

**Village of Fox Crossing Board of Trustees Regular Meeting**  
**Monday, April 22, 2024 - 6:00 p.m.**  
**Municipal Complex - Arden Tews Assembly Room**  
**2000 Municipal Drive, Neenah WI 54956**  
**Agenda**

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

**2. Awards/Presentations**

- a) Introduction and Ceremonial Oath of Office of Newly Elected Officials – Village Clerk Darla Fink
- b) Governor’s Proclamation of Municipal Treasurers Appreciation Week April 21 – 27, 2024, Village President Youngquist
- c) Tree City USA Award Presentation – Director of Parks & Recreation Amanda Geiser

**3. Public Hearings**

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

- a) Regular Village Board Meeting – April 8, 2023

**Minutes and Correspondence to Receive**

- b) Park Commission Meeting Minutes – March 13, 2024
- c) Planning Commission Meeting Minutes – March 20, 2024

**5. Public Comments Addressed to the Village Board. Individuals properly signed in may speak directly to the Village Board on non-repetitive Village matters whether on, or not on the agenda. However, no announcements of candidacy for any elected position or “electioneering” will be permitted.** Commenters must be orderly, wait to be called, speak from the podium, and direct their comments to the Board. A maximum of **2-minutes** per person is allowed and you must return to the audience when signaled to do so. The total time allocated for public comments shall not exceed 30 minutes. Public comment is not permitted outside of this public comment period. *Note:* The Board’s ability to act on or respond to public comments is limited by Chapter 19, WI Stats. **To address the Village Board, complete the Public Participation signup sheet.**

**6. Discussion Items**

**7. Unfinished Business**

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

- a) 240422-1 Condominium Plat – 1713 & 1715 Midway Road
- b) 240422-2 Amend Village of Fox Crossing Fee Schedule for 2024
- c) 240422-3 Approve Rocket Placement Agreement Between the Neenah Joint School District and the Village of Fox Crossing
- d) 240422-4 Approve Encroachment Agreement Between the City of Menasha, the Menasha Joint School District, and the Village of Fox Crossing
- e) 240422-5 Appointment of Representative to the Fox West Regional Sewerage Commission
- f) 240422-6 Appointment of Representative to the Fox West Regional Sewerage Commission
- g) 240422-7 Reappointment of Planning Commission Member – Dennis Jochman
- h) 240422-8 Reappoint Community Development Director George Dearborn to the Fox Cities Room Tax Commission
- i) 240422-9 2024 Village of Fox Crossing Arbor Week Celebration
- j) 240422-10 Operator License Applicants
- k) 240422-11 Expenditures

**9. Reports**

- a) Village President Dale Youngquist – Open Book will Continue Tuesday, April 23 from 8:00 a.m. to 12:00 p.m. in the Assembly Room, and Virtually on Tuesday, April 23 from 1:00 p.m. to 4:00 p.m. by Scheduling an Appointment with an Assessor at [www.accurateassessor.com](http://www.accurateassessor.com); the 2024 Board of Review will be held on Wednesday, June 5, 2024 from 5:30 p.m. to 7:30 p.m.
- b) Trustee Kris Koeppel – Spring Electronic Recycling Event will be held on Saturday, April 27, 2024 from 8:00 a.m. to Noon at the Municipal Complex

**10. Closed Session**

**11. Adjourn**

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

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

**VILLAGE OF FOX CROSSING  
BOARD OF TRUSTEES REGULAR MEETING  
Municipal Complex – Arden Tews Assembly Room  
Monday, April 8, 2024**

Minutes

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

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

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

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

2. Awards / Presentations

a) Special Assessments for the Installation of Curb and Gutter, Storm Sewer Main, and Storm Sewer Laterals for the Jacobsen Road Reconstruction Project

Manager Sturgell went over the assessment process and description of the project. He stated the process starts with the preliminary assessment which has already been adopted and set the date for today's Public Hearing. The Public Hearing gives the residents a chance to comment on the project, and then the Final Assessment Resolution where final decisions are made by the Village Board. This project includes the area of Jacobsen Road from Irish Road to County Highway CB, and is a full road reconstruction including installation of curb and gutter, storm sewer main, and storm sewer laterals, along with a limited number of water and sanitary sewer laterals. The assessments cannot be higher than what is provided on the assessment roll published today, however they can come in lower. Manager Sturgell explained the cost breakdown per lineal foot for this project. He then went through payment options for this assessment. Each resident has the option of either paying the balance in full within 30 days of the invoice or utilizing the Village's financing plan to make payments based on the amount of the assessment over a predetermined amount of time at a rate set at 2% higher than what the Village is able to borrow at. There is no penalty for prepayments on this payment plan. The total project cost is approximately \$2.1 Million Dollars.

**MOTION:** Trustee Van Dyke, seconded by Trustee Koeppe to open the Public Hearing. Motion carried via voice vote.

President Youngquist asked the public multiple times if there were any comments on this project. There were no comments from the public.

**MOTION:** Trustee Van Dyke, seconded by Trustee Hanson to close the Public Hearing. Motion carried via voice vote.

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

a) Regular Village Board Meeting – March 25, 2024

**Minutes and Correspondence to Receive**

## b) Spring Election Results – April 2, 2024

**MOTION:** Trustee Van Dyke, seconded by Trustee Patzwald to approve the minutes and accept other departmental minutes and correspondence into record. Motion carried via voice vote.

4. **Public Comments Addressed to the Village Board**5. **Discussion Items**6. **Unfinished Business**7. **New Business-Resolutions/Ordinances/Policies**a) **240408-1 Final Resolution Authorizing Special Assessments for the Jacobsen Road Reconstruction Project**

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

b) **240408-2 Award Bid – Jacobsen Road Reconstruction Project to Include the Installation of Storm Sewer Main, Storm Sewer Laterals, and a 10' Asphalt Trail**

**MOTION:** Trustee Ziegler, seconded by Trustee Koeppel to approve as submitted. Director Hoechst stated we received six bids, five of which came in under the engineer's estimates for the project. The contractor being awarded also recently constructed a stormwater pond for the Village. Motion carried via voice vote.

c) **240408-3 Award Bid – 2024 Crack Sealing Program**

**MOTION:** Trustee Ziegler, seconded by Trustee Hanson to approve as submitted. Director Hoechst advised the price per pound is lower than last year's most favorable bids. Motion carried via voice vote.

d) **240408-4 Award Bid – 2024 Concrete Work Program**

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

e) **240408-5 Resolution to Establish Municipal Wards and Define Voting Districts for the Village of Fox Crossing, Winnebago County**

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

f) **240408-6 Preliminary Plat – Jacobsen Prairie Subdivision**

**MOTION:** Trustee Van Dyke, seconded by Trustee Hanson to approve as submitted. President Youngquist advised he previously wanted to defer this action for two weeks until he could meet with the main developer and engineer. He has since been able to have this meeting and is bringing this back before the Village Board. Originally there were a dozen "punch list" items the Planning Commission wanted complete prior to approval, however overall, the biggest desire of the local neighborhoods is to have single family housing in this area as compared to multi-family housing. President Youngquist advised the Park Commission has options of asking for either land or fees from the developer and the Park Commission will vote on Wednesday. Director Geiser advised they are leaning toward accepting fees rather than land which will save quite a few lots for the developer. President Youngquist advised there have been safety concerns about more driveways coming out on to Jacobsen Road, however Chief Blashka feels it's safe to back out of these driveways and his department will continue to monitor, however this won't be a hang-up for the project. Engineer John Davel was present and advised he previously met with President Youngquist and the Developers and they were able to check off many items from the Plan Commission's "punch list". He stated this project was designed to be for workforce or affordable housing and the layout/design of this development reflects that desire and is successful in achieving

that goal. The changes that were discussed to add additional roads or reverse driveways would have become quite costly and would have deterred from the main goal and ultimately would end the project for this developer. Trustee Hanson asked what a price range is for “affordable housing”. Engineer Davel advised prices are expected to be between \$300,000 and \$350,000. Trustee Van Dyke advised he is happy they paused on this approval to fully explain the project to the Village Board and the public. Motion carried via voice vote.

- g) 240408-7 Temporary Class “B” Retailer’s Licenses – Suburban Athletics, Inc.  
**MOTION:** Trustee Ziegler, seconded by Trustee Hanson to approve as submitted. Motion carried via voice vote.
- h) 240408-8 Temporary Class “B” Retailer’s Licenses – Youth Sports, Inc.  
**MOTION:** Trustee Van Dyke, seconded by Trustee Koeppel to approve as submitted. Motion carried via voice vote.
- i) 240408-9 Operator License Applicants  
**MOTION:** Trustee Ziegler, seconded by Trustee Patzward to approve as submitted. Motion carried via voice vote.
- j) 240408-10 Expenditures  
**MOTION:** Trustee Ziegler, seconded by Trustee Koeppel to approve the expenditures submitted without exception. Motion carried via voice vote.

## 9. Reports

a) Assessor Kyle Kabe – Fox Crossing Valuation Update

Assessor Kabe provided an update on what residents will see on valuation updates which will be mailed to affected residents very soon. The residential property’s average increase is 9.16%. Water properties saw a bigger adjustment than off water properties. There were a good number of sales on the water this year to be able to accurately adjust water properties. Commercial properties saw a larger increase of an average of 24.7%, with some sectors seeing 40% increases. Commercial values are finally going up and for most residents that is going to be a wonderful thing to shift the tax burden. The unaffordability of apartments has a lot to do with the large increase and when income/expense information is used to assess, it shows that rent values are much higher which increases the assessed values for these types of properties.

b) Village President Dale Youngquist – Open Book will be held In Person on Monday, April 22 from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., & Tuesday, April 23 from 8:00 a.m. to 12:00 p.m. in the Assembly Room, and Virtually on Tuesday, April 23 from 1:00 p.m. to 4:00 p.m. by Scheduling an Appointment with an Assessor at [www.accurateassessor.com](http://www.accurateassessor.com); the 2024 Board of Review will be held on Wednesday, June 5, 2024 from 5:30 p.m. to 7:30 p.m.

