

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, April 20, 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 Ceremonial Oath of Office of Newly Elected Officials – Village Clerk Chantel Jaenke
 - b) Tree City USA Award Presentation – Director of Parks & Recreation Amanda Geiser
3. **Minutes to Approve/ Minutes and Correspondence to Receive**

Minutes to Approve

Minutes and Correspondence to Receive

 - a) Park Commission Meeting Minutes – March 11, 2026
 - b) Planning Commission Meeting Minutes – March 18, 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 sign-up sheet.**
5. **Discussion Items**
6. **Unfinished Business**
7. **New Business- Resolutions/Ordinances/Policies**
 - a) 260420-1 Certified Survey Map – Vacant Parcel #12102300202 Located on West American Drive
 - b) 260420-2 Award Bid – Palisades Storm Sewer Extension Project
 - c) 260420-3 Award Proposal – Village of Fox Crossing Ordinance Chapter §435 Zoning Update Project
 - d) 260420-4 Appointment of Representative to the Fox West Regional Sewerage Commission
 - e) 260420-5 Reappointment of Planning Commission Member – Maury Cox
 - f) 260420-6 Reappointment of Planning Commission Member – Thomas Young
 - g) 260420-7 Reappointment of Planning Commission Member – Michael Scheibe
 - h) 260420-8 Reappoint Community Development Director George Dearborn to the Fox Cities Room Tax Commission
 - i) 260420-9 2026 Village of Fox Crossing Arbor Week Celebration
 - j) 260406-1:ORD Amend Fox Crossing Municipal Code Chapter §372.9 for Waste Management, Responsibilities of Owners or Designated Agents of Exempt Multifamily Dwellings and/or Nonresidential Facilities *Second Reading & Adoption*
 - k) 260420-10 Authorization for Direct Purchase of Concrete Culvert for the Butte Des Morts Beach Road Culvert Replacement Project
 - l) 260420-11 Operator License Applicants
 - m) 260420-12 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.
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.



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

March 11 , 2026

Park Commissioners Present: Kathy Sylvester, Jordyn Kurer, Suneer Patel (Virtual), Jean Wollerman, Jill Rasmussen
Excused: Jim Beson, Matt Werner
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 Sylvester 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 February 11, 2026, regular meeting minutes. Commissioner Kurer motioned to accept the minutes, seconded by Commissioner Rasmussen. Motion carried. The expenditures were reviewed and accepted.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

- A. 2025 Year-In-Review:** Director Geiser reviewed the 2025 Year-In-Review report. It was noted that this report is a comprehensive document that details everything that happened in the department in 2025. Commissioners were pleased with the document and everything that was accomplished throughout the year. The report was also shared with Village Board members and will be uploaded to the website.
- B. CORP Update Proposals:** The Commission reviewed and compiled the proposal scoring for consultant services related to the 2027–2031 Comprehensive Outdoor Recreation Plan (CORP) update. Commissioners discussed the strengths and weaknesses of each submission and compared individual scoring to reach a general consensus on the rankings. Following the discussion and review of the compiled scores, Ayres was identified as the top choice among Commission members to complete the CORP update.

REPORTS

- A. Park Report:** Accepted as written.
- B. Recreation Report:** Accepted as written.
- C. Director Report:** Accepted as given.
- D. Commissioner Reports:**
 - **Commissioner Wollerman:** Reported there is a water shut off valve that is sticking up and may have been damaged by the plows on the Cold Spring Trail. There is also a property with a sump pump hose that appears to be discharging directly on to the Cold Spring Trail.
 - **Commissioner Beson:** Excused
 - **Commissioner Kurer:** No report
 - **Commissioner Patel:** No report
 - **Commissioner Rasmussen:** No report
 - **Commissioner Sylvester:** No report
 - **Commissioner Werner:** Excused

OLD BUSINESS

- None

NEW BUSINESS

- A. Selection of CORP Update Consultant:** *Commissioner Wollerman made a motion to recommend Ayres lead the update process of the 2027-2031 CORP in the amount of \$20,000. Commissioner Kurer seconded.*

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

- B. Fritsch Park Use Request – Amber Herzfeldt:** *Commissioner Wollerman made a motion to approve the August 22, 2026 Fritsch Park use request made by Amber Herzfeldt, so long as the noted conditions are followed. Commissioner Rasmussen seconded.*

Amber Herzfeldt has requested to use Fritsch Park for a craft fair at Fritsch Park on August 22, 2026. Ms. Herzfeldt has previously used the park for a similar event. Director Geiser reminded commissioners that this use of Fritsch Park would not only be charged the normal pavilion rental fee, but the Event Fee will also apply.

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

CORRESPONDENCE

- **Letter to Editor:** A recent Post-Crescent Letter to the Editor thanking local communities, including Fox Crossing, for plowing the trails in winter was shared with Commission members.

ADJOURNMENT

Commissioner Kurer motioned, seconded by Commissioner Rasmussen, to adjourn the Park Commission meeting at 7:05PM. Motion carried unanimously.

The next Commission meeting is scheduled for April 8, 2026, at the Municipal Complex, 2000 Municipal Drive, Neenah at 6:00PM.

Sincerely,



Kathy Sylvester
Vice-Chairperson - Village of Fox Crossing Park Commission

VILLAGE OF FOX CROSSING
PLANNING COMMISSION MEETING
Municipal Complex – Arden Tews Assembly Room
Wednesday, March 18, 2026
at 5:15 PM
Minutes

CALL TO ORDER

The Planning Commission meeting was called to order by Chairperson Jochman at 5:20 p.m.

PRESENT: Chairperson: Mr. Dennis Jochman
Commissioners: Mr. Morris Cox
Mr. Michael Scheibe
Mr. Tom Young

EXCUSED: Mr. Michael Prince
Mr. Thomas Willecke
Ms. Tracy Romzek

Staff: Community Development Director George Dearborn
Associate Planner Daniel Dieck
Village Manager Jeff Sturgell
Director of Public Works Joe Hoechst

Others: 3 others present

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES – January 21, 2026

MOTION: Mr. Cox, seconded by Mr. Scheibe to approve the meeting minutes of January 21, 2026, as presented.

Motion carried 3-0-1(Mr. Young)

PUBLIC HEARING

NONE

OLD BUSINESS

NONE

NEW BUSINESS

1. MS4 Annual Report

The Commission received an overview of the annual MS4 (Municipal Separate Storm Sewer System) report. Public Works Director Joe Hoechst presented key updates and described ongoing stormwater compliance activities.

Highlights included:

- **Continued partnership with the Northeast Wisconsin Stormwater Consortium**, including public education and involvement initiatives such as the Fox River cleanup.

- **Illicit Discharge Detection and Elimination (IDDE):** Outfall inspections were conducted during the summer and fall. No suspected illicit discharges were identified. Where active flow is present, required field testing may include parameters such as ammonia, chlorine, copper, and detergents.
- **Construction site observations:** Several active construction sites were discussed, including Golf Bridge Apartments, Copperstone (Clayton Avenue), and Fox Creek Apartments (Shady Lane/Clayton Avenue). Two sites were noted as having erosion controls in good condition; one site was identified as needing improvements, and staff indicated follow-up with the developer.
- **Winter operations:** Salt usage was reported as slightly higher than previous years; staff stated that road treatment is done as efficiently as possible to help minimize impacts to waterways.
- **Leaf collection note:** A special loose-leaf pickup week was discussed for the week of April 6, 2026, due to snowfall occurring before the fall collection program could be completed. Timing may depend on snowmelt conditions.

A question was raised regarding the environmental impacts of brine. Mr. Hoechst stated brine is saltwater and can reduce overall salt usage (approximately 30% of normal salt usage was referenced) and is used most effectively for pretreatment before snowfall.

2. **Certified Survey Map (CSM) – Josh Berman – 1150 Valley Road – Parcels 1210971, 1210972, 1210973, 1210982, 1210983, 1210984**

The Commission reviewed a Certified Survey Map request to combine **six parcels** into a single lot for potential future expansion of an existing bar and grill operation.

