B	\$12.00	\$4,536.00	\$9.00	\$3,402.00	\$14.19	\$5,363.82	\$3.00	\$1,134.00
61.	378	S.Y.	Erosion Mat WisDOT Class I, Type B	\$1.80	\$680.40	\$1.25	\$472.50	\$1.40	\$529.20	\$1.75	\$661.50
62.	128	L.F.	30 Inch RCP Class III Storm Sewer	\$126.00	\$16,128.00	\$121.00	\$15,488.00	\$142.00	\$18,176.00	\$138.00	\$17,664.00
63.	651	L.F.	19 x 30 Inch HERCP Class III Storm Sewer	\$141.00	\$91,791.00	\$133.00	\$86,583.00	\$165.50	\$107,740.50	\$137.00	\$89,187.00
64.	25	L.F.	24 Inch RCP Class III Storm Sewer	\$107.00	\$2,675.00	\$153.00	\$3,825.00	\$109.50	\$2,737.50	\$155.00	\$3,875.00
65.	66	L.F.	18 Inch RCP Class IV Storm Sewer	\$69.00	\$4,554.00	\$79.00	\$5,214.00	\$87.15	\$5,751.90	\$85.00	\$5,610.00
66.	176	L.F.	15 Inch RCP Class III Storm Sewer	\$60.00	\$10,560.00	\$71.00	\$12,496.00	\$75.75	\$13,332.00	\$60.00	\$10,560.00
67.	34.14	V.F.	Storm Manhole or Inlet Manhole, 60 Inch Diameter	\$948.00	\$32,364.72	\$1,147.00	\$39,158.58	\$1,120.50	\$38,253.87	\$1,225.00	\$41,821.50
68.	4.32	V.F.	Storm Manhole, 48 Inch Diameter	\$1,487.00	\$6,423.84	\$977.00	\$4,220.64	\$2,084.30	\$9,004.18	\$1,200.00	\$5,184.00
69.	1	EA.	30 Inch RCP End Wall with Joint Ties & Trash Guard	\$2,709.00	\$2,709.00	\$4,135.00	\$4,135.00	\$4,390.00	\$4,390.00	\$2,900.00	\$2,900.00
70.	2	EA.	19 x 30 Inch HERCP End Wall with Joint Ties & Trash Guard	\$2,219.00	\$4,438.00	\$2,982.00	\$5,964.00	\$3,174.00	\$6,348.00	\$2,225.00	\$4,450.00
71.	1	EA.	18 Inch RCP End Wall with Joint Ties & Trash Guard	\$1,737.00	\$1,737.00	\$2,335.00	\$2,335.00	\$2,310.00	\$2,310.00	\$1,675.00	\$1,675.00
72.	1	EA.	15 Inch RCP End Wall with Joint Ties & Trash Guard	\$1,536.00	\$1,536.00	\$2,169.00	\$2,169.00	\$2,077.00	\$2,077.00	\$1,575.00	\$1,575.00
73.	348	L.F.	Abandon or Remove Existing Storm Sewer 24-Inch	\$5.00	\$1,740.00	\$20.00	\$6,960.00	\$12.75	\$4,437.00	\$8.25	\$2,871.00

BID TABULATION

Project: SCHILDT PARK IMPROVEMENTS
 Owner: Village of Fox Crossing
 Contract No.: F0057-09-21-00572
 Bid Date/Time: March 18, 2026 @ 10:00 a.m., local time
 Project Engineer: Nick Vande Hey, PE

Engineer: McMahon Associates, Inc.
 1445 McMahon Drive | PO Box 1025
 Neenah, WI 54956 | 54957-1025
 920.751.4200 PH | 920.751.4282 FAX | MCMGRP.COM

				MCC, INC. 2600 N. Roemer Road PO Box 1137 Appleton, WI 54912-1137	ADVANCE CONSTRUCTION, INC. 2141 Woodale Avenue Green Bay, WI 54313	VINTON CONSTRUCTION CO. 1322 33rd Street PO Box 137 Two Rivers, WI 54241	NORTHEAST ASPHALT, INC. w6380 Design Drive Greenville, WI 54942
74.	72	C.Y.	Medium Rip Rap	\$82.67 \$5,952.24	\$60.00 \$4,320.00	\$87.78 \$6,320.16	\$77.00 \$5,544.00
75.	2	C.Y.	Light Rip Rap	\$55.00 \$110.00	\$50.00 \$100.00	\$271.25 \$542.50	\$210.00 \$420.00
76.	2,125	L.F.	Silt Fence	\$2.00 \$4,250.00	\$1.85 \$3,931.25	\$2.60 \$5,525.00	\$2.00 \$4,250.00
77.	542	L.F.	Sediment Log (18")	\$3.25 \$1,761.50	\$7.00 \$3,794.00	\$3.50 \$1,897.00	\$3.00 \$1,626.00
78.	11	EA.	Inlet Protection	\$45.00 \$495.00	\$100.00 \$1,100.00	\$10.00 \$110.00	\$70.00 \$770.00
79.	1	EA.	Trackout Control	\$1,025.00 \$1,025.00	\$1,200.00 \$1,200.00	\$2,000.00 \$2,000.00	\$1,400.00 \$1,400.00
80.	5,089	S.Y.	Erosion Mat WisDOT Class I, Urban Type B	\$1.64 \$8,345.96	\$1.40 \$7,124.60	\$1.50 \$7,633.50	\$2.10 \$10,686.90
81.	6	Acre	Grass Restoration (Grass Seed, Fertilizer & Mulch)	\$5,654.67 \$33,928.02	\$9,000.00 \$54,000.00	\$14,000.00 \$84,000.00	\$6,475.00 \$38,850.00
82.	0.43	Acre	Pond Temporary Stabilization (Temporary Seed & Mulch)	\$5,750.00 \$2,472.50	\$4,600.00 \$1,978.00	\$1,600.00 \$688.00	\$1,850.00 \$795.50
SUB-TOTAL BASE BID (Items 47. through 82., Inclusive)				\$507,921.68	\$563,418.57	\$656,187.81	\$791,227.31
TOTAL BASE BID (Items 1. through 82., Inclusive)				\$1,391,664.42	\$1,572,198.78	\$1,612,911.26	\$1,732,448.39