President Youngquist provided the dates/times for the upcoming Open Book availability and Board of Review meeting.

c) Trustee Kris Koeppel

- No Mow May Program Update

Trustee Koeppel advised there were very minor issues with this program last year, however new information from Lawrence University found that the data supporting this program wasn’t accurate and this program may not be as helpful as originally thought. The Sustainability Committee made the decision that this was more of a feel good program than actually accomplishing a goal. At this time, they have decided not to renew this program.

- Spring Electronic Recycling Event will be held on Saturday, April 27, 2024 from 8:00 a.m. to Noon at the Municipal Complex

Trustee Koepp advised this event will be held in the Municipal Complex garage, and detailed information can be found on the Fox Crossing website, and was included in the flyers sent out with the latest round of utility bills. The event will run similar to previous years, and residents are asked to remain in their vehicles for safety purposes and their items will be unloaded for them. He stated any questions should go to the Community Development department.

- d) Village Manager Jeffrey Sturgell – Fox Crossing Municipal Complex Summer Hours will be 7:30 a.m. – 4:30 p.m. Monday through Thursday, and 7:30 a.m. to 11:30 a.m. on Friday; Summer Hours will run from Memorial Day through Labor Day

Village Manager Sturgell announced that we will be introducing summer hours at the Municipal Complex for the first time this year. We will be opening earlier every day, but closing early on Fridays from Memorial Day through Labor Day. He advised after COVID, this work schedule became quite popular, and currently the Village is the only community in the Fox Cities that does not offer summer hours. This schedule will be reevaluated at the end of the season.

10. Closed Session

11. Adjourn

At 6:57 p.m., **MOTION:** Trustee Hanson, seconded by Trustee Koepp to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Fink, Village Clerk

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



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 13, 2024

Park Commissioners Present: Jim Beson, Jordyn Kurer, Chris McCoy, Steve Otto, Kathy Sylvester, Jean Wollerman

Staff Present: Director Amanda Geiser

Excused: Suneer Patel

\* \* \* \* \*

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

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the February 14, 2024, regular meeting minutes. Commissioner Sylvester motioned to accept the minutes, seconded by Commissioner Kurer. Motion carried.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

A. 2023 Reciprocity Report: Director Geiser reviewed the Fox Crossing-Menasha reciprocity agreement numbers for 2023. The report detailed the number of residents from each municipality that received the resident rate by either participating in recreation programs or renting a facility in the neighboring community. There were more Fox Crossing residents that participated in Menasha recreation programs in 2023. Director Geiser noted that this was primarily attributed to three programs that the city offers that Fox Crossing is not able to offer at this point in time. Those programs being Camp Champs (full day summer camp program), Gymnastics and Swim Lessons. When it comes to facility rentals, Fox Crossing saw a total of 156 rentals from Menasha residents, compared to the 4 Fox Crossing residents that reserved Menasha facilities. There was discussion from the Commission as to whether or not Fox Crossing residents receive priority when renting and Director Geiser indicated that all facilities have an 11 month in advance reservation start date. She felt that if residents are proactive and make their reservations early there generally shouldn't be an issue. She mentioned that we want Fox Crossing residents to be able to rent as much as possible, but we also want to make sure we are meeting our budget projections as well.

REPORTS

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

## **OLD BUSINESS**

- None

## **NEW BUSINESS**

- A. Bird Scooter Program:** *Commissioner Sylvester made a motion to recommend the approval of a 2024 agreement allowing the use of BIRD Scooters on the Loop the Lake Trail to the Village Board.*

Director Geiser reviewed data from 2023 in which there were 511 BIRD Scooter trips that either started or ended in Fox Crossing for a total of 1,210 miles travelled. There were no significant complaints received by the Fox Crossing Police Department and the surrounding communities did not have any concerns or incidents last year other than scooter parking complaints. The majority of the parking complaints were made by one individual. Representatives from Menasha would like to see Fox Crossing expand our use areas to allow for easier travel on the east side of the village where Menasha allows use near the borders. Commission members discussed the program. Many wondered why the Village allows the scooters but chooses not to receive any revenue. Director Geiser noted that was a choice made based on the recommendation from our attorney and the Village Board. Others indicated they do not want to see Loop the Lake trail access limited and are okay with the agreement staying the same as it has been. Ultimately the Commission would like to see the approval and also suggest support to the Village Board if they were to desire to expand the use area.

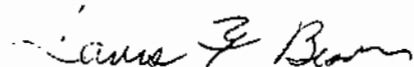
*The motion was put to a vote and all were in favor, motion carried unanimously.*

## **ADJOURNMENT**

Commissioner Otto motioned, seconded by Commissioner Sylvester, to adjourn the Park Commission meeting at 6:45PM. Motion carried unanimously.

***The next Commission meeting is scheduled for April 10, 2024, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.***

Sincerely,



Jim Beson  
Chairperson - Village of Fox Crossing Park Commission



VILLAGE OF FOX CROSSING  
PLANNING COMMISSION MEETING  
Municipal Complex – Arden Tews Assembly Room  
Wednesday, March 20, 2024 at 5:15 PM

Minutes

**CALL TO ORDER**

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

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

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

Other: 18 others present

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES** – January 17, 2024 (No Meeting in February)

**MOTION:** Mr. Cox, seconded by Mr. Willecke to approve the meeting minutes of January 17, 2024.  
Motion carried 7-0-0.

**PUBLIC HEARING**

**1. Conditional Use Permit Dance Studio – Encore Dance Academy, LLC – 2318 American Dr.**

**MOTION:** Mr. Willecke, seconded by Mr. Sabel to open the public hearing. Motion carried 7-0-0.

Director Dearborn stated that a church was the former use of the property and it is puzzling to him that a dance studio needs a conditional use permit in the current zoning. Staff feel it is an appropriate use for this property and recommends approval of the conditional use permit.

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

*Jeff Nooyen - 1754 N. Windsong Ln, Grand Chute*

Mr. Nooyen stated his daughter is the applicant and she cannot be here tonight because she is teaching dance at her studio. She has been in business for 14 years on South Oneida St. She offers dance classes from 3 years old through high school. She is hoping this gets approved, because if it does not, she is going to own a church.

**MOTION:** Mr. Sabel, seconded by Mr. Scheibe to close the public hearing. Motion carried 7-0-0.



## **PUBLIC HEARING**

### **2. Conditional Use Permit - Habitat for Humanity, Inc. - 1007 & 1011 Wheeler Rd.**

**MOTION:** Mr. Willecke, seconded by Mr. Scheibe to open the public hearing. Motion carried 7-0-0

Director Dearborn provided an overview stating the property is zoned M-1 Mixed Use District and only allows single-family residential as a conditional use. The surrounding properties in the area are single family homes and staff feel this is an appropriate use for the properties. They will build single family homes with a minimum size of 900 square feet and two car garages.

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

**MOTION:** Mr. Scheibe, seconded by Mr. Willecke to close the public hearing. Motion carried 7-0-0

## **PUBLIC HEARING**

### **3. Jacobson Prairie Preliminary Platt - Good Faith Funding, LLC - North side of Jacobsen Rd.**

**MOTION:** Mr. Scheibe, seconded by Mr. Willecke to open the public hearing. Motion carried 7-0-0

Director Dearborn gave a summary stating there have been a number of previous actions, there was a rezoning, to Planned Unit Development restricting the use to single family homes only. What we have before us tonight is the Preliminary Platt which was already distributed to all property owners within 300 feet of the project. There are a number of conditions stated in the PUD, the Parks Commission might require a park which will be determined at a later date. Staff is recommending approval.

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

#### **Wende Regel – 1415 Prairie Lake Circle**

Ms. Regel stated she is concerned the eighteen (18) homes being proposed to front on Jacobsen Road will be cutting through the trail that is located on the north side of the road. She stated she is concerned for the safety of pedestrians using the trail with the vehicles entering and exiting the driveways. She is also concerned about the increase in traffic from the additional homes. She wondered if the tree line that is currently there between Prairie Lake Circle and the new proposed subdivision would need to be removed.

#### **Michael Lyle - 1981 Jacobsen Road**

Mr. Lyle stated he has a concern about the increase in traffic along Jacobsen Road, and the speed of traffic along Jacobsen Road. He stated that if the subdivision moves forward, the speed should be reduced from 35 mph to 25 miles per hour. He also recommended a four (4) way stop sign at the intersection of Jacobsen Road and Irish Road.

#### **Laura Zahringer – 1409 Prairie Lake Circle**

Ms. Zahringer stated that speed is a major concern for her along Jacobsen Road, and she would like the Village to consider placing a speed monitoring sign along Jacobsen Road. She said drivers are definitely driving faster than 35 mph. She also asked the Village to consider placing signs that state “Hidden Driveways” along either side of the curve so people are aware of the driveways that will be along the curve in the road.

#### **Mitch Marohl – 1991 Jacobsen Road**

Mr. Marohl stated the speed along Jacobsen Road needs to be reduced from 35 mph to 25 mph. He also would like the Village to consider stop signs on Jacobsen Road at the intersection of Gavin Road.