MOTION: Mr. Cox, seconded by Mr. Scheibe to approve 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: 4-0-0

3. **Certified Survey Map (CSM) – McGlone Real Estate Properties, LLC – 1700 West American Drive – Parcel 12102300202**

Mr. Dearborn referenced prior stormwater and drainage issues in the surrounding area and stated that a revised stormwater plan had recently been submitted, but engineers had not yet had the opportunity to review the revisions. He recommended postponement to allow time for stormwater plan review due to the sensitivity of the area and previous drainage problems nearby.

Project representatives, Mr. Kelly Sperl, architect and Mr. Joel Erfurth, civil engineer

Questioned why the CSM was being delayed, noting stormwater review is typically part of later site plan review and indicating that revised materials had been submitted for engineering review.

The Commissioner's and staff discussed access planning and the importance of documenting shared access arrangements. Public Works Director Hoechst recommended that the CSM include an **ingress/egress easement** to support shared drive access between lots.

Staff noted concern about how future development of additional lots could affect stormwater management and expressed a preference for coordinated solutions where feasible.

MOTION: Mr. Cox, seconded by Mr. Scheibe to postpone action on this item until the next Planning Commission meeting date of April 15, 2026. Motion carried 4-0-0

OTHER BUSINESS

Development Activity Report

Director Dearborn reported the following:

- Year-to-date permits issued: **3 single-family permits**.
- No commercial, duplex, or multi-family permits were reported at the time of the update.
- Staff noted several projects are pending and anticipated additional activity in coming months.

COMMUNICATIONS

Sustainability Committee

Director Dearborn provided an update on Sustainability Committee activities, including:

- An upcoming **E-Recycling event** scheduled for **Saturday, April 18, 2026**.
- Discussion of a procurement policy update at the Village Board level.
- Continued high interest in community garden plots, with **no plots currently available** and a waiting list maintained.
- Updates discussed related to Schildt Park and a planned detention pond component.
- Continued discussion regarding additional LED streetlight conversions in the future.

PUBLIC FORUM

Mr. Cox raised a procedural suggestion to include formal “approval of the agenda” on future Planning Commission agendas to help prevent ordering issues. Commission members and staff discussed the role of posted agendas, noting that while items generally cannot be added after posting, the order of items may be adjusted during meetings as needed. No formal action was taken.

ADJOURN

At 6:10 p.m., **MOTION:** Mr. Cox, seconded by Mr. Scheibe to adjourn. Motion carried 4-0-0

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.

RES #260420-1

CERTIFIED SURVEY MAP – VACANT PARCEL #12102300202 LOCATED ON WEST AMERICAN DRIVE

WHEREAS, the applicant requests approval of a Certified Survey Map (CSM) to divide vacant parcel #12102300202 located on West American Drive into three (3) parcels; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their April 15, 2026 meeting and recommended approval of the Certified Survey Map with the following conditions:

1. A drainage plan with stormwater detention, treatment, and erosion control shall be reviewed and approved prior to the approval of a site plan.
2. A note shall be included on the CSM stating, “Any development may be subject to local numerical and peak flow stormwater requirements”.
3. A future access to both Ethan Way and Cottagewood Drive needs to be available. The CSM needs to include an easement for both public roads and an easement between lots 1 and 2, and lots 2 and 3 to limit access to West American Drive; and any trail crossings by driveways shall meet requirements of the Village’s Parks and Recreation Department.
4. A site plan review shall be completed following approval of this CSM prior to any new construction.
5. All taxes and assessments shall be paid prior to the Village affixing signatures on the Certified Survey Map.
6. The applicant shall provide the Village with a final copy of the recorded CSM.

Planning Commission: 6 Aye 0 Nay 1 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 20th day of April, 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: April 8, 2026
To: Village Planning Commission Members
From: Community Development Department Staff
RE: Old Business Item 1 – Certified Survey Map – 3 lot CSM for KOM

Overview

This Certified Survey Map (CSM) for KOM that creates 3 lots for future commercial use was postponed from last month's meeting to address drainage issues. The developer is proposing an office building on lot 3 and intends to sell the other two lots. There are several issues that need to be addressed in this proposed CSM. CSMs may be subject to the following reviews if needed. They can include a suitability review which includes inadequate drainage, adverse soil or rock formation, unfavorable topography or any other feature likely to be harmful to the health, safety or welfare of the future residents of the proposed subdivision, minor land division or of the Village. No land shall be subdivided for residential, commercial, industrial, or institutional use which is determined to be unsuitable for the proposed use by the Planning Commission or Village Board for reasons of flooding.

Some of the lots to the north of this development have had flooding issues that required the filling of some of the basements. The Village engineers believe that much of that is attributable to high ground water. Our Village engineers feel that with proper design; a stormwater system can work on this site and thus will be suitable for the proposed use.

It is also important to note that both Ethan Way and Cottagewood Drive are adjacent to this development and may be used as access in the future. Also, an easement may be needed for future shared driveways to minimize the number of driveways accessing West American Drive as these driveways will need to cross the bike-pedestrian trail on West American Drive.

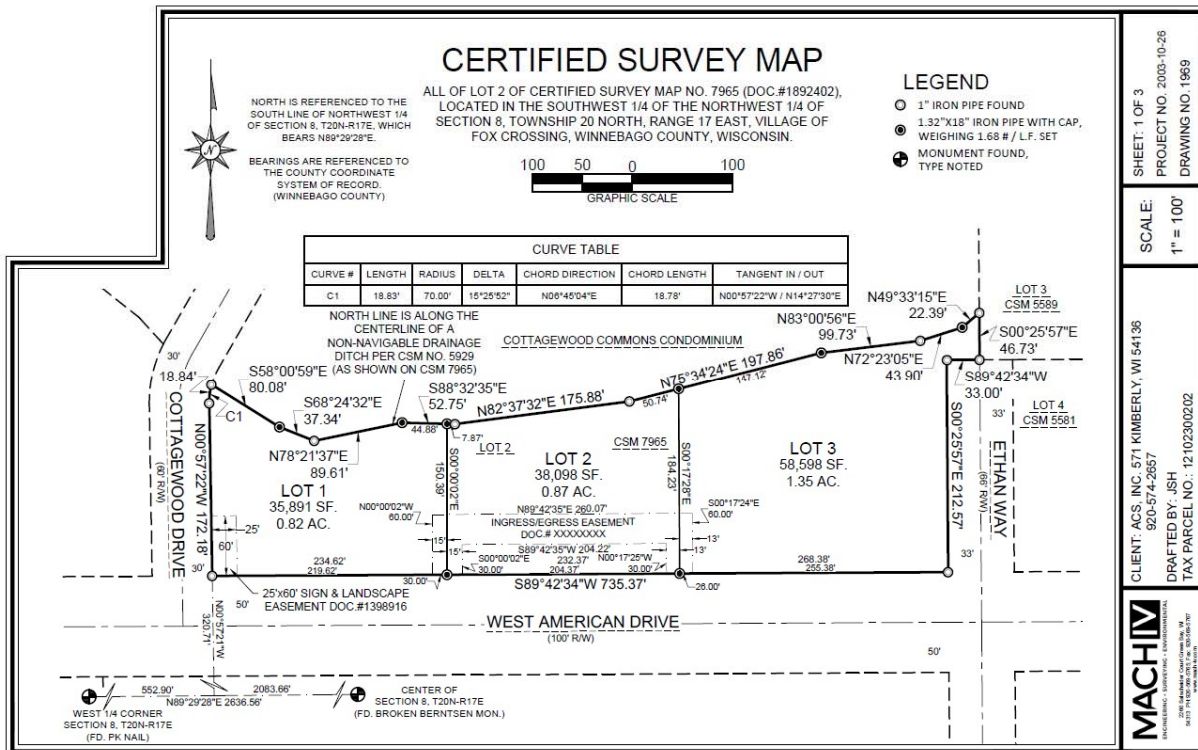
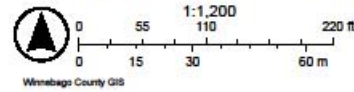
A location map and CSM proposal are attached below:

Fox Crossing GIS Map



2/20/2026, 11:00:31 AM

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



Staff Recommendation

Staff recommend conditional approval of this CSM if the following issues are addressed:

1. A drainage plan with stormwater detention, treatment and erosion control shall be reviewed and approved prior to the approval of a site plan.
2. A note shall be included in the CSM stating, "Any development may be subject to local numerical and peak flow stormwater requirements".
3. A future access to both Ethan Way and Cottagewood Drive needs to be available in the future. The CSM needs to include an easement for both public roads and an easement between lots 1 and 2 and 2 and 3 needs to be provided to limit access to West American Drive and any trail crossings by driveways shall meet requirements of the Village Parks and Recreation Department
4. A Site plan review shall be completed following approval of this CSM prior to any new construction.
5. All taxes are paid prior to recording.
6. A copy of the recorded CSM shall be provided to the Village.