ALTERNATE BID A

Item No.	Qty	Unit	Description	Unit Price	Total Cost						
A-1	1	L.S.	Clearing and Grubbing, Including Barn Demo	\$16,800.00	\$16,800.00	\$10,000.00	\$10,000.00	\$20,500.00	\$20,500.00	\$14,750.00	\$14,750.00
Bid Security				5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
Addenda Acknowledgement				Yes - #1		Yes - #1		Yes - #1		Yes - #1	

	Subcontractors	Subcontractors	Subcontractors	Subcontractors
<i>Sewer</i>	AG Excavating	N/A	N/A	N/A
<i>Electrical</i>	Bodart Electric	CH Fochs	Bodart Electric	N/A
<i>Athletic Equipment</i>	Century Fence	N/A	N/A	N/A
<i>Bridge</i>	Pheifer Brothers	N/A	Pheifer Brothers	Pheifer Brothers
<i>Landscaping</i>	Pleasant Knoll	N/A	Signature Landscapes	Outdoor Solutions
<i>Blasting</i>	N/A	SX Blasting	N/A	Falcon Drilling
<i>Sealing/Striping</i>	N/A	Athletic Construction	N/A	N/A
<i>Paving</i>	N/A	Northeast Asphalt, Inc.	Northeast Asphalt, Inc.	N/A
<i>Anciliary Concrete</i>	N/A	N/A	Martell Construction, Inc.	N/A
<i>Fence</i>	N/A	N/A	Century Fence	N/A

Quote # QUO-884455-V9G1K1					
Date	2/17/2026	Account Name	All Bidders - Eric Sturm	Reply-To	
Quote #	QUO-884455-V9G1K1	Contact Name	All Bidders - Eric Sturm	Contech Rep.	Eric Sturm
		Phone		Address	6441 Enterprise Lane, Suite 116, Madison, WI, 53719
Project Name	Schildt Park Pedestrian Bridge	Fax		Phone	608-215-3937
Project #	892772	Email	eric.sturm@conteches.com	Fax	
Project City/State	Fox Crossing, WI			Email	Eric.Sturm@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total
	Continental Pedestrian Bridge Length – 87'-0" Long Width – 10'-0" Wide Style – Capstone with underhung floor beam Finish – Self Weathering Steel AASHTO LRFD Design 90 PSF Live Load H-10 (20,000 LB) Vehicle Load Bridge to be designed to accept a 6-inch-thick concrete deck Side Dams and End Dams Included Galvanized Form Decking Included Concrete and steel reinforcing to be supplied and installed by others Steel Toe Rail Nominal 5/4x6 IPE Wood Rub Rail Horizontal Steel Safety Rails Teflon & Stainless-Steel Bearing Pads Steel Cover Plates at both ends of the bridge Bridge to be shipped in Two sections with an approximate total lifting weight = +/- 25,900 LBS	1.00	1.00	\$104,100.00	EA	\$104,100.00
					Total	\$104,100.00
					(Tax not included) Net Total	\$104,100.00

Standard Notes
1.All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.
2.Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.
3.Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
4.In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.
5.One or more of the products quoted herein is nonstandard and not returnable. A down payment equal to 1/3 of the item(s) total is required and must be received prior to commencement of any performance by Contech.
6.Preliminary assembled ship weight information provided herein is approximate and subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
7.Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
8.Prices quoted do not include assembly. Some or substantial assembly is required and is the responsibility of Buyer.
9.Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
10.The fracture toughness requirements and designation of Fracture Critical Member and Main Member designation are understood to be waived for these structures, unless specifically referenced in the bid documents provided to Contech.
11.The material included in this quotation is to be designed and manufactured exclusively for this project, is not subject to cancellation and cannot be returned to stock. See Section 16 of the Contech COS.

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Standard Notes

12.The sale of these materials requires a preconstruction meeting be held that must include Contech and all parties directly involved in the construction process.

13.This quotation expires 30 days from the date shown. Prices are firm for shipment within 120 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

14.Truss or Girder Bridges: Lead time for submittal drawings and calculations is 7-8 weeks from receipt of order and all necessary design information. Submittal lead times are subject to adjustment at time of order based on current Engineering backlog. Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, material availability, and other supply chain issues, fabrication lead time will be communicated upon receipt of approved submittals.

Currently Fabrication lead times are running approximately 22-24 Weeks after receipt of approved drawings and calculations.