Joe Nemececk - 1992 Susan Lane

Mr. Nemececk stated he served on the Parks Commission for many years and it was never the intention for the community to have driveways continually cross the trail system. He also explained how He purposefully designed his Red Tail Crossing development on West American Drive to “face away” from the trail so that driveways would not cross it. He stated that he was not against the development, and actually was for the development of the parcel, but thought it needed to be redesigned so the homes along Jacobsen Road would face into an interior road, and not entering and exiting from Jacobsen Road.

Mr. Nemececk also stated his concern regarding the development only having one road in and out onto Jacobsen Road. He said he understood that the road going into the subdivision would eventually connect to the east and to the north, but for now it was not a good practice to have only one road in and out of the subdivision. Mr. Nemececk also has a concern about the increased traffic on Jacobsen Road. He stated that Jacobsen Road to County Highway CB was the only way you can travel anymore since the new Neenah High School was built. He said people have a difficult time traveling south on Clayton Avenue or Irish Road to get to Winchester Road. Having more vehicles entering and exiting out of their driveways onto Jacobsen Road only increases the chances for an accident.

Laura Zahringer - 1409 Prairie Lake Circle

Ms. Zahringer spoke again stating she had a concern about what happens to Jacobsen Road when these homes are being constructed, and wondered if the trail would be closed.

Michael Lyle - 1981 Jacobsen Road

Mr. Lyle spoke again and stated that he echoed many of Mr. Nemececk’s points, and asked what the values of the houses would be.

John Davel – 1164 Province Terrace

Mr. Davel introduced himself as the engineer for the proposed development. He reminded everyone that the primary goal of this project was to attempt to provide affordable single-family housing for the community. He stated that by placing one tier of homes along Jacobsen Road, the cost of developing those lots were approximately \$12,000 per lot. The costs of developing the interior lots were approximately \$40,000 per lot. If the development was not allowed to take advantage of the already existing infrastructure on Jacobsen Road, the costs of the development would greatly increase. When asked by a person in the audience what the definition of affordable housing meant, Mr. Davel said that no newly constructed home in this development would cost less than \$325,000. He also stated all homes would have a two car attached garage. Mr. Davel answered a previous question regarding the tree line between Prairie Lake Circle and the new development, indicating there was no need to remove the trees. However, he said that eventually that tree line will be on a homeowner’s private property, and the homeowner would have the right to remove the trees at that time. Mr. Davel said that a conservatory easement could potentially be placed on the area of the trees, but there is no easement at this time. He addressed the concern of speed along Jacobsen Road, stating that a reduction of speed could certainly be something the Village could review and thought it would be appropriate.

Commissioner Cox requested clarification regarding the setback along Jacobsen Road. Mr. Davel stated there is a thirty (30) foot setback between the property line and the structure.

Mr Davel responded to a question regarding stormwater requirements for the project, stating he hopes it will be able to utilize the Church Pond, but if that does not work he will likely have to design a small treatment pond on site.

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

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### **1. Conditional Use Permit - Encore Dance Academy, LLC - 2318 American Dr.**

Director Dearborn stated that staff is recommending approval. There was very little discussion.

**MOTION:** Mr. Sabel, seconded by Ms. Romzek to approve the conditional use permit with three (3) conditions:

1. Parking is identified on site
2. Permits are obtained for any new signage
3. Applications are made for any building remodeling

Motion carried 7-0-0

### **2. Conditional Use Permit - Habitat for Humanity, LLC - 1007 & 1011 Wheeler Rd.**

Director Dearborn stated that staff is recommending approval. There was very little discussion regarding this item.

**MOTION:** Mr. Sabel, seconded by Mr. Cox to approve the Conditional Use Permit with two conditions:

1. A single family home with a minimum of 900 square feet and a two car garage shall be constructed on each parcel
2. Homes shall conform to set backs specified in the R-2 zoning district

Motion carried 7-0-0.

### **3. Jacobson Prairie Preliminary Platt - Good Faith Funding, LLC - North Side of Jacobsen Road**

Director Dearborn provided a brief review of the issues.

Commissioner Romzek stated she was concerned regarding the eighteen (18) driveways crossing the trail. She further stated that one of the greatest parts about living in the Village of Fox Crossing is its wonderful trail system. Commissioner Romzek felt that the driveways are chipping away at the integrity of the trail system. She wondered if there was not a way to be creative to minimize the disruption of the trail.

Commissioner Cox stated the proposed driveways are no different than what currently exists on Cold Spring Road and other parts of Jacobsen Road. He said the driveways are a compromise to get affordable single family housing. He also said he agrees with the comments regarding the speed on Jacobsen Road and that the speed limit should be reduced.

Commissioner Sabel stated that for many years he has been an advocate for less multi-family developments and more single-family developments in the community. He expressed his concern for the driveways and also wondered if there was a creative way to mitigate the impact of the driveways on the trail.

Commissioner Young explained that just this past January, when the parcel was being rezoned from A-2 General Agriculture to a Planned Development District, he heard public comment stating the parcel should be zoned for a single-family development and not a multi-family development. He also said the Planning Commission heard testimony from housing officials in the Fox Cities who stated that affordable housing was becoming a significant issue in the Fox Cities, and that any steps that could be taken to improve the affordability of homes in the area should be considered in a community's planning process. He saw the

proposed single-family development as a good compromise between the wants and needs of the community, and he stated that he would be voting yes to the plat.

Chairman Jochman stated that he “dittoes” Commissioner Young’s comments, and added that it has been hard to get single-family developments in the Village as most developers want to construct multi-family housing projects. He viewed this development as a win, and stated that he would be voting yes to the plat.

Commissioner Scheibe stated that he remembered during the discussion in January regarding the rezoning of the parcel that the residents of Prairie Lake Circle indicated that under no circumstances did they want Americus Street (the interior road of the development) to connect with Prairie Lake Circle. Commissioner Scheibe asked Mr. Davel if there was any iteration of the design of the development that would allow the development to be significantly reconfigured to not have homes front Jacobsen Road if the connection was allowed from Americus Street to Prairie Lake Circle.

Mr. Davel answered no, the connection of Americus Street to Prairie Lake Circle would not provide any additional benefit that would allow the development to be reconfigured such that the homes would not front Jacobsen Road.

Commissioner Willecke requested clarification that the setback from Jacobsen Road was thirty (30) feet as opposed to the setback of twenty (20) feet that was allowed in the interior of the development. Director Dearborn clarified that yes, the setback for the homes fronting Jacobsen Road was thirty (30) feet. After some discussion from the Commissioners, it was decided to add a condition to the list of conditions for the platt that the setback for homes fronting Jacobsen Road would be thirty (30) feet.

Commissioner Cox asked to add a final condition to the list which was to ask the Police Department to review the traffic and speed conditions on Jacobsen Road from Clayton Avenue to County Highway CB.

**MOTION:** Mr. Cox, seconded by Mr. Willecke to approve the preliminary platt with the following conditions:

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

Motion carried 6-1-0 (Commissioner Romzek voted no)

#### **4. MS4 Report**

Director Dearborn presented the annual MS4 report. There was very little discussion.

**MOTION:** Mr. Cox, seconded by Mr. Sabel to approve the MS4 report and send it to the Village Board.  
Motion carried 7-0-0

#### **OTHER BUSINESS**

##### **1. Development Activity Report**

Director Dearborn reviewed the Development Activity Report.

#### **COMMUNICATIONS**

##### **1. Sustainability Committee**

Director Dearborn reported on the efforts of the Sustainability Committee.

#### **PUBLIC FORUM**

There was a short discussion among staff and Commissioners.

#### **ADJOURN**

At 6:56 p.m., **MOTION:** Mr. Sabel, seconded by Mr. Scheibe to adjourn. Motion carried 7-0-0.

Respectfully submitted,

Daniel Dieck  
Associate Planner

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

RES #240422-1

**CONDOMINIUM PLAT – 1713 & 1715 MIDWAY ROAD**

WHEREAS, the applicant has requested approval of a condominium plat for 1713 & 1715 Midway Road (parcel #1214096); and

WHEREAS, staff find that this condominium plat complies with the Village of Fox Crossing's Chapter §419 Land Division Ordinance; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their April 17, 2024 meeting and recommended approval of the condominium plat with the following conditions:

1. A condominium declaration shall be recorded that addresses how the jointly owned land will be maintained.
2. All taxes and assessments shall be paid prior to the Village affixing signatures on the condo plat.
3. The applicant shall provide the Village with a final copy of the recorded condo plat.

Planning Commission:   4   Aye   0   Nay   3   Excused   0   Abstain

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

Adopted this 22<sup>nd</sup> day of April, 2024

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

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

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

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

# PLANNING COMMISSION MEMO

Date: April 9, 2024  
 To: Village Planning Commission Members  
 From: George L. Dearborn Jr., AICP Director of Community Development  
 RE: Agenda Item 1- Duplex Condominium Plat– 1713 & 1715 Midway Road

## Overview

The applicant is proposing a 2-unit condominium plat at 1713 and 1715 Midway Road. This plat will allow for individual ownership of each side of an existing duplex. The land will be held in common. Due to the configuration of the lot a zero lot subdivision is not possible.

The attached map shows the property location and the second map shows the condominium plat. Chapter 419 Land Division section 419-9 Condominium developments details the applicability of the section and development standards, a public hearing is not required since the building is preexisting.

## Staff Recommendation

Staff recommends approval of this condominium plat with the following conditions:

1. A condominium declaration shall be recorded that addresses how the jointly owned land will be maintained.
2. All taxes shall be paid prior to the recording of the plat.
3. A copy of the recorded plat shall be provided to the Community Development Department.