RES #260420-2

AWARD BID – PALISADES STORM SEWER EXTENSION PROJECT

WHEREAS, on April 14, 2026, sealed bids for the Palisades Storm Sewer Extension Project were due in the office of the Street Department by 10:00 a.m., at which time they were publicly opened and read; and

WHEREAS, five (5) bids were received: (bid tabulation enclosed);

<u>Contractor</u>	<u>Base Bid</u>
Vinton Construction Co.	\$ 113,694.74
Advanced Construction, Inc.	\$ 119,391.50
DeGroot, Inc.	\$ 122,677.35
Alfson Excavating LLC	\$ 123,595.00
Carl Bowers & Sons Construction	\$ 170,975.00

WHEREAS, it is the recommendation of Engineer Lee Reibold and Public Works Director Joe Hoechst to award the Base Bid to the lowest responsible bidder, Vinton Construction Co., in the amount of \$113,694.74, with final quantity adjustments made by change order to reflect actual quantities.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Bid for the Palisades Storm Sewer Extension Project to the lowest responsible bidder, **Vinton Construction Co., 1322 33rd Street, Two Rivers, Wisconsin** for the total amount of **\$113,694.74**.

Adopted this 20th day of April, 2026

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



April 14, 2026

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

Re: Fox Crossing Utilities
Palisades Lane Storm Sewer Extension
Letter of Recommendation
McM. No. F0057-09-26-00184

Dear Joe:

On April 14, 2026, bids were received for the Palisades Lane Storm Sewer Extension project. Five bids were received, ranging in price from \$113,694.74 to \$170,975.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0057-09-26-00184 to the low bidder, Vinton Construction Co., in the amount of \$113,694.74.

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

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

Respectfully,

McMahon Associates, Inc.

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

Zachary R. Laabs
Municipal & Civil Engineer

ZRL:car

Enclosures: Notice of Award
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

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

Contract No. F0057-09-26-00185

Project: PALISADES LANE STORM SEWER EXTENSION
For The
FOX CROSSING UTILITIES
Village of Fox Crossing | Winnebago County, Wisconsin

You are notified that your Bid, dated April 14, 2026, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Palisades Lane Storm Sewer Extension for the Fox Crossing Utilities, Village of Fox Crossing, Winnebago County, Wisconsin.

The Contract Price of your Contract is One Hundred Thirteen Thousand Six Hundred Ninety-Four & 74/100 Dollars (\$113,694.74).

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

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

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

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

FOX CROSSING UTILITIES
Village of Fox Crossing | Winnebago County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

OWNER: VILLAGE OF FOX CROSSING | FOX CROSSING UTILITIES
Project Name: Palisade Lane Storm Sewer Extension
Contract No.: F0057-09-26-00184
Bid Date/Time: April 14, 2026 @ 11:00 a.m., local time
Project Manager: Zach Laabs

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

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

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

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

ALFSON EXCAVATING LLC
 416 N County Road J
 Reedsville, WI 54230

CARL BOWERS & SONS CONST.
 N1844 Maloney Road
 Kaukauna, WI 54130

BASE BID | STORM SEWER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	280	L.F.	36 Inch Storm Sewer	\$107.77	\$30,175.60	\$185.50	\$51,940.00	\$124.95	\$34,986.00	\$143.00	\$40,040.00	\$245.00	\$68,600.00		
2.	30	L.F.	18 Inch Storm Sewer	\$78.39	\$2,351.70	\$108.00	\$3,240.00	\$92.70	\$2,781.00	\$117.00	\$3,510.00	\$140.00	\$4,200.00		
3.	150	L.F.	Granular Backfill	\$66.26	\$9,939.00	\$0.01	\$1.50	\$72.72	\$10,908.00	\$50.00	\$7,500.00	\$100.00	\$15,000.00		
4.	31	V.F.	60 Inch Diameter Storm Sewer Catch Basin with Casting	\$1,075.86	\$33,351.66	\$966.00	\$29,946.00	\$1,092.80	\$33,876.80	\$1,100.00	\$34,100.00	\$950.00	\$29,450.00		
5.	3	Ea.	18 Inch Storm Sewer Plug	\$201.60	\$604.80	\$180.00	\$540.00	\$212.10	\$636.30	\$800.00	\$2,400.00	\$500.00	\$1,500.00		
6.	1	L.S.	Sawcut and Connect to Existing Storm Manhole 29C	\$379.50	\$379.50	\$2,000.00	\$2,000.00	\$5,555.00	\$5,555.00	\$3,400.00	\$3,400.00	\$2,500.00	\$2,500.00		
7.	1	L.S.	Connect to Existing 12 Inch PVC Storm Sewer	\$592.88	\$592.88	\$1,324.00	\$1,324.00	\$2,525.00	\$2,525.00	\$580.00	\$580.00	\$1,000.00	\$1,000.00		
SUB-TOTAL (Items 1. through 7., Inclusive)					\$77,395.14		\$88,991.50		\$91,268.10		\$91,530.00		\$122,250.00		

BASE BID | MISCELLANEOUS/RESTORATION

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
8.	1	L.S.	Mobilization, Bonding, Insurance	\$17,000.00	\$17,000.00	\$13,100.00	\$13,100.00	\$10,100.00	\$10,100.00	\$14,000.00	\$14,000.00	\$30,000.00	\$30,000.00		
9.	1	L.S.	Traffic Control	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,525.00	\$2,525.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00		
10.	3	Ea.	Inlet Protection	\$150.00	\$450.00	\$125.00	\$375.00	\$126.25	\$378.75	\$80.00	\$240.00	\$100.00	\$300.00		
11.	30	ID	Tree Removal	\$16.67	\$500.10	\$50.00	\$1,500.00	\$121.20	\$3,636.00	\$70.00	\$2,100.00	\$100.00	\$3,000.00		
12.	350	S.Y.	2-1/4 Inch HMA Pavement, Lower Layer (3 LT 58-28 S)	\$32.99	\$11,546.50	\$30.50	\$10,675.00	\$32.35	\$11,322.50	\$30.50	\$10,675.00	\$30.50	\$10,675.00		
13.	100	S.Y.	Asphalt Driveway, 3 Inch (4 LT 58-28 S)	\$63.03	\$6,303.00	\$32.50	\$3,250.00	\$34.47	\$3,447.00	\$32.50	\$3,250.00	\$32.50	\$3,250.00		
SUB-TOTAL (Items 8. through 13., Inclusive)					\$36,299.60		\$30,400.00		\$31,409.25		\$32,065.00		\$48,725.00		
TOTAL (Items 1. through 13., Inclusive)					\$113,694.74		\$119,391.50		\$122,677.35		\$123,595.00		\$170,975.00		