Scope Of Work

Continental Pedestrian Truss

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates unless specifically included elsewhere in this proposal.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract unless specifically included elsewhere in this proposal.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION.THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Eric Sturm
Company		(O)	608-215-3937
By		(F)	
Title		(Cell)	
Date		Title	

Quote # QUO-884455-V9G1K1

Contech - CONDITIONS OF SALE

1. ACCEPTANCE. This quotation from Contech Engineered Solutions LLC ("Seller") is an offer to sell to the aforementioned customer ("Buyer"). BUYER'S RIGHT TO ACCEPT THIS OFFER IS LIMITED TO BUYER'S ASSENT TO THE CONDITIONS OF SALE PRINTED HEREON AND THE ATTACHED OR ACCOMPANYING QUOTATION, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS OFFER ARE BINDING ON SELLER. THERE ARE NO UNDERSTANDINGS, TERMS, CONDITIONS OR WARRANTIES NOT FULLY EXPRESSED HEREIN. Buyer's signature to the quotation, direction to manufacture, or acceptance of delivery of the products described in this quotation, shall be deemed an acceptance of these Conditions of Sale. Seller may elect not to manufacture or deliver any product until Buyer returns a signed copy of this quotation.

2. LIMITED WARRANTIES. Seller warrants that it can convey good title to the products sold hereunder and that they are free of liens and encumbrances. Seller also warrants that the products sold hereunder are substantially free from defects in manufacturing and workmanship and shall conform to the specifications described in this quotation for a period of one (1) year from the date of delivery. This limited warranty does not apply to any products sold hereunder which have been modified or disassembled, that have been subjected to misuse, misapplication, neglect, alteration, accident or act of God, or that have been improperly installed, operated or maintained. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR HABITABILITY.

3. LIMITATION OF BUYER'S REMEDIES. Buyer's exclusive remedy under Section 2 shall be limited to requiring Seller, at Seller's option, to repair or replace any defective or non-conforming products or allow credit for the defective or non-conforming products. Seller makes no warranty whatsoever with respect to accessories, goods, or parts furnished by Seller but not manufactured by Seller, which carry only the warranty, if any, in the applicable manufacturer's warranty (if any) to the extent permitted by the terms of such warranty between Seller and such manufacturer.

4. LIMITATION OF LIABILITY. Seller's total cumulative liability in any way arising from or pertaining to any product or service sold or required to be sold hereunder, whether based on contract, warranty, tort (including negligence) or other grounds, shall NOT exceed the purchase price paid by Buyer for such products or services. Neither Seller nor Buyer will be liable to the other, or any third party beneficiary, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or other grounds, for special, consequential, incidental, punitive (if allowed by law) or other indirect damages of any kind, including, but not limited to, loss of data, loss of profits or revenue, loss of use of the products furnished by Seller pursuant to this quotation or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims, or for liquidated damages (delay or otherwise) incurred by such party from any third party.

5. FORCE MAJEURE. In any event and in addition to all other limitations stated herein, Seller shall not be deemed to have failed to comply with any schedule for any delay in delivery or performance, which is caused by (i) any act of God, the performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem. In connection with any such delay, the agreed delivery date(s) or time for performance shall be extended for a period equal to the duration of the delay.

6. PASSAGE OF TITLE AND RISK OF LOSS. Title to the products sold hereunder and risk of loss shall pass upon delivery to the carrier at the point of shipment. Neither Buyer nor the consignee shall have the right to divert or reassign such shipment to any destination other than specified in the bill of lading without permission of Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation.

7. PAYMENTS AND LATE CHARGES ON PAST DUE ACCOUNTS. Buyer represents that Buyer is solvent and can and will pay for the products sold to Buyer in accordance with the terms hereof. If Buyer shall fail to comply with any provision or to make payments in accordance with the terms hereof or any other contract between Buyer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have, terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right, before making any delivery, to require payment in cash or security for payment, and if Buyer fails to comply with such requirement, Seller may terminate this contract. A late charge of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law, if less, will be imposed on all past due accounts, and Buyer is responsible for all costs of collection including, without limitation, reasonable attorneys' fees and court costs.

8. TRANSPORTATION CHARGES. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.

9. CLAIMS BY BUYER. Buyer shall thoroughly inspect products sold hereunder immediately upon receipt to verify conformance with the specifications hereof. Buyer must notify Seller of claims for failure or delay in delivery within 30 days after the scheduled delivery date. Buyer must notify Seller of any claims for nonconforming or defective products within 15 days after the nonconformity or defect was or should have been discovered. In addition, Seller must be given an opportunity to investigate the claim before Buyer modifies, removes or disposes of the product(s), or else Buyer's claim will be barred. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless the Buyer shall have entered full details thereof on its receipt to the carrier.

10. MECHANICAL PROPERTIES; CHEMICAL ANALYSES. Data referring to mechanical properties or chemical analysis are the result of tests performed on specimens obtained from specific locations of the product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the products at other locations.

11. PATENTS. Seller shall indemnify Buyer against attorneys' fees and any damages or costs awarded against Buyer in the event any legal proceeding is brought against Buyer by a third person claiming the product(s) delivered hereunder in itself constitutes an infringement of any U.S. patent, provided Buyer gives Seller prompt notice of any such suit being brought, gives Seller the opportunity to defend any such suit, and cooperates with Seller with respect to any such defense; unless the product is made in accordance with material designs, or specifications required by Buyer, in which case Buyer shall similarly indemnify Seller.

12. PERMISSIBLE VARIATIONS. The products sold hereunder shall be subject to Seller's standard manufacturing and color variations, efflorescence, tolerances and classifications.

13. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only, and Buyer agrees to rely solely on its own architects, engineers and other technical expert.

14. TAXES. No taxes imposed with respect of the sale of the products or services sold hereunder are included in any quotation by Seller. All applicable taxes shall be added and paid by Buyer in addition to the purchase price.