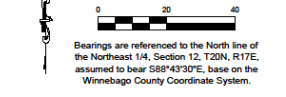
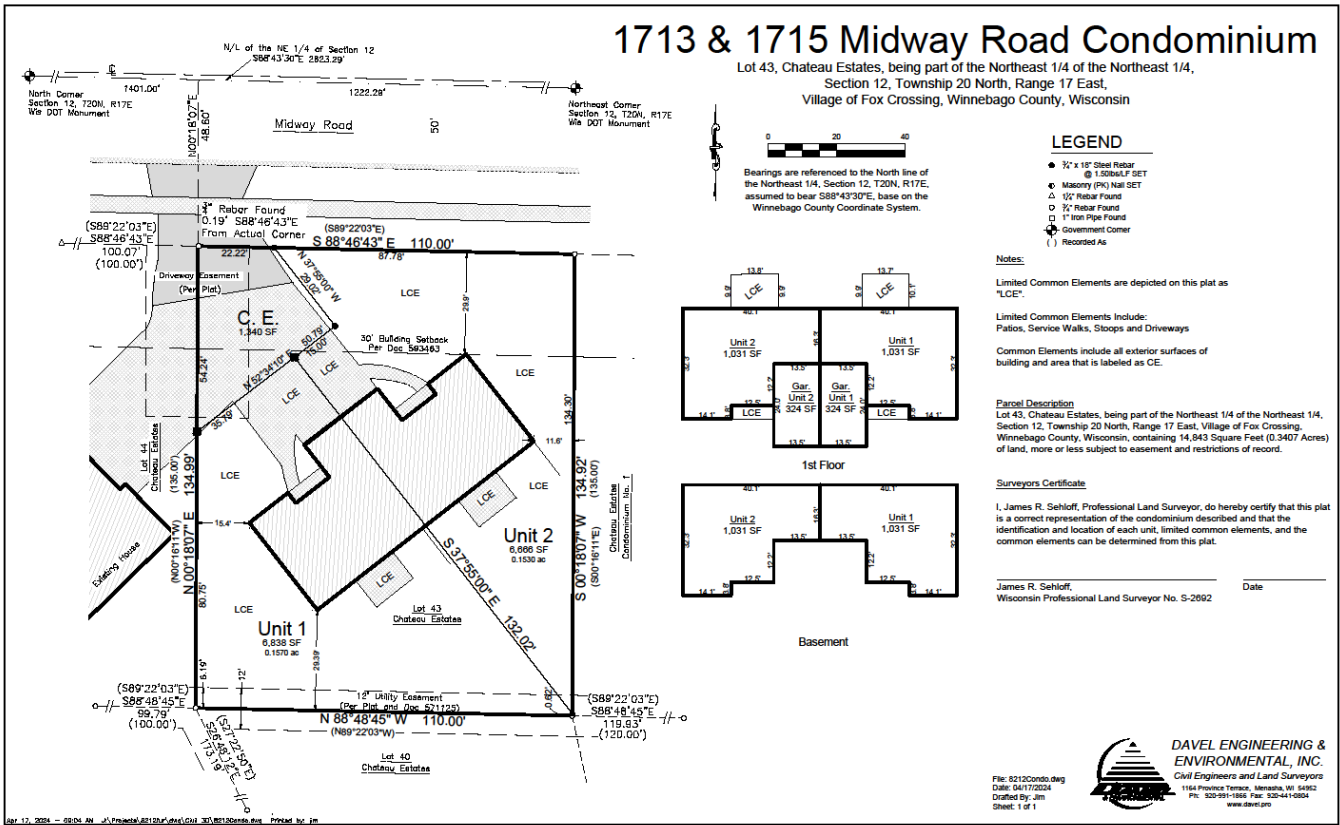
Fox Crossing Public Web Map





# 1713 & 1715 Midway Road Condominium

Lot 43, Chateau Estates, being part of the Northeast 1/4 of the Northeast 1/4,  
Section 12, Township 20 North, Range 17 East,  
Village of Fox Crossing, Winnebago County, Wisconsin



Bearings are referenced to the North line of the Northeast 1/4, Section 12, T20N, R17E, assumed to bear S88°43'30"E, base on the Winnebago County Coordinate System.

### LEGEND

- 3/4" x 1/8" Steel Rebar @ 1.500ALF SET
- ⊙ Masonry (PK) Nail SET
- △ 1/2" Rebar Found
- 3/4" Rebar Found
- ⊠ 1" Iron Pipe Found
- ⊕ Government Corner
- ( ) Recorded As

### Notes:

Limited Common Elements are depicted on this plat as "LCE".

Limited Common Elements Include:  
Patios, Service Walks, Stoops and Driveways

Common Elements include all exterior surfaces of building and area that is labeled as CE.

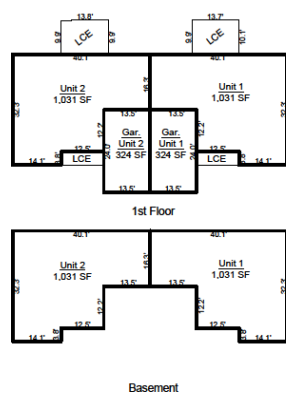
### Parcel Description

Lot 43, Chateau Estates, being part of the Northeast 1/4 of the Northeast 1/4, Section 12, Township 20 North, Range 17 East, Village of Fox Crossing, Winnebago County, Wisconsin, containing 14,943 Square Feet (0.3407 Acres) of land, more or less subject to easement and restrictions of record.

### Surveyors Certificate

I, James R. Sehloff, Professional Land Surveyor, do hereby certify that this plat is a correct representation of the condominium described and that the identification and location of each unit, limited common elements, and the common elements can be determined from this plat.

James R. Sehloff, Professional Land Surveyor No. S-2692 Date \_\_\_\_\_



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors  
1154 Providence Terrace, Menasha, WI 54952  
Ph: 920-991-1866 Fax: 920-441-0364  
www.davel.com

File: 8212Condo.dwg  
Date: 04/17/2024  
Drafted by: JM  
Sheet: 1 of 1

RES #240422-2

**AMEND VILLAGE OF FOX CROSSING FEE SCHEDULE FOR 2024**

WHEREAS, on July 13, 2020, the Village of Fox Crossing Board of Trustees adopted the Village of Fox Crossing Fee Schedule (previously listed as Appendix B of the former Fox Crossing Municipal Code); and

WHEREAS, it is necessary, from time to time, to amend the Fee Schedule to ensure appropriate fees are charged to maintain adequate Village services.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby amends the Village of Fox Crossing Fee Schedule, as attached, effective April 23, 2024.

Adopted this 22<sup>nd</sup> day of April, 2024

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

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

---

Dale A. Youngquist, Village President

---

Attest: Darla M. Fink, Village Clerk

**VILLAGE OF FOX CROSSING FEE SCHEDULE**

Updated April 2024

<i>Code Section</i>	<i>Licenses &amp; Permits</i>	<i>Fee</i>	<i>State Statute</i>
<b>Alcohol</b>			
146-3A	Class A Beer, annual or pro-rated	\$300.00	§125.25
146-3C(1)	Class B Beer, annual or pro-rated	*\$100.00	§125.26(4)
146-3C(2)	Six-Month Class B Retailer's (Class B Beer), one per year	*\$50.00	§125.26(5)
146-3E	Class A Liquor, annual or pro-rated	*\$400.00	§125.51(2)(d)
146-3F	Class B Liquor, annual or pro-rated	*\$500.00	§125.51(3)(e)
146-3J	Class C wine, annual or pro-rated	*\$100.00	§125.51(3m)
146-3K	Provisional Class A ,B or C Retail License, limited to 60 days, one per year	*\$15.00	§125.185(3)
146-3H(3)	Reserve "Class B" Retailer's (fee in addition to Class B Beer & Liquor License)	*\$10,000.00	§125.51(3)(e)(2)
146-11	Publication fee	\$55.00	§125.04(3)(g)
146-3L	Operator's License, 2 Year or pro-rated §125.32(2) (includes background check)	\$62.00	§125.68(2)
146-4	Duplicate Operator's License, if lost or stolen	\$5.00	
146-3M	Provisional Operator's License, expires in 60 days, one per year	*\$15.00	§125.17(5)
146-3I	Temporary Operators, valid 14 days; person limited to 2 licenses per year	\$10.00	§125.17(4)
146-3D	Temporary Retailer's Class "B" (Picnic license)	*\$10.00	§125.51(10)
146-3	Wholesale Beer	*\$25.00	§125.28
146-3L(2)(b)	Background check by Police Department	\$7.00	
146-12	Agent, successor (Corp. or LLC)	*\$10.00	§125.04(6)(e)
146-10	Transfer license; from place to place within Village	\$10.00	
146-13F	Beer Garden Permit, annual	\$150.00	
<b>Amusements</b>			
150-4	Special Event License (includes the original inspection), First 48 hrs.	\$150.00	
	Fee every 24 hours thereafter, in addition to fee above	\$25.00	
	Escrow fee shall be required (may be refunded after 30 days)	\$150.00	
	Re-inspections (if required) each, shall be charged an additional fee	\$25.00	
150-7	Mechanical Amusement Device License, annual (Coin-op. devices, pool table, dartboard, karaoke)	\$150.00	
	Six-month license	\$75.00	
<b>Bicycles</b>			
364-19	Bicycle License & registration required, ID tags shall be affixed	No charge	
<b>Business Licenses (Permanent Merchants)</b>			
150-10	Public Dances	\$50.00	
150-19	Bowling Alley, annual fee	\$100.00	
270-3	Massage Therapy Permit, annual	\$200.00	
298-4	Pawnbrokers License, annual	\$210.00	§134.71(11)(a)
298-4	Secondhand Article Dealer License, annual	*\$27.50	§134.71(11)(b)
298-4	Secondhand Jewelry Dealer License, annual	*\$30.00	§134.71(11)(c)
298-4	Secondhand Dealer Mall, Flea Market, two-year license	*\$165.00	§134.71(11)(d)
352-6	Permanent Merchant, Door-to-Door Sales; fee plus background investigation fee	\$35.00	
317-3	Salvage Yard Operator, licensed annually	\$100.00	
317-3	Six-month license may be obtained	\$50.00	
364-13B	Snowmobile Renter Business License	\$25.00	
345-3B	Taxicab or Limousine Service, Business License, annual	\$100.00	
345-3D	Each Operator; two-year license, renews in even years	\$25.00	
345-8	Replacement license, lost or stolen	\$5.00	
364-31	Tracks including any concourse must be licensed, semi-annual	\$150.00	
364-34	Surety bond required	\$1,000.00	