SUPPLEMENTAL BID A | PALISADES PARK STORM SEWER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	1	L.S.	Mobilization, Bonding, Insurance	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$4,545.00	\$4,545.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00		
A-2	355	L.F.	12 Inch Storm Sewer	\$44.32	\$15,733.60	\$58.00	\$20,590.00	\$68.23	\$24,221.65	\$45.00	\$15,975.00	\$110.00	\$39,050.00		
A-3	40	L.F.	Granular Backfill	\$19.54	\$781.60	\$0.01	\$0.40	\$30.30	\$1,212.00	\$12.50	\$500.00	\$25.00	\$1,000.00		
A-4	9.55	V.F.	24 Inch Diameter Storm Yard Drain	\$750.76	\$7,169.76	\$512.00	\$4,889.60	\$912.77	\$8,716.95	\$500.00	\$4,775.00	\$450.00	\$4,297.50		
A-5	3	Ea.	Inlet Protection	\$150.00	\$450.00	\$125.00	\$375.00	\$151.50	\$454.50	\$80.00	\$240.00	\$100.00	\$300.00		
A-6	80	S.Y.	3 Inch HMA Pavement Restoration, 4 LT 58-28 S	\$83.07	\$6,645.60	\$55.50	\$4,440.00	\$55.68	\$4,454.40	\$52.50	\$4,200.00	\$52.50	\$4,200.00		
TOTAL (Items A-1 through A-6, Inclusive)					\$36,280.56		\$35,295.00		\$43,604.50		\$28,690.00		\$53,847.50		

Bid Security 5% Bid Bond 5% Bid Bond 5% Bid Bond 5% Bid Bond 5% Bid Bond

Subcontractor Asphalt Northeast Asphalt, Inc. Subcontractor MCC, Inc. Subcontractor MCC, Inc. Subcontractor MCC, Inc. Subcontractor MCC, Inc.

RES #260420-3

**AWARD PROPOSAL – VILLAGE OF FOX CROSSING ORDINANCE CHAPTER §435
ZONING UPDATE PROJECT**

WHEREAS, the Village received four (4) proposals for the Village of Fox Crossing Ordinance Chapter §435 Zoning Update Project as follows:

McKenna, Grand Rapids, MI	\$71,490
RDg Planning & Design, Des Moines, IA	\$72,450
MSA Professional Services, Inc., Appleton, WI	\$75,000
CiviTek Consulting (with Graef), Lake Mills, WI	\$75,000

; and

WHEREAS, it is the recommendation Community Development Director George Dearborn to award the proposal to MSA Professional Services, Inc., in the amount of \$75,000.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the proposal for the Village of Fox Crossing Ordinance Chapter §435 Zoning Update project to **MSA Professional Services, Inc., 2901 E. Enterprise Avenue, Suite 500, Appleton, Wisconsin**, for the total amount of **\$75,000**.

Adopted this 20th day of April, 2026

Requested by: George Dearborn, Director of Community Development

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



Professional Services Agreement

MSA Project Number: 10967009

This AGREEMENT (Agreement) is made effective 04/06/2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Stephen Tremlett

Email: stremlett@msa-ps.com

VILLAGE OF FOX CROSSING, WI (OWNER)

Address: 2000 Municipal Drive, Neenah, WI 54956

Phone: 920 720-7105

Representative: George L. Dearborn, Jr.

Email: GDearborn@foxcrossingwi.gov

Project Name: Fox Crossing Zoning Code Rewrite

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 4/20/2026
Approximate Completion Date: 4/30/2027

The lump sum fee for the work is: \$75,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF FOX CROSSING, WI

MSA PROFESSIONAL SERVICES, INC.

Dale A. Youngquist

Village President

Date: _____

Stephen Tremlett

Planning Team Leader

Date: 4/06/2026

OWNER ATTEST: (optional)

George L. Dearborn, Jr.

Director of Community Development

Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING) (rev 11/25)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

PHASE 1: EXISTING CONDITIONS REVIEW

Task 1.1. Kickoff Meeting & Roles Definition: We will begin with a structured (virtual) kickoff meeting involving Village staff to confirm project communication protocols, clarify roles and responsibilities, identify available data resources, and validate expectations for collaboration throughout the project. This includes coordination with staff on meeting scheduling and access to records, GIS data, and past applications.

Task 1.2. Comprehensive Plan & Related Policy Review: We will synthesize information from relevant plans and policy documents to identify major themes, goals, and regulatory implications that should inform the new code.

Task 1.3. Historical Permit and Variance Request Review: The Village intern will collect historical permits and variance data (up to the last five years) to provide a clearer understanding of patterns of hardship, alignment issues with the built form, administrative burden, and recurring interpretations or workarounds. MSA will review the summary provided by the Village.

Task 1.4. Review of Current Zoning Approval Processes: We will review the existing zoning review and approval process, identifying potential bottlenecks and other inefficiencies.

Task 1.5. Public Engagement: MSA will provide the following public engagement tools in Phase 1:

- **Project Webpage/Story Map (to be updated at every phase of the project)**
- **Visual Preference Survey**
- **Engagement Materials**
- **Public Event 1:** An Open-house workshop to introduce the project and identify opportunities to address code-and review-related issues.

Task 1.6. Meetings and Management: Phase 1 meetings and management activities shall include the following:

- **Check-in:** monthly check-ins with Village Staff.
- **Plan Commission Meeting 1:** Review of Technical Memo 1 and discuss key issues and opportunities.

Phase 1 Deliverables

- **Technical Memo 1:** Summary of the policy review, regulatory analysis, permit trends, and zoning process improvement considerations. Summary shall also include results of Public Event 1 and Visual Preference Survey.
- **Project Webpage/Story Map.**

PHASE 2: CODE DIAGNOSIS AND DIRECTION SETTING

In this phase, our work centers on diagnosing the structure and function of Fox Crossing's zoning regulations, identifying conflicts, outdated provisions, and areas that contribute unnecessary development review delays. The goal of Phase 2 is to establish a well-defined direction for the new code so that subsequent drafting is aligned, efficient, and supported by consensus among project partners.

Task 2.1. Diagnose: We will review current zoning code to identify outdated provisions and opportunities to improve clarity and usability. This will include assessing compliance with Wisconsin State Statutes and relevant court rulings such as requirements for content-neutral sign regulations. The review will also identify ways to strengthen legal standing, simplify procedures, and better support contemporary development patterns.

Task 2.2. Specific Code Approaches: Using insights from Phase 1 and the diagnostic review, we will identify options for appropriate regulatory changes.

Task 2.3 Annotated Outline: We will prepare an annotated outline that defines the proposed structure, organization, terminology, and usability of the new code. The outline will allow Village staff and stakeholders to review and refine the direction before drafting and will summarize the intended purpose and content of each zoning district, use standard, development regulation, procedure, and sign provision.

Task 2.4. Public Engagement: MSA will provide the following public engagement tools in Phase 2:

- **Pop-Up Event Booth:** Hold a pop-up booth at a local Village event. (NOTE: This task is included with the additional funds not required to provide Historic CUP/Variance Review provided by intern).

Task 2.5. Meetings and Management: Phase 2 meetings and management activities shall include the following:

- **Check-in:** monthly check-ins with Village Staff.
- **Planning Commission Meeting 2:** Review of Technical Memo 2 and 3 and agreement on direction of Annotated Outline.

Phase 2 Deliverables

- **Technical Memo 2:** Summary of key issues and opportunities for code improvements.
- **Technical Memo 3:** Annotated outline and recommendations that define the structure and direction of the new zoning code.

PHASE 3: CODIFY AND ADOPT

Phase 3 focuses on developing the full draft zoning code, preparing it for refinement, public review, and formal adoption. This phase transitions the project from analysis and direction-setting to the creation of a complete, user-friendly regulatory document that reflects the Village's goals.

Task 3.1. Draft Zoning Code: We will prepare a complete draft of the updated zoning regulations based on the approved annotated outline and the priorities established in earlier phases. Many of these key standards will be displayed in the draft in an easy to understand tabular or graphical format.

Task 3.2. Draft Code Refinement and Presentations: Staff and Planning Commission will have opportunities to review and provide edits incrementally as sections of code are drafted. Following this incremental process, MSA will assemble the entire code and provide opportunities for the public and Planning Commission to review and provide comment on the entirety of the draft zoning code.