15. BUYER'S RIGHT OF TERMINATION. Buyer may terminate this contract in whole or in part upon notice in writing to Seller. Seller shall thereupon cease work and transfer to Buyer title to all completed and partially completed products and to any raw materials or supplies acquired by Seller especially for the purpose of performing this contract upon Buyer paying Seller the sum of the following:

- (1) the contract price for all products which have been completed prior to termination;
- (2) the cost to Seller of the material or work in process (including engineering work) as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price;

(3) the cost f.o.b. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder.

16. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

17. DELIVERY. Delivery of the products sold hereunder shall be made pursuant to a delivery schedule agreed to by Buyer and Seller. The Buyer hereby agrees to take delivery of the product(s) hereunder within thirty (30) days after notification, oral or written, that the products are ready for shipment. In the event that the Buyer does not arrange to take delivery of the products in accordance herewith, Seller, at Seller's option, may: (a) invoice the Buyer for the products less freight if applicable; store the products in Seller's yard for a period not to exceed sixty (60) days from the date of invoice; charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored products; add any applicable price increases listed on the quotation; charge for any repair work to protective coatings harmed by weathering while such products are being stored; and charge applicable freight when shipment to the Buyer is made. Products remaining in storage after sixty (60) days from the invoice date shall become the property of the Seller for disposition at the Seller's discretion; or (b) cancel the order and invoice the Buyer for cancellation charges, which shall be 25% of the selling price of the products if the products are standard, in-stock material, or the full selling price if the products are special or nonstandard in nature and were especially fabricated for the Buyer.

18. DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of this quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Seller (collectively the "Documentation") are owned by and the property of Seller. Seller shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Buyer agrees to indemnify and hold Seller harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Buyer or any person or entity that acquires or obtains the Documentation from or through Buyer without the written authorization of Seller. Seller shall have no liability to Buyer or others for changes made to the Documentation by Buyer without Seller's prior written approval.

19. PERIOD OF LIMITATIONS. Buyer and Seller agree that any action by Buyer against Seller relating to this contract or the products sold hereunder, including, without limitation, any action for breach of contract or warranty, or otherwise in connection with the products sold under this contract, must be commenced by Buyer against Seller within one (1) year after the cause of action therefore accrues or one (1) year of delivery of the products sold hereunder, if less.

20. CONFLICTING PROVISIONS OFFERED BY BUYER. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any matter whatsoever unless accepted by Seller in writing.

21. SEVERABILITY. In case any provision of this contract shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

22. APPLICABLE LAW. This contract shall be governed by, and construed and enforced in accordance with, the laws of the state of the project site described in the quotation, without regard to conflicts of law provisions. Buyer and Seller agree that venue for any action brought for the breach of or enforcement of this contract will lie in the county of the project site described in the quotation. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS CONTRACT, BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS CONTRACT.

AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §270 MASSAGE AND REFLEXOLOGY

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

Part I. Chapter §270 Massage and Reflexology, is hereby amended to read as follows (amendment in red):

Chapter 270 Massage *Therapy, Bodywork Therapy, and Reflexology*

§270-1 Definitions.

Employee. Any and all persons other than Massage Technicians who render any service for the Licensee and who receive compensation directly from the Licensee but have no physical contact with customers or clients.

Licensee. Any person granted a license under this chapter.

Massage. The manipulation of the soft tissue of the body for therapeutic purposes and may include, but is not limited to, effleurage, petrissage, tapotement, compression, vibration, friction, stroking or kneading, for the purpose of body massage. This may include the use of oil, salt glows, hot and cold packs and other recognized forms of Massage Therapy, Bodywork Therapy, and/or Reflexology.

Massage Establishment. Any building, room, place, or premises used or maintained for the purpose of providing, performing, engaging in, conducting, or permitting Massage Therapy, Bodywork Therapy, and/or Reflexology services.

Massage Technician. A person who holds a current and valid certificate as a Massage Therapist or body worker from the State Department of Regulation and Licensing under Wis. Stats. Chapter 460, and practices within the scope of his or her certificate.

Massage Therapy or Bodywork Therapy. The science and healing art that uses manual actions and adjunctive therapies to palpate and manipulate the soft tissue of the human body in order to improve circulation, reduce tension, relieve soft tissue pain, or increase flexibility. Includes determining whether manual actions and adjunctive therapies are appropriate or contraindicated, or whether a referral to another health care practitioner is appropriate. Does not include making a medical, physical therapy, or chiropractic diagnosis.

Patron. Any person who receives a Massage for the payment of money or other consideration.

Reflexology. A form of Massage that focuses on pressure points on the hands, feet, and/or ears.

Sexual contact. has the meaning given in s. 939.22 (34).

Sexual intercourse. has the meaning given in s. 948.01 (7) (a).

Sexual or Genital Parts. The genitals, pubic area, buttocks, anus or perineum of any person and the vulva and breasts of any female.

§270-12 Permit Massage Establishment License required. No person shall engage in the business of ~~M~~massage Therapy, Bodywork Therapy, and/or ~~R~~reflexology or operate a Massage Establishment in the Village of Fox Crossing and no Massage Establishment may exist without a ~~permit~~ Massage Establishment License obtained from the Village Clerk and payment of the ~~permit~~ license fee. A separate license shall be acquired for each such establishment. The ~~permit~~ license shall in no way be construed to affect existing or future zoning or land use laws, which also must be complied with at all times.