## VILLAGE OF FOX CROSSING FEE SCHEDULE

Updated April 2024

352-12B	Disclosure requirement; buyer's right to cancel if transaction more than stated amount	\$25.00	§423.203
<b>Cigarettes / Tobacco Products</b>			
182-2	Cigarette or Tobacco Permit	*\$100.00	§134.65
<b>Community Gardens</b>			
	<b>Community Garden Plot Fee, per season</b>		
	Resident	\$25.00	
	Non-resident	\$30.00	
<b>Comprehensive Plan</b>			
	Comprehensive Plan Future Land Use Map Amendments; fee plus advertising & meeting costs	\$500.00	
<b>Dogs and Cats</b>			
154-3	<b>Dog / Cat License, annual (required over age of 5 months of age) up to four animals</b>		§174
	Spayed or neutered	\$7.00	
	Not spayed or neutered	\$12.00	
	Additional late fee, if after Mar. 31	\$5.00	
	Duplicate/replacement license	\$2.00	§174.053
154-4A	<b>Kennel License (12 or less dogs and/or cats), annual</b>	\$70.00	
	Fee each additional dog/cat in excess of 12	\$5.00	
	Additional late fee, if after Mar. 31	\$10.00	
154-12	Possession of impounded dogs/cats may be obtained	\$20.00	
<b>Escort Service</b>			
209-6 & 209-7	<b>Escort, Escort Service requires a license, annual/renewal</b>	*\$500.00	
209-11D	Registration fee to P. D. for identification cards	\$25.00	
<b>Fire Department Fees</b>			
53-4C	<b>Outside investigation agencies requesting copies, per page - Refer to Public Records Requests</b>		
	Agencies requesting photographs, each photograph-Refer to Public Records Requests		
218-48	<b>Tent Inspection Fee; per inspection</b>	\$25.00	
218-51A & 218-51B	<b>Installation Permits Fees</b>		
	Automatic fire extinguishing systems; fire detection system/fire alarm and related equipment based upon fee per 10,000 square footage of project area plus plan review fee below	\$50.00/10,000 sq ft	
	<b>*** Fees for plan review in addition to the above square footage fees. ***</b>		
218-51B	Automatic fire extinguishing; fire detection system/fire alarm and related equipment	\$75.00	
218-51B	Fire pumps and related equipment	\$75.00	
218-51B	Private fire hydrants	\$75.00	
218-51B	Standpipe systems	\$75.00	
218-51B	Spraying or dipping	\$75.00	
218-51C	<b>Fees in association with Local Program Operation Tank Program</b>		
	<b>For information on State of Wisconsin required fees for the tank program please see the link below.</b>		
	<a href="https://datcp.wi.gov/Pages/Programs_Services/PetroleumHazStorageTanksForms.aspx">https://datcp.wi.gov/Pages/Programs_Services/PetroleumHazStorageTanksForms.aspx</a>		
<b>Fireworks Display</b>			
218-42E	<b>Bond required</b>	\$2,000.00	
218-51D	<b>Fireworks Display Permit Fee</b>	\$25.00	
	Firefighters for apparatus , plus FF hourly payroll rate	\$45.00	

VILLAGE OF FOX CROSSING FEE SCHEDULE

Updated April 2024

Garbage & Recycling			
RES#090608-1	<b>Garbage &amp; Recycling Cart Fees</b>		
	Carts, Additional	\$80.00	
	Additional Cart Annual Fee	\$60.00	
	Cart Cleaning Fee	\$25.00	
	Cart Exchange Fee	\$25.00	
	Overflow Tags, per bag	\$2.00	
Hotel/Motels			
232-8B	<b>Hotel or Motel Permit; annual</b>	\$500.00	
49-13	Room Tax imposed at a total rate for furnishing rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations to public	10%	§66.0615(1m)(a),§77.52(2)
Impact Fees			
412-4	<b>Fire Impact Fees</b>		
	Single Family Residential	\$149.00	
	Multi Family Residential	\$124.00	
	Non-Residential	\$1.6198 per \$1,000	
412-5	<b>Park Facilities Impact Fees</b>		
	Studio / 1 bedroom	\$412.00	
	2 Bedroom Unit	\$617.00	
	3 Bedroom / Single Family Unit	\$823.00	
	2 Bedroom Unit	\$617.00	
	3 Bedroom / Single Family Unit	\$823.00	
325-24A(1)(b)[3]	<b>Water/Sewer Interceptor Impact Fee</b>		
	Residential or properties less than 1/3 acre	\$500.00	
	Per Acre Fee with 1/3 acre or more <del>minimum</del> (\$500)	\$1,500.00/Acre	
Land Division Control			
419-5A	<b>Preliminary Plat – Base fee, plus per unit fee</b>	Base: \$200.00	
	Per unit fee	\$35.00	
419-5A(4)	<b>Drainage Plan Review</b>		
419-6A	<b>Final Plat</b>	\$200.00	
419-7A	<b>Minor Land Division (CSM) - Base fee, plus per lot fee</b>	Base: \$150.00	
	Per lot fee	\$10.00	
419-7A(4)	<b>Minor Land Division Drainage Plan Review (if required)</b>		
419-9C	<b>Condominium Plat – Base fee, plus per unit fee, plus final plat fee</b>	Base: \$200.00	
	Per unit fee	\$25.00	
	Final plat fee	\$150.00	
419-12A	<b>Parkland Dedication, square footage per unit</b>	1,768.10 sq.ft./unit	
419-12B	<b>Fees in lieu of parkland dedication, per unit (if parkland dedication not required)</b>		
	Adjusted Dec. 31 ea. year, and effective Jan. 1 of ea. year per Engineering News Record Construction Cost Index (4.93%)		
	<b>Studio / 1 Bedroom</b>	\$638.80	
	<b>2 Bedroom Unit</b>	\$957.47	
	<b>3 Bedroom / Single Family Unit</b>	\$1,277.60	
Mobile Homes & Parks, Recreational Campers			
276-4B	<b>Mobile Home Park License, fee per 50 spaces</b>	\$100.00	§66.0435(3)(a)
276-4B	Surety bond required on file with Clerk	\$2,000.00	
276-4C	Transfer of license fee	\$10.00	
276-4D	Monthly parking fee (by values of home) as determined by State Stat.	Values, divide by 12	§66.0435(3)(c)1.d

**VILLAGE OF FOX CROSSING FEE SCHEDULE**

Updated April 2024

174-4	Camper parking site permit, annual		\$10.00	
<b>Municipal Judge and Court</b>				
26-1D	Mun. Judge, bond filed w/ Winn. Cty. Clerk of Courts, Village Clerk and State Adm. of Courts		\$2,000.00	\$757.02, \$755.03
<b>Park and Rental Facilities</b>				
294-3C(2)	<b>Park Pavilion Rentals</b>			
	Fritsch, Palisades, O’Hauser N/S & Schildt, Wittmann – 1-125 guests (Resident/Non-Resident)		\$65.00 / \$81.00	
	Fritsch, Palisades, O’Hauser N/S & Schildt – 126-above guests (Resident/Non-Resident)		\$120.00 / \$150.00	
	Kitchen		\$35.00	
	<b>Community Center – 5 Hour Rental</b>			
	Maple Room without kitchen (Resident/Non-Resident)		\$55.00 / \$69.00	
	Maple Room with kitchen (Resident/Non-Resident)		\$75.00 / \$94.00	
	Robin Room		\$55.00 / \$69.00	
	Badger Room		\$40.00 / \$50.00	
	Maple/Robin Rooms combined with kitchen		\$110.00 / \$138.00	
	<b>Community Center – Full Day rental</b>			
	Maple Room without kitchen (Resident/Non-Resident)		\$90.00 / \$113.00	
	Maple Room with kitchen (Resident/Non-Resident)		\$130.00 / \$163.00	
	Robin Room		\$90.00 / \$113.00	
	Badger Room		\$60.00 / \$75.00	
	Maple/Robin Rooms combined with kitchen		\$200.00 / \$250.00	
294-3(4)	<b>Reservation/Damage Deposit</b>		\$60.00	
294-3(6)	<b>Cancellation Fee</b>		\$10.00	
294-3E	<b>Fritse Park User Fee</b>		\$45.00	
294-4D	<b>Boat Trailer Parking Fee</b>			
	Daily Permit Fee		\$4.00	
	Annual Permit Fee, resident		\$15.00	
	Annual Permit Fee, resident 55 & over		\$13.00	
	Annual Permit Fee, non-resident		\$30.00	
294-5D	<b>Disc Golf Fees</b>			
	Daily Disc Golf Course Permit		\$3.00	
	Annual Resident Disc Golf Course Permit - In Office	Single/Double	\$20.00/\$35.00	
	Annual Non- Resident and On site Disc Golf Course Permit	Single/Double	\$25.00/\$40.00	
<b>Processing, Miscellaneous Fees</b>				
	<b>Administrative Fee</b>		5%	
	<b>Interest on delinquent invoices, per annum</b>		18%	
	<b>Returned check/ACH handling charge (example: NSF, Stop Payment, Closed Account, etc)</b>		\$30.00	
<b>Public Records Requests</b>				
49-11	<b>Sanitary district annexation, street vacation, street or road name changes; Petitioner shall pay all “actual costs incurred”</b>	Recording fee, mail & postage, publishing		
115-6F	<b>Records requests; location fee for research, per hour (or portion of) after \$50 reached</b>		\$25.00	
	Photocopies, 8-1/2 x 11 and 8-1/2 x 14 (b & w), per page up to 50 pages		\$0.25	
	Photocopies, 8-1/2 x 11 and 8-1/2 x 14 (b& w), per page, 51 and over		\$0.20	
	Photocopies, other than 8-1/2 x 11 and 8-1/2 x 14 & color		Actual cost	
	Photographs, each 4x6		\$0.50	