Task 3.3. Final Code and Adoption: A final draft of the zoning code will be prepared incorporating feedback from staff, policymakers, advisory bodies, and the public. Once the final draft is complete, the adoption process will move through the required statutory steps, beginning with a formal public hearing before the Planning Commission. Following the hearing, the Planning Commission will consider a motion to recommend approval to the Village Board, which will then take final action on adoption.

Task 3.4. Public Engagement: MSA will provide the following public engagement tools in Phase 3:

- **Public Event 2:** An open-house format event to gather feedback on the draft plan.

Task 3.5. Meetings and Management: Phase 3 meetings and management activities shall include the following:

- **Check-in:** monthly check-ins with Village Staff.
- **Draft Review:** Village staff and the Planning Commission will receive, via email, draft sections of the code to review incrementally, allowing for a continuous feedback loop and greater efficiency in the review process. Village staff will be expected to compile comments received and submit them to MSA for their incorporation.

- **Planning Commission Meeting 3:** Review of the full consolidated draft and public reaction. Planning Commission will have the opportunity to recommend any final edits before moving the ordinance into the adoption process.
- **Adoption Process:**
 - Planning Commission Public Hearing and recommendation to the Village Board to adopt.
 - Village Board adoption (**in-person**).

RES #260420-4

**APPOINTMENT OF REPRESENTATIVE TO THE FOX WEST REGIONAL
SEWERAGE COMMISSION**

WHEREAS, pursuant to the Fox West Regional Sewerage Commission, Article II – Creation and Powers and Duties of Commission, section (a)(ii), representation by three (3) Village of Fox Crossing Board members on the Fox West Regional Sewerage Commission (previously known as Grand Chute-Menasha West Sewerage Commission) is required; and

WHEREAS, Trustee #1 Michael Van Dyke’s term serving as a Village of Fox Crossing representative to the Fox West Regional Sewerage Commission expires on April 21, 2026; and

WHEREAS, at the April 20, 2026 Board meeting, the Village President will take nominations from the Board to appoint a successor member to the Fox West Regional Sewerage Commission.

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby appoints _____ to represent the Village of Fox Crossing on the Fox West Regional Sewerage Commission for a term beginning April 21, 2026, and ending with expiration of his or her term of office, in accordance with the Fox West Regional Sewerage Commission, Article II(b).

Adopted this 20th day of April, 2026

Requested by: Chantel M. Jaenke, Village Clerk

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260420-5

REAPPOINTMENT OF PLANNING COMMISSION MEMBER – MORRIS COX

WHEREAS, the term for Village of Fox Crossing Planning Commission member Maury Cox ends on April 30, 2026; and

WHEREAS, the Village President has recommended the reappointment of Maury Cox to the Planning Commission for a three-year term, beginning May 1, 2026 and ending April 30, 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 reappointment of Maury Cox to the Planning Commission for a three-year term, beginning May 1, 2026 and ending April 30, 2029.

Adopted this 20th day of April, 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 #260420-6

REAPPOINTMENT OF PLANNING COMMISSION MEMBER – THOMAS YOUNG

WHEREAS, the term for Village of Fox Crossing Planning Commission member Thomas Young ends on April 30, 2026; and

WHEREAS, the Village President has recommended the reappointment of Thomas Young to the Planning Commission for a three-year term, beginning May 1, 2026 and ending April 30, 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 reappointment of Thomas Young to the Planning Commission for a three-year term, beginning May 1, 2026 and ending April 30, 2029.

Adopted this 20th day of April, 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 #260420-7

REAPPOINTMENT OF PLANNING COMMISSION MEMBER – MICHAEL SCHEIBE

WHEREAS, the term for Village of Fox Crossing Planning Commission member Michael Scheibe ends on April 30, 2026; and

WHEREAS, the Village President has recommended the reappointment of Michael Scheibe to the Planning Commission for a three-year term, beginning May 1, 2026 and ending April 30, 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 reappointment of Michael Scheibe to the Planning Commission for a three-year term, beginning May 1, 2026 and ending April 30, 2029.

Adopted this 20th day of April, 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 #260420-8

REAPPOINT COMMUNITY DEVELOPMENT DIRECTOR GEORGE DEARBORN TO THE FOX CITIES ROOM TAX COMMISSION

WHEREAS, the Village of Fox Crossing is a member of the Fox Cities Room Tax Commission, which was created in 2001 to address the room tax and bond financing of the Fox Cities Performing Arts Center; and

WHEREAS, the Room Tax Commission and Tourism Zone Agreement was amended and restated in 2015, by all participating municipalities; and

WHEREAS, the Village of Fox Crossing has one (1) seat on this commission; and

WHEREAS, paragraph 10(b) of the Room Tax Commission and Tourism Zone Agreement states that members of the Fox Cities Room Tax Commission shall be appointed by the principal elected official in the municipality and shall be confirmed by a majority vote of the members of the municipality's governing body, who are present when the vote is taken; and

WHEREAS, Community Development Director Dearborn currently serves as the Village's representative to the Room Tax Commission with a term expiring May 31, 2026.

WHEREAS, Village President Dale Youngquist hereby nominates Community Development Director Dearborn, to be reappointed for a one (1) year term beginning June 1, 2026 through May 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that George Dearborn, Director of Community Development for the Village of Fox Crossing, is hereby reappointed to the Fox Cities Room Tax Commission, to represent the Village for a one (1) year term beginning June 1, 2026 and ending May 31, 2027.

Adopted this 20th day of April, 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 #260420-9

2026 VILLAGE OF FOX CROSSING ARBOR WEEK CELEBRATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture, that a special day be set aside for the planting of trees; and

WHEREAS, the holiday - called Arbor Day - was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, it has been proven that trees: reduce the erosion of topsoil by wind and water, reduce the amount of water needed for lawns, lower heating and cooling costs, moderate temperatures, clean the air, produce oxygen and provide wildlife habitat; and

WHEREAS, it has been proven that trees increase property values, enhance the economic vitality of business areas and beautify our community.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees has established the week of April 20, 2026 as the Village of Fox Crossing's Arbor Week Celebration.

BE IT FURTHER RESOLVED by the Village of Fox Crossing Board of Trustees that the Parks and Recreation Department will observe Arbor Day with a tree planting celebration on Thursday, April 23, 2026.

Adopted this 20th day of April, 2026

Requested by: Amanda Geiser, Director of Parks & Recreation

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

ORD #260406-1 *Second Reading & Adoption*

AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §372.9 FOR WASTE MANAGEMENT, RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF EXEMPT MULTIFAMILY DWELLINGS AND/OR NONRESIDENTIAL FACILITIES

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

Part I. Chapter §372 Waste Management, is hereby amended to read as follows (amendment in red):

Chapter §172 Waste Management

Article I Solid Waste

§ 372-1. Purpose.

- A. The purpose of this article is to establish regulations for the disposal of solid waste in the Village of Fox Crossing and to comply with mandatory recycling legislation and implementing regulations enacted by the State of Wisconsin, including Ch. 287, Wis. Stats., as may be amended from time to time.
- B. In concurrence with this article, the Village of Fox Crossing has established specific rules and guidelines regarding solid waste disposal in the Village of Fox Crossing Solid Waste Collection Policy (policy).
- C. To the extent permitted by law, this article is intended to serve as a municipal waste flow control ordinance in conjunction with program activities of Winnebago County and its Solid Waste Management Board and the State of Wisconsin. This article may be amended from time to time as determined by the Village Board.

§ 372-2. Definitions.

The following definitions shall apply:

COMMINGLED RECYCLABLES — All recyclable waste placed in one cart.

CURBSIDE COLLECTION — The collection of solid waste, recyclable waste and yard waste at the curb, roadside or alley.

EXEMPT UNIT — A multiple-family residential dwelling of five units or more or any licensed mobile home park that has been approved by the Village Board for an exemption from Village refuse hauling.