§270-23 Permit Massage Establishment License application. Every person, corporation, partnership, or limited liability company operating or performing any Massage at a Massage Establishment ~~therapy and/or reflexology practice~~ shall apply for a Massage Establishment License ~~permit~~. The applicant must hold a current, valid seller's permit issued by the State of Wisconsin and a current, valid license issued by the Department of Safety and Professional Services and provide such documents upon application. Application shall be made in writing on a form provided by the Village Clerk prior to conducting business within the Village of Fox Crossing. The application shall contain the location, mailing address, and phone number of the proposed Massage Establishment, name and home address of the Licensee ~~therapist~~, name and home address ~~and~~ of the person in charge of the business where Massage Technician(s) ~~therapist~~ will practice, along with any information pertinent to the granting of a license ~~permit~~. The application shall require the applicant to provide information on any previous license denials, revocations, suspensions, and/or nonrenewals elsewhere for a Massage Establishment and the reason(s) for denial, revocation, suspension, and/or nonrenewal. The Licensee ~~therapist~~ agrees to conform to all requirements outlined in the Village of Fox Crossing Municipal Code, including this chapter, and adopted by reference and made a part of this chapter under the provisions of Ch. 460, Wis. Stats.

§270-4 Massage Technician's License required. No person shall engage in the business of Massage Therapy, Bodywork Therapy, and/or Reflexology in the Village of Fox Crossing without certification as required by Ch. 460, Wis. Stats.

§270-5 Permit fees. Fees are as stated in the Village Fee Schedule and are non-refundable. A permit fee for each ~~M~~massage Establishment ~~therapy therapist and reflexology therapist~~ shall be required at time of application. A background check shall be executed by the Village of Fox Crossing Police Department and a yearly inspection of the premises shall be conducted by the Village of Fox Crossing Fire Department. Permit shall be from July 1 to June 30 each year.

§270-6 Issuance or denial of Massage Establishment

Upon receipt of completed license application(s) and payment of fee(s), the Village Clerk will request review from Village Police Department, Fire Department, Community Development Department, Municipal Court, and/or Finance Department for a recommendation to approve or deny the license(s). All licenses included in this Chapter will be approved or denied by the Village Board.

§270-7 Posting licenses.

Licenses issued under this article shall be conspicuously posted at the business location where the Licensee practices. A Licensee who does not post their license as required shall be presumed to be operating without a license.

§270-8 Hours of Operation

No Massage Establishment shall be permitted to remain open for any purpose between the hours of 10:00 p.m. and 8:00 a.m.

§270-9 Regulations of Operation

A. Massage Establishment Operations. Each Massage Establishment shall, at all times, maintain and comply with the following regulations:

- (1) Comply with all state laws and Village ordinances.
- (2) Only Massage Technicians having licenses issued pursuant to Ch. **460**, Wis. Stats. shall be employed as Massage Technicians by the Massage Establishment.
- (3) The practice of all Massage Technicians employed by the Massage Establishment shall be limited to the licensed premises.
- (4) No intoxicating beverages or substances included in Wis. Stat. Ch. 161 shall be permitted in the Massage Establishment.
- (5) Massage Establishment shall provide a waiting area for Patrons separate from any area wherein Massages are given. There shall be direct access to this area from the main entrance or from a hallway connected only to the main entrance.
- (6) Massage Establishment shall permit inspections of the premises at any time during business hours by Village building officials, Fire Department officials, health inspectors, or personnel of any law enforcement agency.
- (7) Massage Establishment shall keep current records of the names and addresses of its Massage Technicians and Employees and the date of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in subsection (6) of this section.
- (8) Massage Establishment shall report any change of fact required on the license application form to the Village Clerk within 10 days of such change.
- (9) Doors on Massage rooms shall not be locked but shall contain an adequate door latch for privacy.
- (10) Entrance doors during business hours shall be open to the public the same as any other business.
- (11) No stuffed or upholstered furniture or beds and mattresses shall be permitted in rooms in which Massage is to be practiced or administered. Rooms shall be equipped with Massage tables having a hard surface impervious to liquids with a width of no more than three feet.
- (12) No person under the age of 18 years shall be permitted on the premises.

(13) Massage Establishments shall at all times be equipped with an adequate supply of clean sanitary towels, coverings and linens. Towels and linens shall not be used on more than one patron. Soiled linens shall be deposited in approved receptacles.

(14) Instruments utilized in performing Massage shall not be used on more than one Patron unless they have first been sterilized, using disinfecting agents or sterilizing equipment approved by the Winnebago County Health Department

(15) Massages shall not be given unless Patrons are wearing clothing or linens fully covering their Sexual or Genital Parts. Where such clothing or linens are furnished by the Massage Establishment, they shall not be used by more than one person unless it has first been laundered and disinfected. Massage Technicians shall be fully clothed in clean opaque clothing.

B. Massage Service Operations. Each person shall at all times comply with the following regulations:

(1) A person shall practice Massage only on the premises of a licensed Massage Establishment.

(2) A person shall Massage only Patrons over the age of 18 years.

(3) No person shall administer a Massage if said person believes, knows, or should know that he or she is not free of any contagious or communicable disease or infection.

(4) No person shall administer a Massage to any Patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption.

(5) It shall be unlawful for any person:

a. In a Massage Establishment to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to Massage a sexual or genital part of any other person.

b. In a Massage Establishment to expose his or her Sexual or Genital Parts, or any portion thereof, to any other person. It shall also be unlawful for any person in a Massage Establishment to expose the Sexual or Genital Parts, or any portion thereof, of any other person.

c. While in the presence of any other person in a Massage Establishment, to fail to conceal with a fully opaque covering, the Sexual or Genital Parts of his or her body.

d. Owning, operating, or managing a Massage Establishment, knowingly, to cause, allow or permit in or about such Massage Establishment any agent, Employee, or any other person under his or her control or supervision to perform such acts prohibited in subsection (5) a. b. or c. of this section.