VILLAGE OF FOX CROSSING FEE SCHEDULE

Updated April 2024

	Photographs, larger than 4x6	Actual cost	
	Computer disk, each	\$25.00	\$6.36(6)
	Statewide Voter Registration System data file fee, plus	*\$25.00	
	an amount per 1,000 voter names	*\$5.00	
<b>Public Works Department</b>			
310-6	Registration for Right-of-Way Occupancy	\$50.00/year	
310-10	<b>Sanitary sewer main, storm sewer main, water main</b>	<b>\$5.00/Lineal Ft.</b>	
	<b>Sanitary sewer and storm sewer structures</b>	<b>\$500 each</b>	
	Tunneled, plowed, or directional bored underground utilities <b>in ROW</b>	<b>\$.50/Lineal Ft.</b>	<b>\$.25/Lineal Ft.</b>
	HDPE plastic conduit, PVE piping, ducts, steel pipe, other approved materials (each)	\$.15/Lineal Ft.	\$.25/Lineal Ft.
	New or replacement overhead <del>cabling/wires, underground wires, fiber optic cables (each wire)</del>	\$.15/Lineal Ft.	\$.10/Lineal Ft.
	<b>New or replacement underground cabling/wires (no ground disturbance)</b>	<b>\$.10/Lineal Ft.</b>	
	Large cabinets 36" x 60" x 59", large vaults 30" x 48" x 36", control & switching "huts" Transformers or VRAD cabinets	\$200 each	
	Smaller cabinets, vaults, pedestals	\$100 each	
	New or replacement <b>utility</b> manholes, hand holes, flower pots and monitoring or purging wells	\$75 each	<b>\$50 each</b>
	Ground rods	\$25 each	
	Trees (require Village approval to trim or remove a terrace tree)	\$300 each plus cost of new tree TBD	
	Marker post/post mounted signs	\$5 each	
	New poles (less than 60', <b>including</b> guy wires, small peds, and boxes)	\$30 each	<b>\$25 each</b>
	New poles (60' or more, <b>including</b> guy wires, small peds, and boxes)	\$100 each	
	Open cutting/bore pits ( <del>hardscape areas in paved areas, includes potholing</del> )	\$750 each	<b>\$1,000 each</b>
	Open cutting/bore pits ( <del>softscape areas outside of paved areas, includes potholing</del> )	\$500 each	
	<b>Potholing (hardscape areas)</b>	<b>\$50 each</b>	
	<b>Potholing (softscape areas)</b>	<b>\$10 each</b>	
	<del>Potholing in street right-of-way crossings or public utilities and/or Village utilities</del>	<del>\$375 each</del>	
310-19(a)(b)	<del>Work done without a permit will result in an additional permit fee charge of \$250 plus costs of the original permit</del> <b>Nonemergency After-the-Fact Permit Fee</b>	\$250 plus cost of original permit	
337-1B	Culvert Permit fee to install driveway culvert	\$250.00	
	Access Driveway Permit (approving driveway location)	\$75.00	
	Temporary Culvert Permit (60 day maximum)	\$125.00	
337-1C	Culvert security deposit	\$150.00	
337-1C(2)	Ditch line security deposit	\$350.00	
337-1D(4)	Failure to repair improper installation of culvert within 30 days	\$500.00	
337-2B	Extension Permit fee for existing culverts	\$50.00	
337-5	Construction Permit	\$75.00	
	<b>Excavation Permit:</b>		
	Open cutting/bore pits in paved areas	\$750.00	
	Open cutting/bore pits outside paved areas	\$500.00	
	<b>Curb Cut Permit</b> (cutting backside of header \$75, replacing curb & gutter section \$150)	\$75.00/\$150.00	
	<del>Work done without a permit will result in an additional permit fee charge of \$250 plus costs of the original permit</del> <b>Nonemergency After-the-Fact Permit Fee</b>	\$250 plus cost of original permit	
337-5A(1)	Utility service connections fee of services to the utility main (includes new sump pump lateral)	\$150.00	
337-5A(2)	Utility mainline extension	\$300.00	
337-5E	Construction/excavation security deposit	\$2,000.00	
337-5F	Indemnity bond	\$10,000.00	



**VILLAGE OF FOX CROSSING FEE SCHEDULE**

Updated April 2024

337-5H	Cost of removal / installation of signs, guardrails and other appurtenances dep. Within village right-of-ways, deduct from sec.	\$25.00	
337-12C	Street Privilege Permit; for use of roads, alleys, sidewalks, public ways/places for purpose of moving any building or structure	\$350.00	
337-17(L)	Inspection Fees (sewer pump connection, or other misc. items)	\$60.00	
	Driveway Apron Permit: See Driveway Apron Policy.		
	Gravel Apron	\$125.00	
	Asphalt Apron	\$250.00	
	Concrete Apron	\$450.00	
337-18	Street Trees within Right-of-Way Permit	\$150.00	
<b>Sewer and Water Public Utilities Commission</b>			
325-20A	Sewer main and sewer service lateral repair inspection fee/permit	\$60.00	
325-20A	Sewer tap (hookup) fee	\$60.00	
325-27B	Water tap (hookup) fee	\$150.00	
325-24A(2)	Sewer Service Availability Fee		
	Residential - 1 REU	\$448.00	
	Commercial - Class I	\$1,700/per acre	
	Commercial - Class II	Commercial Class I Fee plus \$448 per REU	
	Industrial	\$2,600/per acre	
	Commercial - Base = appropriate # of REU based on commercial land use: See Building Inspector for REU land use schedules	\$1,700/per acre	
	Industrial - Base = appropriate # of REU based on industrial land use: See Building Inspector for REU land use schedules	\$2,600/per acre	
<b>Real Estate Inquiry</b>			
49-10	Real Estate Inquiry Letter	\$40.00	
	Rush processing fee	\$70.00	
	Utility balance only fee	\$10.00	
337-13A(1)	Road reconstruction special assessment taxes levied, paid by owner, equal annual installments, not less than a minimum amount	\$250.00	
337-13A(2)	Interest on unpaid installments, per annum over borrowed interest rate	2.0%	
<b>Storm Water Management &amp; Construction Site Erosion Control</b>			<b>\$60.627</b>
400-10	Construction Site Erosion Control: Application Fee		
	Sites with less than 1 acre of disturbed area (Over 2 Family and Non-Residential)	\$500.00	
	Sites with more than 1 acre of disturbed area (All Development)	\$1,100.00 + add. review cost	
	One and two dwelling	\$150.00	
400-26	Financial Guarantee for Projects Requiring Stormwater Detention Ponds		
	Financial Guarantee will be 3% of Pond project cost with minimum cost as follows: <i>Fee may be waived by the Director of Community Development</i>	\$1,000.00	
400-27	Post-Construction Storm Water Management: Application Fee		
	Preliminary Plat Drainage Review -- Land Division	\$2,700.00 + add. review cost	
	Preliminary Plat Drainage Review -- Condominium	\$2,700.00 + add. review cost	
	Preliminary Plat Drainage Review -- Minor Land Division (if necessary)	\$500.00 + add. review cost	
	Site Plan Drainage Review	\$500.00 + add. review cost	
	Site Plan Detention Pond Inspection (If required for Site Plan)	\$650.00	