HAZARDOUS WASTE — Waste which may pose a substantial hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

OVERSIZE ITEMS — Solid waste items that will not fit within the garbage or recyclables cart as specified in the policy.

SINGLE STREAM RECYCLING — The collection of all commingled recyclable materials.

SOLID WASTE — All garbage, rubbish, recyclable material, yard waste and all other discarded or salvageable solid materials.

VILLAGE — The Village of Fox Crossing and/or its designated agent.

YARD WASTE — Leaves, yard and garden debris, twigs, sticks, stumps, roots or shrubs with intact root balls, including clean woody vegetative material.

§ 372-3. Collection of solid waste.

- A. The Village of Fox Crossing has established a policy as may be amended from time to time. Said policy shall be made available by contacting the Street Department or Village Clerk or visiting the Village's website.
- B. If solid waste is not prepared according to the provisions of this article and as outlined in

the policy, the hauler shall place a violation tag on these carts and collection will occur on the resident's next scheduled collection day once the condition is remedied and in compliance with this article and the policy.

- (1) Commercial/industrial waste and construction/demolition waste. This waste shall be collected by private contract of the owner in such manner and frequency as needed to protect the public safety and welfare of the Village of Fox Crossing, but not less than weekly.
- (2) Domestic waste. Domestic waste (garbage) shall be collected by the Village from all residences on a weekly basis, provided such waste is properly handled, prepared, contained, stored and located in conformance with this article and the policy.
 - (1) Special pickup items. White goods with and without refrigerants, microwave ovens, furniture, automobile tires and other items shall be collected curbside only after special arrangements have been made by the resident with the Village refuse hauling contractor. Separate charges will apply.
 - (2) Lead acid batteries. There shall be no collection and/or disposal of lead acid batteries by the Village of Fox Crossing.
 - (3) Recyclable waste. Recyclable waste shall be collected on a biweekly basis on the same day that domestic waste is collected. Acceptable recyclable waste is listed in the policy.
 - (4) Waste oil. Disposal of acceptable waste oil shall be permitted for Village residents only at the Village-designated collection site as referenced in the policy.
 - (5) Yard waste.
 - (a) Yard waste collection shall be from all nonexempt residential units in the Village of Fox Crossing. Any exempt unit or business which produces yard waste shall be responsible for the proper disposal of the yard waste in conformity with this article.
 - (b) Yard waste shall be collected as set forth in the policy. Grass clippings shall not be collected.
 - (c) The Village of Fox Crossing Street Department shall administer a separate chipping program and policy for the collection of branches and brush up to six inches in diameter. The policy will be established by the Street Superintendent on an annual basis and shall have the full force and effect as provided by this article. This policy entitled, "Tree and Brush Chipping Program and Policy" shall be posted annually in the Village's newsletter as well as posted on the Village's website.
 - (d) Disposal or dumping of yard waste on any public premises or road right-of-way or upon any private lands not in compliance with this article or the policy is hereby prohibited and subject to the penalties of this article.

§ 372-4. Composting.

Backyard composting of yard wastes is encouraged. However, such an activity must be operated to prevent a nuisance condition, unsightly mess or an environmental or health hazard. General guidelines published by the Wisconsin Department of Natural Resources shall be followed. No dairy products, meat, fish, fat, oils, bones or animal wastes shall be composted.

§ 372-5. Christmas trees.

Christmas trees shall be picked up as agreed upon in the Village's solid waste contract.

§ 372-6. Restrictions and prohibitions.

- A. Anti-scavenging. It shall be unlawful for any person other than authorized Village employees or persons having written authorization by the Village Manager to go through, sort or take anything from any solid waste or recyclables that have been set out in bags, cans, or other approved containers for the purpose of being picked up by Village's refuse/recycling hauler.
- B. Dumping. No person, firm or corporation owning land, leasing it or having any interest therein whatsoever which is located in the Village of Fox Crossing shall dump or allow to be dumped any solid waste material (excluding animal waste used as a fertilizer) or waste liquids of any kind on his/ her property or on any property which is located in the Village of Fox Crossing, unless express permission has been granted by the owner, in writing, and when the dumping complies with all federal, state and local restrictions.
- C. Village landfill. No individual, person, firm, or corporation shall use or dispose of any solid waste or yard waste materials in the former Village of Fox Crossing landfill site.
- D. Littering prohibited. No person shall throw, place, distribute or deposit any solid waste or yard waste in any street, alley, public place, or private property within the limits of the Village of Fox Crossing, Winnebago County, Wisconsin, except in proper containers for disposal and collection as described herein.
- E. Load limitations. No person shall operate a vehicle on a Village road or other road in the Village of Fox Crossing unless such vehicle is so constructed, loaded and covered or secured as to prevent its contents from dropping, shifting, leaking or otherwise escaping.
- F. Nonresident refuse disposal. No person residing outside the Village limits shall bring into the Village for disposal or collection any solid waste, yard waste, waste oil, tires, oversized items, as defined herein, or any banned landfill materials.
- G. Nuisance. No person shall permit any solid waste, recyclable waste, yard waste or other substance tending to create a nuisance to be thrown out or distributed on or about their premises, including adjacent property, streets, alleys, lakes or streams within the Village. When it has been determined that a property owner's or resident's solid waste or other substance becomes a nuisance to adjoining property owners, including Village streets, by being scattered, the Director of Community Development, or his/her designee, shall require the owner of the facility to provide an adequate enclosure, including fencing, to prevent solid waste or other substances from being blown or scattered to adjoining properties and the Village streets.
- H. Private dump site. No private dump site shall be allowed in the Village of Fox Crossing.
- I. Recyclable materials separated for recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste facility any of the materials defined in the policy as "recyclable waste" which have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.
- J. Municipal dumpsters. It shall be unlawful for any person other than authorized Village employees or persons having written authorization by the Village Manager, or his/her designated employee, to dump any solid waste material or waste liquids of any kind into dumpsters located at Village of Fox Crossing municipal facilities, to include but not limited to, the Municipal Complex, Community Center, fire stations, utility office, water plants, lift stations, wastewater department shop, and parks. [Added 5-23-2022 by Ord. No. 220509-2]

§ 372-7. Exemptions from Village refuse hauling.

- A. Multiple-family residential units of five units or more and licensed mobile home parks

may be exempted from the Village assessment for refuse hauling service.

- B. For any multiple-family residential dwelling of five units or more or any licensed mobile home park that is seeking to become exempt from Village refuse hauling, the exemption from service must be applied for on or before November 1 for the exemption to become applicable for the following year. The granting of the exemption shall be done solely by the Village Board and shall be at the discretion of the Village Board.
 - (1) Multiple-family dwellings of five units or more shall be considered for exemption if they meet the following criteria:
 - (a) There are five units or more contained within a single structure, or a structure in which five units or more are permanently attached to each other.
 - (b) The person, partnership or corporation applying for the exemption owns all of the units within the structure, or in the alternative, all of the owners of all of the units within the structure apply for the exemption as a single entity.
 - (2) Mobile homes located in mobile home parks licensed by the Village may be considered for exemption if they meet the following criteria:
 - (a) The person, partnership or corporation holding the mobile home park license applies for the exemption.
 - (b) The owners of all of the mobile home units agree that all of the mobile home units located within the park are to be exempted from the collection service.
- C. The Village Board reserves the right to revoke the exemption when, in its discretion, a person or persons being granted the exemption have failed to properly manage and supervise the proper collection of refuse from the exempt unit, or for any other reason the Village Board deems appropriate.
- D. Any and all exempt units shall continue to be exempt each year, unless revoked by the Village Board, and these exempt units shall not be required to reapply for exemption each year.

§ 372-8. Exempt units.

All units which are exempt from solid waste and recycling collection and disposal must comply with the regulations set forth in this article. Exempt units must contract independently for the collection and disposal of their solid waste, recyclables, yard waste and other waste.

§ 372-9. Responsibilities of owners or designated agents of exempt multifamily dwellings and/or nonresidential facilities.