- e. In a Massage Establishment, for a consideration, to offer to perform or to make available, permit, or in any way participate in the performance of any act prohibited by (5) a. b. or c. of this section.

§ 270-10 Prohibited Conduct Related to Massage Services

- A. It shall be unlawful for any person providing Massage services to Massage, or offer to Massage, the Sexual or Genital Parts of any Patron, for any operator of a Massage Establishment to allow or permit such Massage in such Massage Establishment, or for any Patron to permit such Massage upon his or her body.
- B. No individual providing Massage services or operator of a Massage Establishment shall commit or permit conduct in violation of §§944.30 to 944.34 (prostitution), Wis. Stats.
- C. No individual providing Massage services or operator of a Massage Establishment shall perform or allow to be performed sexual contact or sexual intercourse between those providing Massage services and patrons.

§270-11 Grounds for denial, suspension, revocation or nonrenewal of license(s).

- A. A permit may be denied, suspended for an amount of time ranging from 5 to 30 days, revoked, or nonrenewed for any of the following reasons:
 - (1) Any violation of this chapter.
 - (2) The owner/operator of a Massage Establishment has multiple criminal misdemeanor convictions that relate to Massage Therapy, Bodywork Therapy, and/or Reflexology or has been convicted of a felony that relates to Massage Therapy, Bodywork Therapy, and/or Reflexology operation. This subsection shall not apply to corporations, limited liability companies, or partnerships, but shall apply to all officers, directors of such corporations and members of any such limited liability companies, and partners of any such partnerships.
 - (3) The owner/operator of a Massage Establishment provides incomplete, false, or misleading information on the permit application or in response to questions, if any, submitted by the Village to the owner/operator of a Massage Establishment.
 - (4) Such other relevant facts as the Chief of Police, Fire Chief, or Director of Community Development may discover or deem applicable or necessary in the course of the review of the application of, or complaint against, the owner/operator of a Massage Establishment, such as:
 - (a) Incidence of drug-related arrests or calls for service.
 - (b) Incidence of prostitution-related arrests or calls for service.
 - (c) Excessive number or nature of calls for service.
 - (5) The owner/operator of a Massage Establishment, Massage Technician, or the Massage Establishment itself is noncompliant with any federal law, state law, or Village ordinance.

(6) Good cause, in the discretion of the Village Board, showing that the operation of the Massage Establishment has, is, or will negatively impact the health, safety and/or welfare of its customers, the residents or businesses of the surrounding community, or the Village due to any of the foregoing factors listed above.

B. In processing a complaint for revocation, suspension, or nonrenewal, a representative of the Village Police Department, Fire Department, Finance Department, and/or Community Development Department shall prepare an investigative report that details the circumstances that led to the recommendation for suspension, revocation, or nonrenewal. It may include any or all of the foregoing factors, or following factors that are applicable:

(1) Frequency of violations, arrests, or calls for service;

(2) Seriousness of violations, arrests, or calls for service in relation to the threat or impact upon public health, safety or welfare;

(3) History of the violations, arrests, or calls for service;

(4) Good-faith efforts taken by the owner/operator of a Massage Establishment to correct, reduce and/or alleviate violations, arrests, or calls for service;

(5) Any activity, action or effort taken by the owner/operator of a Massage Establishment to obstruct or interfere with correction of the problem;

(6) The impact of the violations, arrests, or calls for service on the surrounding property and community;

(7) The financial impact to the Village.

§270-12 Appeal process; notice of hearing.

A. Pursuant to §68.16, Wis. Stats., the Village expressly opts out of the administrative review procedures contained in Ch. 68, Wis. Stats., and expressly opts out of Chapter 8 of the Village Code of Ordinances. The Village hereafter provides its own alternative due process procedure for administrative review.

B. If a permit is denied, suspended, revoked, or nonrenewed by the initial decision of the Village Board, the Village Clerk, within 15 days, shall provide the owner/operator of a Massage Establishment a letter stating the reasons for denial, suspension, revocation, or nonrenewal. Said letter shall be delivered in person or sent by certified mail to the owner/operator of a Massage Establishment as identified on the most-recent license application and shall be mailed to the owner's/operator of a Massage Establishment address listed on the most-recent license application. If served by certified mail, service is deemed complete upon mailing.

C. Any owner/operator of a Massage Establishment may appeal the Village Board's initial decision by submitting to the Village Clerk, within 14 days of service of the denial letter, a written letter requesting an appeal. The letter should state in detail the grounds for

requesting reversal of the initial decision of denial, suspension, revocation or nonrenewal, and shall be signed by the owner/operator of a Massage Establishment.

- D.** If an appeal is timely requested, the Village Board shall schedule and hold a hearing. The Village Clerk shall serve the appellant with notice of said hearing by mail or personal service at least 10 days before the date that said hearing is scheduled to occur.
- E.** If an appeal is not timely requested, the initial decision shall become the final decision after 14 days have elapsed from service of the initial decision on the owner/operator of a Massage Establishment.
- F.** In the event of an appeal, the Village Board has the ultimate authority to affirm or reverse the initial decision to deny, suspend, revoke, or nonrenew the license following the hearing (the "final decision").
- G.** Said hearing shall be conducted in accordance with the following:
 - (1)** The Village Board shall serve as an impartial decision maker to oversee the hearing and make any decisions on appeal.
 - (2)** The appellant and the complainant may be represented by an attorney, may present evidence, may call and examine witnesses, and may cross-examine witnesses of the other party. All witnesses shall be sworn by the person conducting the hearing.
 - (3)** The complainant and/or the complainant's designees shall testify under oath in support of his or her recommendation. The appellant, or his or her attorney, may cross-examine the complainant.
 - (4)** The appellant may testify under oath in support of his/her position. The complainant, or his or her attorney, may cross-examine the appellant if the appellant chooses to testify. The complainant may call the appellant adversely if the appellant chooses not to testify on his or her own behalf.
 - (5)** The Village Board may issue subpoenas. The appellant, through his or her attorney, and the complainant, through his or her attorney, may also issue subpoenas to compel the attendance of witnesses or the production of documents. All subpoenas must be in substantially the same form as provided in §805.07(4), Wis. Stats., and must be served in accordance with §805.07(5), Wis. Stats. If any subpoenas are issued, a copy must be sent to all parties and the Village Board at the time of issuance.
 - (6)** Unless extended by order of the Village President, or other presiding member of the Village Board, the complainant, or his or her attorney, and the appellant, or his or her attorney, may provide a ten-minute (or less) closing statement to the Village Board.
 - (7)** The Village Board may make an oral final decision from the bench or may issue a written final decision within 10 days of said hearing.