**VILLAGE OF FOX CROSSING FEE SCHEDULE**

Updated April 2024

	<b>Post Construction Storm Water Management: Inspection Fee</b>		
	One and two dwelling	\$125.00	
	Sites with less than 20,000 sq. ft. of disturbed impervious area	\$125.00 + add. review cost	
RES#190826-10	<b>Stormwater Pond Buy-In Fees (per impervious acre)</b>		
	Adjusted Dec. 31 ea. year, and effective Jan. 1 of ea. year per Engineering News Record Construction Cost Index (4.93%)		
	<b>Church Pond</b>	<b>\$31,025.00</b>	
	Cold Spring Pond Basin	\$9,752.74	
	Community First Credit Union Pond Basin	\$16,635.74	
	Independence Pond Basin	\$5,666.79	
	Tayco Pond Basin	\$2,273.74	
<b>Storm Water Utility, Municipal</b>			
334-9	Residential charge - 1 ERU (Equivalent Residential Unit)	\$150.00	
	Sites with more than 20,000 sq. ft. of disturbed impervious area	\$400.00	
<b>Village Building Code</b>			<b>\$60.627</b>
383-28A	<b>WI Uniform Building Permit Fee</b>	\$90.00	
	<b>Village Building Permit Fees: Principal Buildings or Garages</b>		
383-28C	New construction and additions	\$50.00 + \$0.14 per sq. ft.	
383-28C	One and Two-Family dwellings	Add \$500 escrow	
383-28C	Multiple family dwellings & commercial / industrial structures		
	Up to 10,000 square feet	Add \$1,000 escrow	
	Over 10,000 square feet, escrow plus fee per 1,000 sq. ft. or fraction thereof	\$10.00 per 1,000 sq. ft.	
383-26B(3)	<b>Early Start Permit (Commercial / Industrial only)</b>	\$200.00	
	<b><u>Residential / Commercial:</u></b>		
383-28C	<b>Alterations and remodeling</b>	\$50.00 plus \$1 per \$100 of value	
	Residential over \$10,000 of value	Add \$500 escrow	
	Commercial/Industrial over \$10,000 of value	Add \$1,000 escrow	
383-28C	<b>New manufactured home</b>	\$200.00	
	New one- & two-family dwellings/New manufactured homes	Add \$500 escrow	
	Removal of manufactured home	\$150.00	
	Accessory bldgs, siding, decks, roofing, foundation repair, and other structures; each	\$50.00	
	Pools; permanent, each	\$100.00	
	Pools; temporary, each	\$50.00	
	Wrecking or razing buildings; Per accessory structure	\$75.00	
	Per principal structure	\$150.00	
	<b><u>Public Protection Fund Fee</u></b>		
383-29B(1)	Buildings less than 100% sprinklered	\$0.04 per sq. ft.	
383-29B(2)	Buildings 100% sprinklered	\$0.02 per sq. ft.	
383-29B(3)	Multiple family dwellings; per family unit	Add \$25.00	
383-29B(4)	Building with floors above 80 feet	Add \$10.00 per ft.	
	<b><u>Moving Permits</u></b>		
383-51E(1)	Accessory structure	\$150.00	
383-51E(1)	Principal structure	\$300.00	
383-51E(2)	Bond required	\$2,000.00	
383-51E(1)	Escrow for Police Department escort	** \$200.00	

## VILLAGE OF FOX CROSSING FEE SCHEDULE

Updated April 2024

	**Actual cost determined by P.D. If under escrow, difference to be refunded. If costs over, then will be billed to applicant.		
	<b><u>Plumbing Permit Fees</u></b>		
383-43C	New installations, additions, or alterations	\$50.00 + \$1 ea. per \$100 of job value	
	<b><u>HVAC Permit Fees</u></b>		
383-38B	New installs, additions, or alterations, fireplaces, wood burning stoves	\$50.00 + \$1 ea. per \$100 of job value	
	<b><u>Commercial Electrical Permit Fees</u></b>		
383-33B	New Buildings/Additions	\$50.00 + \$0.06 per sq. ft.	
383-33B	Existing Buildings	\$50.00 + \$1.50 per \$100 of job value	
383-33B	Minimum Fee	\$50.00	
383-33B	Re-Inspection Fee	\$60.00	
383-33B	Failure to Call for Inspection	\$60.00	
	<b><u>Residential Electrical Permit Fees</u></b>		
383-33B	New installations, additions, or alterations	\$50.00 + \$1 ea. \$100 of job value	
383-30	Re-Inspection Fee	\$100.00	
383-30	Failure to Call for Inspection	\$100.00	
<b>Village Zoning</b>			
435.5-08	Code amendments (text or map)	\$500.00	
	Planned Development District	\$500.00	
	Conditional Use Permit	\$500.00	
	Variance	\$500.00	
	Administrative appeal	\$500.00	
	Zoning Verification	\$35.00	
	<b>Zoning permits</b>		
	Fences, decks, accessory buildings	\$50.00	
	Permanent pools	\$50.00	
	Residential additions	\$100.00	
	Single family / duplex	\$200.00	
	Manufactured homes	\$200.00	
	Commercial additions	\$200.00 plus \$0.05 per sq. ft. of bldg. area	
	All other new construction	\$200.00 plus \$0.05 per sq. ft. of bldg. area	
	Signs Permit Fee - Wall Sign	\$150.00	
	Signs Permit Fee - Freestanding Sign	\$200.00	
	Signs Permit Fee - Temporary	\$50.00 plus \$100.00 deposit to be refunded when removed	
	Site plan approval	\$150.00 plus \$3 per 1,000 sq. ft. of disturbed area	

VILLAGE OF FOX CROSSING FEE SCHEDULE

Updated April 2024

	Site plan re-submittal	\$125 (does not apply to 1st re-submittal)	
435.5-08C	When work has begun, before a permit has been issued	Permit fees doubled	
435.7-125B(8)	<b>Telecommunication Facility, Mobile Service and Collocation; application process</b>		
	Permit fee; new mobile service; class 1 collocation	\$3,000.00	
	Permit fee; class 2 collocation	\$500.00	
<b>Weights and Measures (Formed with Appleton Health Department - Sept 1, 2017)</b>			
376-22	Base Licensing Processing Fee (per business location)	\$50.00	
	Firewood Dealer License	\$20.00	
	<b>Device No.</b>		
	101 Computing Scale	\$20.00	
	101 A Point of Sale System; Scale/Register	\$20.00	
	102 Pre-Package Scale	\$100.00	
	103 A Counter or Bench Scale Up to 30 LBS	\$30.00	
	103 B Counter or Bench Scale 31 - 1000 LBS	\$40.00	
	103 C Counter or Bench Scale 1,001 - 10,000 LBS	\$60.00	
	103 E Union Beam Scale 150 - 200 LBS	\$33.00	
	103 F Unequal Arm Beam Scale Up to 30 LBS	\$20.00	
	103 G Postal Scales	\$11.00	
	103 H Dough Scales (with weights)	\$16.00	
	103 I Portion & Low Capacity Scales	\$11.00	
	103 J Counting Scales	\$20.00	
	103 K Farm Market Scale	\$20.00	
	104 Spring - Hanging Scale Up to 30 LBS	\$20.00	
	104 A Hanging Scale 31 LBS to 1000 LBS	\$33.00	
	105 Equal Arm Balance - Test Wt. Scale	\$20.00	
	106 Cream, Grain & Moisture Test Scales (with weights)	\$40.00	
	107 Prescription, Jewelers, Precious Metals Scales (with weights)	\$60.00	
	108 Portable Platform Scale	\$33.00	
	109 Dormant/Floor Scale 1M - 10M LBS Capacity	\$53.00	
	109 A Dormant/Floor Scale 10M - 20M LBS Capacity	\$70.00	
	110 Monorail, Meat Beam, Track Scales	\$53.00	
	111 Vehicle Scale	\$155.00	
	112 Milk Intake Scale	\$53.00	
	113 Hopper Scale	\$150.00	
	113 A Tank Scale - Test & Service (Per Hr Rate)	\$53.00	
	113 B Hopper Scale 50 - 2000 LBS Capacity	\$53.00	
	190 A Auto Recycling Machines - UnClassified, 1 Hr	\$53.00	
	190 B Health Scales (Inspection & Test)	\$50.00	
	190 C Baby Scales	\$20.00	
	190 D Belt Conveyor Scale (Per Hr Rate)	\$56.00	
	198 Consult/Product Wt Test* (Per Hr Rate)	\$52.00	
	199 Misc Scales - Test & Service (Per Hr Rate)	\$56.00	
	222 Vehicle Tank Meters - Gas & Fuel Oil	\$55.00	
	222 A Vehicle Tank Meters - Motor Oil	\$55.00	
	222 B Vehicle Tank Meters - Milk and Water	\$55.00	

**VILLAGE OF FOX CROSSING FEE SCHEDULE**

Updated April 2024

	230	Blending Pumps - Fixed		\$30.00
	230 A	Blending Pumps - Variable		\$55.00
	231	Computing Pumps		\$30.00
	232	Pumps - Penny Wheels		\$30.00
	233	Limited Range Pumps (1/2 Gal Price)		\$30.00
	234	Computing Pumps - High Output, 20GPM+		\$55.00
	235	Marina Fuel Dispenser		\$55.00
	239	Pumps (Other) - Gas Boys, Liq, Non-Comp		\$30.00
	239 A	Elec Oil Disp Machine (Per Hr Rate)		\$52.00
	240 A	Fabric & Paper Linear Meters		\$15.00
	240 B	Wire, Cordage & Line Meters		\$15.00
	240 C	Rules (YTD Sticks Tapes)		\$3.00
	240 D	(10 FT or More) (Per Hr Rate)		\$52.00
	255	Test Measures (Per Hr Rate)		\$52.00
	261	Taxi Meters		\$19.00
	285	Electronic Pill Counter		\$40.00
	290 A	Bulk Plant or Terminal Meters		\$40.00
	290 B	Point of Sale System Scanners	(1 - 8 scanners)	\$100.00
			( 9 + scanners )	add \$12.50 ea
	290 C	Small Dynamometer		\$19.00
	290 D	Large Dynamometer (Per Hr Rate)		\$56.00
	295	Timers: Driers, Car Wash, Vacuum, Air		\$10.00
	450	Reinspection Fee (1st Visit)		\$58.00
	450 A	Reinspection Fee (2nd Visit)		\$100.00
	450 B	Reinspection Fee (3rd Visit)		\$150.00
	330	Metric (Per Hr Rate)		\$52.00
	340	Troy Weights (Per Hr Rate)		\$50.00
	540	Miscellaneous Scales & Measures (Per Hr Rate)		\$52.00
376-30	590	Late Fee (Per Establishment)		\$60.00