- A. Owners or designated agents of multiple-family dwellings ~~and/or nonresidential facilities and properties~~ shall do all of the following to recycle the materials defined in the policy as recyclable waste:
 - ~~A. Provide adequate, separate carts for the recyclable waste.~~
 - ~~B. Provide for the collection of the recyclable materials.~~
 - ~~C. Notify, in writing, at least semiannually, all users, tenants, and occupants of the properties about the established recycling program.~~
 - ~~D. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected and how to prepare materials in order to meet the collection requirements.~~
 - (1) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - (a) The minimum total volume of recycling container space is equal to 20 gallons

- per week per dwelling unit.
- (b) The ratio of trash container volume to recycling container volume is at most 2:1.
- (c) An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
- (2) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
- (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
- (4) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- B. The requirements specified in (A) do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in the policy from solid waste in as pure a form as is technically feasible.

§ 372-9.5. Responsibilities of owners or designated agents of non-residential facilities and properties.

- A. Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in the policy:
 - (1) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
 - (2) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (4) Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- B. The requirements specified in (A) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in the policy from solid waste in as pure a form as is technically feasible.

§ 372-10. Designated solid waste collection fund.

- A. A separate designated accounting fund will be established for solid waste purposes.
- B. The charges for refuse collection shall be determined annually on a per-dwelling-unit basis by the Village Board, based on anticipated costs and revenues for the following year.
- C. Payment for the regular collection of solid waste shall be placed on each year's tax roll.
- D. Other solid waste revenues will be collected when incurred.
- E. Newly constructed dwelling units or any new residential customers of solid waste collection services shall be invoiced on a prorated basis using the per-dwelling-unit fee

for the balance of the calendar year for which service is to be rendered, after which the provisions stated above shall apply.

- F. The service start date will be the date a certificate of use and occupancy is issued by the Building Official.

§ 372-11. Violations and penalties.

- A. For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employee or representative of the Village of Fox Crossing may inspect recyclable waste separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee, or authorized representative of the Village of Fox Crossing who requests access for purposes of inspection and who presents credentials. No person may in any way interfere with such an inspection.
- B. Any person who violates a provision of this article will be issued a citation by a Village of Fox Crossing police officer. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same incident. Proceeding under any other ordinance or law relating to the same incident shall not preclude the issuance of a citation under this subsection.
- C. Each violation and each day a violation continues or occurs shall constitute a separate offense. Penalties for violating this article shall be as follows:
- (1) Any person, firm, corporation or any other entity who shall violate any provision of § 372-3 shall, upon conviction thereof, be subject to a forfeiture set forth in Chapter A450, Fines and Penalties, reference this Code section, and as follows:
 - (a) First violation: penalty, together with the cost of prosecution.
 - (b) Second violation: penalty, together with the cost of prosecution.
 - (c) Third or subsequent violation: penalty, together with the cost of prosecution.
 - (d) In default of any forfeiture amount described above, the person in default shall be imprisoned in the county jail until said forfeiture and costs are paid, but not exceeding 90 days.
 - (2) Any person, firm, corporation or entity who violates any other provision of this article (excluding § 372-3) shall, upon conviction thereof, forfeit an amount set forth in Chapter A450, Fines and Penalties, reference this Code section, for each violation, together with the cost of prosecution, and, in default of payment thereof, shall be imprisoned in the county jail until said forfeiture and costs are paid, but not exceeding 90 days.

§ 372-12. Severability.

If any provision of this article is invalid or unconstitutional, or if the application of this article to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this article, which can be given effect without the invalid or unconstitutional provision or its application.

Article II Hazardous Waste

§ 372-13. Definitions.

The following definition shall apply:

HAZARDOUS WASTE — All waste defined as "hazardous waste" pursuant to all regulations, administrative codes, rules, or statutes of the State of Wisconsin.

§ 372-14. Purpose.

The purpose of this article is to further the maintenance of safe and healthful conditions, prevent and control pollution, protect the environment, and promote the public health, welfare, safety, convenience and interests of the residents of the Village of Fox Crossing, Winnebago County, State of Wisconsin, by establishing standards covering hazardous waste in the Village of Fox Crossing, Winnebago County, Wisconsin. This hazardous waste article may be amended from time to time as determined by the Village of Fox Crossing Board of Trustees.

§ 372-15. Hazardous waste from outside Village.

No person, firm, corporation, partnership, business or any entity shall dump, dispose, store, or locate, on either a temporary or permanent basis, any hazardous waste from outside the Village of Fox Crossing upon any location or property within the Village of Fox Crossing. However, a hazardous waste may be temporarily stored or located in the Village of Fox Crossing for industrial reuse or recycling purposes.

§ 372-16. Permit required for disposal of hazardous waste from inside Village.

No person, firm, corporation, partnership, business or any entity shall dump, dispose, store, or locate, on either a temporary or permanent basis, any hazardous waste from inside the Village of Fox Crossing upon any location or property within the Village of Fox Crossing, except upon permits issued by the Village Board of the Village of Fox Crossing, Winnebago County, Wisconsin, and in conformity with the provisions set forth herein. This policy of issuance of permits and the procedure thereof for disposal of hazardous waste from within the Village of Fox Crossing shall be as set forth in the Village of Fox Crossing Hazardous Waste Permit Disposal Policy on file with the Village Planner's office, which said policy is incorporated at length as if set forth herein, and which said policy shall be established and amended from time to time by the Village Board by resolution. In addition, a hazardous waste may be temporarily stored or located in the Village of Fox Crossing for industrial reuse or recycling purposes.

§ 372-17. Use of landfill site.

No person, firm, corporation, partnership, business or any entity shall use or dispose of any hazardous waste in the former Village of Fox Crossing landfill site.

§ 372-18. Collection and transportation of hazardous waste.

- A. Hazardous waste shall be collected and transported by private contract (a licensed contractor) of the owner. This waste shall be collected and transported in such manner and frequency, as is needed to protect the public safety and welfare of the Village of Fox Crossing. The Village of Fox Crossing shall not provide for nor arrange to provide for, by contract or otherwise, any services for collection, removal, or transportation of hazardous waste in the Village of Fox Crossing.
- B. All hazardous waste transported upon any Village of Fox Crossing road shall comply with all laws, rules, administrative codes, and regulations of the State of Wisconsin and/or State of Wisconsin Department of Natural Resources, and all federal laws.

§ 372-19. Exemptions.

- A. All statutes, administrative rules, and regulations of the State of Wisconsin/State of Wisconsin Department of Natural Resources concerning materials which are excluded from regulation as hazardous waste are incorporated herein at length by reference and made a part of this article.
- B. This article shall not prohibit the industrial reuse or recycling of a hazardous waste, provided such reuse or recycling process complies with all federal and/or state laws.

§ 372-20. Severability.

If any provision of this article is invalid or unconstitutional, or if the application of this article to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this article, which can be given effect without the invalid or unconstitutional provision or its application.

§ 372-21. Violations and penalties.

Any person, firm, corporation, partnership, business, or any entity which shall violate any provision of this article shall, upon conviction thereof, forfeit an amount set forth in Chapter A450, Fines and Penalties, reference this Code section, together with the costs of prosecution, and, in default of payment thereof, shall be imprisoned in the county jail until said forfeiture and costs are paid, but not exceeding 90 days. Each violation and each day a violation continues or occurs shall constitute a separate offense.