- (8) The Village President, or other presiding member of the Village Board, shall be in control of said hearing, shall maintain order at all times, and may place reasonable limitations on the parties, including, but not limited to, time limits, limits on the number of witnesses, hearing decorum, and the prohibition of repetitive or irrelevant testimony.
 - (9) The Village President, or other presiding member of the Village Board, or his or her designee, shall take notes of the testimony and shall mark and preserve all exhibits. The Village President, or other presiding member of the Village Board, or his or her designee, may cause the proceedings to be taken by a stenographer or a recording device, the expense of which shall be borne by the Village.
- H.** The party aggrieved by the final decision may appeal the final decision to the Winnebago County Circuit Court by certiorari within 30 days of service of the final decision. Service of the final decision is complete upon the issuance of a final decision from the bench or upon the Clerk mailing a written final decision by certified mail to the owner/operator of a Massage Establishment identified on the most-recent license application at the address contained within the most recent license application.

§270-13 Effective date of decision; posting of notice.

- A.** Upon the earlier of the expiration of the time to appeal an initial decision to deny, suspend, revoke, or nonrenew if no appeal is timely filed; the expiration of the time to appeal a final decision to deny, suspend, revoke, or nonrenew if no appeal is filed; or the issuance of a decision by the Winnebago County Circuit Court on certiorari to deny, revoke, suspend or nonrenew the license, the Chief of Police or his or her designee shall post a copy or copies of the notice of denial, suspension, revocation, or nonrenewal in a prominent location at the Massage Establishment.
- B.** If an appeal is taken as outlined above, the notice described above shall not be posted until such appeal process has concluded. Denial, suspension, revocation, or nonrenewal shall be stayed pending appeal and may then be imposed by the Village Board in accordance with the outcome on appeal.

§270-14 Removal or tampering with posted notice.

A posted notice of revocation, suspension, or nonrenewal of a permit may only be removed by an authorized Village official. Any removal, covering, defacing, altering or tampering by unauthorized persons may be prosecuted as an ordinance violation or as a misdemeanor under §946.72(2), Wis. Stats.

§270-15 Surrender of license following revocation or suspension.

Whenever a license has been revoked, suspended, or is nonrenewed by the Village, the owner/operator of the Massage Establishment for which such license was issued shall surrender such license to the Village Clerk, or his or her designee, immediately following the posting of the notice of revocation, suspension, or nonrenewal. The Massage Establishment shall cease all operations immediately following the posting of the notice of revocation, suspension, or nonrenewal.

§270-16 Violations and penalties; voluntary mitigation.

- A. It is unlawful to operate a Massage Establishment without a valid license or to fail to comply with any of the requirements established by this chapter. Violations of this chapter shall be subject to enforcement by any and all remedies listed in Village of Fox Crossing Municipal Code. Furthermore, this chapter may be enforced by injunctive relief prosecuted through the Circuit Court for Winnebago County in the event the Massage Establishment owner/operator fails to comply with directives to cease operations issued by Village officials declaring the Massage Establishment to be in violation of this chapter.
- B. In addition to the foregoing remedies, any person, firm, corporation, business, owner, operator, lessor, or other entity responsible for compliance who violates any provision of this chapter shall be subject to the civil forfeitures set forth in Chapter A450, Fines and Penalties. This includes, without limitation, operating a Massage Establishment without a license. Each day that a violation occurs or continues constitutes a separate offense. The Village Board may bring action in the name of the Village against the responsible party for such violations, in addition to any other remedy available at law or in equity.
- C. The owner/operator of a Massage Establishment may mitigate penalties authorized herein, and may also mitigate and delay imposition of, or shorten the term of, the suspension, revocation, or nonrenewal pursuant to such conditions as recommended by the Village Police Department and approved by the Village Board.

§270-17 Reissuance of license after suspension, revocation, or nonrenewal.

- A. A license that is suspended shall not be reissued until the term of suspension has expired, which shall be a minimum of five days and a maximum of 30 days, unless the period of suspension is either delayed or shortened by the Village Board due to voluntary mitigation action by the owner/operator of a Massage Establishment and such mitigation action is approved by the Village Board.
- B. A license that is revoked shall not be reissued for a period of one year from the date of such revocation unless the period of revocation is either delayed or shortened by the Village Board due to voluntary mitigation action by the owner/operator of a Massage Establishment and such mitigation action is approved by the Village Board.
- C. A license that is nonrenewed shall not be reissued for a period of one year from the date of such nonrenewal unless the period of nonrenewal is either delayed or shortened by the Village Board due to voluntary mitigation action by the owner/operator of a Massage Establishment and such mitigation action is approved by the Village Board.
- D. If there is a transfer or sale of the Massage Establishment or the real estate on which the Massage Establishment is operated and at that time the license is either under suspension, revocation, or nonrenewal, the license may not be reissued if the following apply:
 - (1) The new owner/operator is related to the former owner/operator by blood, adoption, or marriage, or common ownership or control.