Date Introduced: April 6, 2026

Date Adopted: _____

Requested by: Jeffrey Sturgell, Village Manager

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260420-10

AUTHORIZATION FOR DIRECT PURCHASE OF A CONCRETE CULVERT FOR THE BUTTE DES MORTS BEACH ROAD CULVERT REPLACEMENT PROJECT

WHEREAS, the existing 75 foot corrugated metal culvert located approximately 360 feet south of Stroebe Road is failing and needs to be replaced; and

WHEREAS, Superintendent Bauer and Director Hoechst request to replace the culvert with a concrete culvert within the next couple of months for the integrity of the road and the safety of the travelers on the road; and

WHEREAS, the Village has received a quote from County Materials Corporation in the amount of \$36,288.20 for the direct purchase of the concrete culvert; and

WHEREAS, Superintendent Bauer and Director Hoechst recommend approval of the direct purchase of the concrete culvert from County Materials Corporation in the amount of \$36,288.20, with the installation of the culvert to be determined through the competitive bidding process.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby authorize the direct purchase of a concrete culvert for the Butte Des Morts Beach Road Culvert Replacement Project from **County Materials Corporation, 2448 Century Road, Green Bay, Wisconsin**, in the amount of **\$36,288.20**, with the installation of the culvert to be determined through the competitive bidding process.

Adopted this 20th day of April, 2026

Requested by: Joe Hoechst, Public Works Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk



GREEN BAY PIPE

2448 CENTURY ROAD
GREEN BAY, WI 54303

Phone: (920)494-3436

www.countymaterials.com

Quotation

Date: 4/15/2026	Bid Date: 4/17/2026	Time: 05:00 PM	Project: 089-0240-26	Revision: 0
Bid To: VILLAGE OF FOX CROSSING	Project Name: Village of Fox Crossing - Street Repair			
Buyer: Brian Bauer	Project Address:			
Phone:	City/State/County: Neenah, WI, Winnebago 54956			
Email: Bbauer@foxcrossingwi.gov	Memo: Adeq - Phone			
Quoted By: Jesse Boyd			Cell: (715)680-0703	
Email: Jesse.Boyd@countymaterials.com				

Description	UOM	Qty	Unit Price	Extension
ROUND PIPE (AVAILABLE IN 8' LENGTHS ONLY)				
60" RCP CL3	LF	72.00	\$385.60	\$27,763.20
	Net Price			\$27,763.20
ROUND END SECTIONS				
60" RCP FLARED END SECTION 1-F, 1-M	EA	2.00	\$3,662.50	\$7,325.00
3/4" JOINT TIE GALVANIZED	EA	20.00	\$60.00	\$1,200.00
LAST 3 JOINTS TIED / ENDWALL (PLEASE VERIFY IF DIFFERENT)				
	Net Price			\$8,525.00
	Total Net Price			\$36,288.20

Subject to all applicable taxes. Please provide the sales tax exempt certificate with your acceptance of this quotation, when applicable. Product will not be shipped if tax exempt certificate is not received for a tax exempt project.

Quantities indicated are estimates only. Buyer is responsible for verification of quoted quantities, sizes, classes of material and conformance with applicable specification(s). Unless specifically noted on quotation, pricing excludes joint testing, admixtures, coatings, tie bolts, gaskets, and televised inspection.

Freight: FOB Jobsite for full loads; truck near as possible to jobsite under own power. Buyer to unload.

A minimum drop charge may apply on less than full truckload quantities.

All returns are subject to a 30% restocking charge. Return Freight charges will also be applied. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

In instances where pipe class is not designed or shown on the project plans, as is customary standard of care in the industry, the pipe class quoted is the Seller's interpretation of DOT standards. Approval of the necessary pipe class is required on the the shop drawing.

By acceptance, the buyer agrees they will purchase ALL items enumerated herein from CMC in such quantities as are required to complete this project.

This bid also is contingent upon successful negotiations of the terms and conditions of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor / Buyer.

Payment Terms: This bid is subject to establishing an account or acceptable credit with the Company. All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate of 1-1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof. No other contract will be signed unless this quotation and its terms and conditions are made a part thereof. If this is not a quotation, If Buyer fails to sign, the terms and conditions of this document shall become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

Standard terms and conditions www.countymaterials.com

REV: 07/25/2025

Pipe Terms

DESIGN AND INSTALLATION OF PRODUCT. Supplied Product does not include inspection, testing (not regularly conducted by Seller), installation, unloading, field work, or other product or service unless expressly contained in this Agreement or otherwise agreed to in writing by both parties. All requests for inspections or tests not regularly conducted by Seller must be made by separate written agreement between the parties. Seller is not responsible for and disclaims any and all responsibilities or liabilities related to the work of Buyer or any third party, including but not limited to earthwork, footings or foundation work, or masonry. Seller shall bear no responsibility for site conditions, potential ground movement or soil settlement, design, assembly, or construction means or methods, it being understood that Seller's sole responsibility is to furnish, subject to the terms and conditions hereof, the Product described in this Agreement. Products not listed are specifically excluded. Damage may occur if a Product is not properly assembled, construct-ed, or installed.

SPECIAL DESIGN SERVICES. Materials requiring Design Services will incur charges for inhouse or third-party design services, with the terms of such Design Services agreed to by a separate writing between Buyer and Seller. Buyer is responsible for providing, or causing the engineer or owner to provide, to Seller any necessary design inputs, including but not limited to site conditions, soil/geotechnical inputs (soil make-up, density, water content, void ratio, water table depth), loads, loading configurations, and assumptions. Any changes to the Product requested by Buyer that necessitate Design Services will be billed to the Buyer and may impact the production schedule(s). Seller requires prepayment of all requested Design Services required to manufacture Product.

SHOP DRAWINGS. Shop drawings prepared by Seller and reviewed by Architect and/or Engineer and the Buyer shall be deemed the correct interpretation of the work to be performed and Products produced in conformity with the shop drawings shall be deemed to comply with this Agreement. Detailed shop drawings necessary for fabrication of Product will be furnished to Buyer by Seller for approval before work on the Products can begin. Buyer agrees to review working detailed drawing as soon as available and to return them with signed approval without delay.

REV: 08/04/2025

Seller: County Materials Corporation

Buyer: VILLAGE OF FOX CROSSING

Jesse Boyd SalesRep
Print Name & Title: Authorized Rep. For County Materials Corp.

Brian Bauer
Print Name & Title: Authorized Rep. For Buyer

Jesse Boyd 4/15/2026
Signature Date

Signature Date

Standard terms and conditions www.countymaterials.com

RES #260420-11

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:

Brooke Kreuser – Approved
Tamie Koziczowski – 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 20th day of April, 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 #260420-12

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,234,452.95

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

Pending:	
General Fund	\$ 94,440.43
Special Revenue Fund	\$ 87,086.23
Debt Fund	\$ -
Capital Projects Fund	\$ 7,024.35
Water Fund	\$ 205,218.73
Sewer Fund	\$ 6,735.96
Stormwater Fund	\$ 66,968.33
Trust & Agency Fund	\$ 753.75
Special Processed Payments	\$ 766,225.17
Total:	<u>\$ 1,234,452.95</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 20th day of April, 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: April 14, 2026
 For Village Board Meeting of: April 20, 2026

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$94,440.43
Special Revenue Funds	\$87,086.23
Debt Fund	\$0.00
Capital Projects Fund	\$7,024.35
Water Fund	\$205,218.73
Sewer Fund	\$6,735.96
Stormwater Fund	\$66,968.33
Trust & Agency Fund	\$753.75
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Total Bills for	April 20, 2026
	<u><u>\$468,227.78</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE	DEPT. /PURPOSE	AMOUNT
	Village Specials	4/1-4/14/2026	\$176,293.78
	Employee Benefits Corp	3/27-4/15/2026	\$6,973.50
ACH	TVRP	4/7/2026	\$20.00
ACH	PayTrac	4/14/2026	\$977.90
ACH	Elavon	4/9/2026	\$278.77
ACH	WI Retirement	4/14/2026	\$98,388.53
ACH	WDC	4/14/2026	\$9,759.77
ACH	North Shore	4/14/2026	\$1,300.00
ACH	ETF	4/14/2026	\$196,750.46
56579-56589	Payroll	4/9/2026	\$2,574.50
ACH	Payroll	4/9/2026	\$194,705.53
ACH	Payroll	4/9/2026	\$78,202.43
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Total Special Processed Payments			<u><u>\$766,225.17</u></u>
GRAND TOTAL			<u><u>\$1,234,452.95</u></u>