- (2) The new owner/operator held a business or financial interest in the previous permitted Massage Establishment, real estate at which the Massage Establishment is operated, or equipment utilized by the Massage Establishment.
- (3) The former owner/operator retains a business or financial interest in the Massage Establishment or real estate at which the Massage Establishment is operated or equipment used by the Massage Establishment.
- (4) The new owner's/operator's acquisition of the Massage Establishment did not involve an arm's-length transaction consisting of an open-market sale in which the former owner/operator is willing, but not obligated, to sell and the new owner/operator is willing, but not obligated, to buy.

§270-18 Exemptions.

The provisions of this chapter shall not apply to the following:

- A. Hospitals, nursing homes, sanitariums or other health care facilities licensed under the state, and physicians, surgeons, chiropractors, osteopaths, acupuncturists, or physical therapists licensed or registered to practice their respective professions under the laws of the state, or nurses registered under the laws of the state acting under their direction and control.
- B. Barbor shops and beauty parlors, and barbers, beauticians, and cosmetologists licensed under the laws of the state, provided that such Massage, as is practiced, is limited to head and scalp.
- C. Coaches and trainers of accredited high schools and colleges while acting within the scope of their employment.
- D. Trainers of any amateur, semiprofessional or professional athlete or athletic team.

~~§270-19 Conditional use permit Prohibition in Residential Properties. A conditional use permit must be obtained if the massage/reflexology therapist performs treatments in his/her home. If he/she performs treatments in his/her client's residence, a conditional use permit is not needed. No Massage Establishment license may be granted for a property zoned residential.~~

~~§270-5 Violations and penalties. Failure to obtain a Massage and/or reflexology therapist permit shall be assessed a penalty set forth in Chapter A450, Fines and Penalties, reference this Code section, per day.~~

§270-20 Severability. If any provision of this chapter is deemed invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the other provisions of the same.

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 23, 2026

Date Adopted: _____

Requested by: Tim Callan, Police Chief & Chantel M. Jaenke, Village Clerk

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

ORD #260323-2:ORD *First Reading*

AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §A450 FINES & PENALTIES

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

Part I. Chapter §A450 Fines & Penalties is hereby amended, as shown in Attachment 1.

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

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

Date Introduced: March 23, 2026

Date Adopted: _____

Requested by: Chantel M. Jaenke, Village Clerk

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

Chapter A450

Fines and Penalties

§ A450-1. Schedule of Fines.

Section	Penalty	Fine	State Statute
Chapter 270, Massage Therapy, Bodywork Therapy, and Reflexology			
§ 270- 5 16	Massage and/or reflexology; penalty- failure to obtain permit, per day Failure to Obtain a Massage Establishment License, per day.	\$10 to \$200 \$100 to \$500	
§270-16	All Other Violations of Chapter §270, per day.	\$500 to \$1,000	

RES #260323-4

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:

Gina Marasca – Approved

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees recommends the above applicants recommended for approval be approved, pending payment, successful background checks, and completion of a state-approved alcohol awareness training program, for the licensing period beginning July 1, 2024 - June 30, 2026.

Adopted this 23rd day of March, 2026

Requested by: Tim Callan, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260323-5

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,038,501.38

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

Pending:		
General Fund	\$	76,048.61
Special Revenue Fund	\$	84,530.15
Debt Fund	\$	-
Capital Projects Fund	\$	74,480.34
Water Fund	\$	32,264.34
Sewer Fund	\$	16,274.27
Stormwater Fund	\$	16,149.28
Trust & Agency Fund	\$	2,000.65
Special Processed Payments	\$	736,753.74
Total:	\$	<u>1,038,501.38</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 23rd day of March, 2026.

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

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: March 17, 2026
 For Village Board Meeting of: March 23, 2026

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$76,048.61
Special Revenue Funds	\$84,530.15
Debt Fund	\$0.00
Capital Projects Fund	\$74,480.34
Water Fund	\$32,264.34
Sewer Fund	\$16,274.27
Stormwater Fund	\$16,149.28
Trust & Agency Fund	<u>\$2,000.65</u>
 Total Bills for	 March 23, 2026
	<u><u>\$301,747.64</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE	DEPT. /PURPOSE	AMOUNT
	Village Specials	3/4-3/17/2026	\$167,825.16
		See Attached Listing	
ACH	Employee Benefits Corp	3/2-3/17/2026	\$4,392.39
ACH	TVRP	3/5-3/17/2026	\$30.00
ACH	Elavon	3/10/2026	\$263.72
ACH	PayTrac	3/10/2026	\$231.09
ACH	WDC	3/17/2026	\$9,720.30
ACH	North Shore	3/17/2026	\$1,300.00
ACH	ETF	3/17/2026	\$184,140.82
ACH	WI Retirement	3/17/2026	\$96,565.70
ACH	Paymentus	3/17/2026	\$7,056.06
56379	Payroll	3/12/2026	\$589.02
ACH	Payroll	3/12/2026	\$188,997.67
ACH	Payroll	3/12/2026	\$75,641.81
		Taxes	<u>\$75,641.81</u>
Total Special Processed Payments			<u><u>\$736,753.74</u></u>
 GRAND TOTAL			 <u><u>\$1,038,501.38</u></u>