RES #240422-3

**APPROVE ROCKET PLACEMENT AGREEMENT BETWEEN THE NEENAH JOINT SCHOOL DISTRICT AND THE VILLAGE OF FOX CROSSING**

WHEREAS, a new Neenah High School (hereinafter the “School”) has been constructed in the Village of Fox Crossing; and

WHEREAS, the former school had a rocket mounted in front of said school signifying the school’s team name, nickname, and mascot known as the “Rockets”; and

WHEREAS, the District would like a new rocket to be mounted in front of the new School; and

WHEREAS, the United States Army (hereinafter the “Army”) has a program whereby it donates, from time-to-time, used combat material to municipalities and to veterans’ service organizations for the purposes of “static display”; and

WHEREAS, although the District is not an eligible recipient of said combat material, the Village would like to assist the District in providing a display of a rocket, and serve as a sponsor for the rocket; and

WHEREAS, a requirement to allow the Village to serve as a sponsor for the District is for the Village and District to enter into a “Rocket Placement Agreement”, which serves as a lease agreement for the Village to place the rocket on District grounds; and

WHEREAS, the Village and District have drafted a Rocket Placement Agreement, as attached.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves the Rocket Placement Agreement, as attached.

Adopted this 22<sup>nd</sup> day of April, 2024

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

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

---

Dale A. Youngquist, Village President

---

Attest: Darla M. Fink, Village Clerk

## **ROCKET PLACEMENT AGREEMENT**

The Parties to this Rocket Placement Agreement (hereinafter this “Agreement”) are the Neenah Joint School District (hereinafter the “District”) and the Village of Fox Crossing (hereinafter the “Village”).

**WHEREAS**, a new Neenah High School (hereinafter the “School”) has been constructed in the Village.

**WHEREAS**, the former school had a rocket mounted in front of said school signifying the school’s team name, nickname, and mascot known as the “Rockets.”

**WHEREAS**, the District would like a new rocket to be mounted in front of the new School.

**WHEREAS**, the United States Army (hereinafter the “Army”) has a program whereby it donates, from time-to-time, used combat material to municipalities and to veterans’ service organizations for the purposes of “static display.”

**WHEREAS**, although the District is not an eligible recipient of said combat material, the Village would like to assist the District in providing a display of a rocket as set forth in this Agreement.

**NOW THEREFORE**, the Parties do hereby agree as follows:

- 1) The Village agrees to work with the District to complete an application form to the Army to apply to receive a suitable rocket to be displayed in front of the School.
- 2) The Village makes no representation that it will be successful in its application efforts.
- 3) To the extent feasible, the Village will consult with the District throughout the application process to maximize the likelihood that any rocket offered or received from the Army meets the requirements, specifications, and desires of the District.
- 4) The District hereby enters into a ground lease with the Village, whereby the Village is conveyed lease rights to a certain area of land on School grounds identified on **Exhibit A** to enable the Village to permanently display said rocket on a safe and durable and attractive pylon in accordance with any specifications or rules set forth by the District and the Army.
- 5) The Village hereby appoints the District as its agent to cause the construction of necessary facilities, and the erection and installation of said rocket on the land subject to the ground lease as set forth herein.



- 6) Although the District is designated as the Village's agent, the District shall submit any plans for said preparation, construction, and installation for the Village's approval in the Village's absolute discretion.
- 7) The District shall be responsible for any costs of acquisition, compliance, insurance, site preparation, landscaping, construction, erection, installation and maintenance of said rocket before, during, and after receipt and installation.
- 8) In conformance with the Army's rules, all rights to own or possess said rocket shall remain with the Village.
- 9) Notwithstanding the District's obligations as set forth above, any costs of any nature whatsoever affiliated with said rocket, including but not limited to any transportation, acquisition, or construction costs, shall be paid by the District.
- 10) To the extent that any claims or causes of action related to said rocket are alleged against the Village, the District shall indemnify and defend the Village against all such claims.
- 11) The District shall notify its insurer of this Agreement and the prospective and actual placement and construction of said rocket and ensure that adequate insurance coverage is available.
- 12) In the event that the District desires to dispose of said rocket, or in the event that the Army demands the return of said rocket, the District shall pay the cost of transportation and/or disposal.
- 13) By signing below, the undersigned representatives of the District and Village, respectively, hereby intend to bind the Village and District and represent that they have been authorized to do so by their respective Boards.

*(Signatures on following page)*

**NEENAH JOINT SCHOOL DISTRICT**

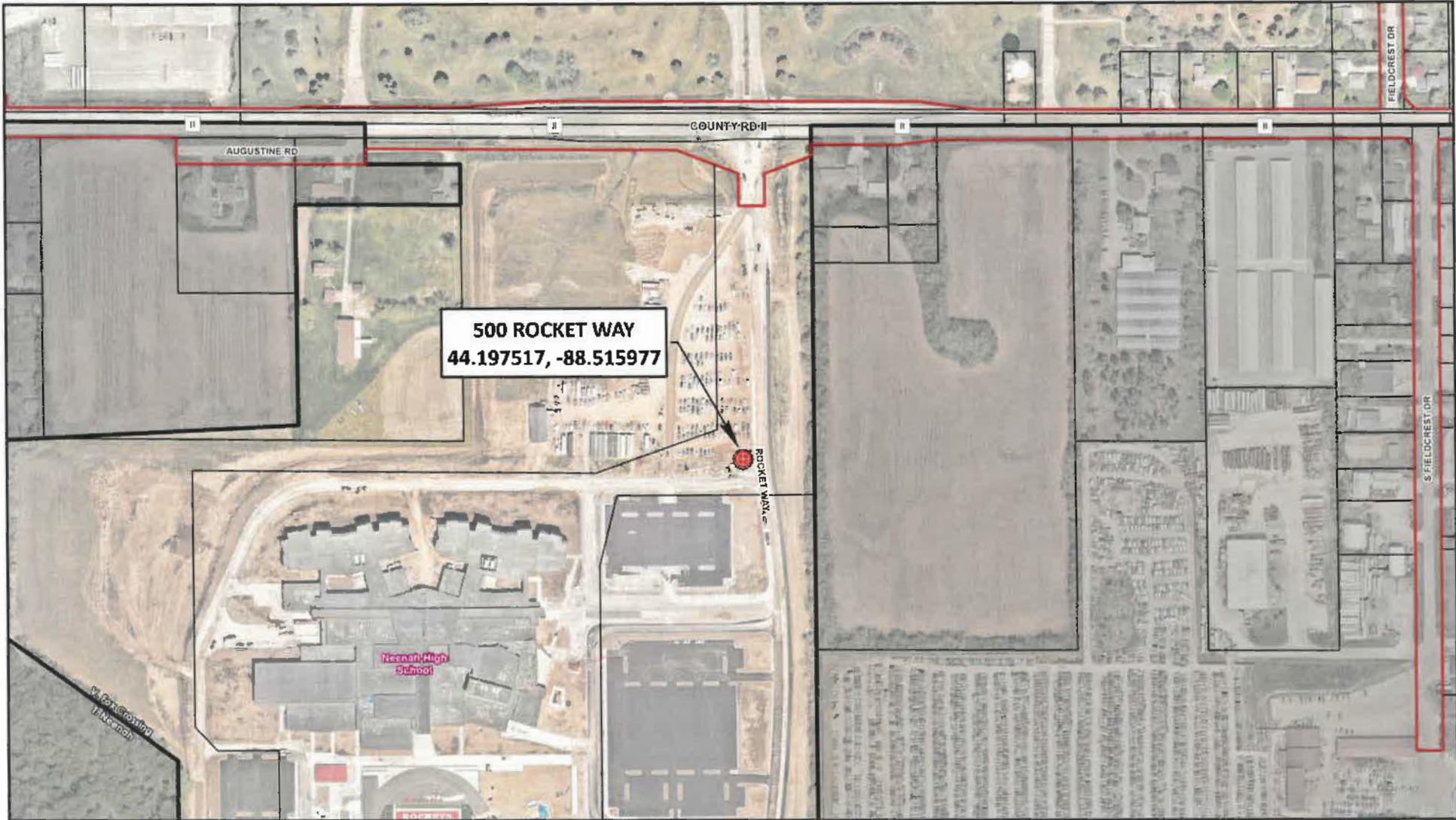
---

**By: Mary Pfeiffer, its Superintendent**

**VILLAGE OF FOX CROSSING**

---

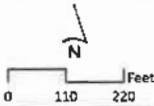
**By: Dale A. Youngquist, its President**



**NEENAH HIGH SCHOOL - ROCKET SIGN LOCATION**

3/20/2024

Legend  
 Rocket Sign Location



Source: Village of Fox Crossing, Winnebago County

Disclaimer: Village of Fox Crossing maps and data are intended to be used for general informational purposes only, and the Village of Fox Crossing assumes no liability for any inaccuracies of the information. Please verify the information and consult with the appropriate authority.



RES #240422-4

**APPROVE ENCROACHMENT AGREEMENT BETWEEN THE CITY OF MENASHA,  
THE MENASHA JOINT SCHOOL DISTRICT, AND THE VILLAGE OF FOX CROSSING**

WHEREAS, the Menasha Joint School District (MJSD) plans to construct a new Maplewood School located at 1600 Midway Road in the City of Menasha; and

WHEREAS, as part of the new Maplewood School construction project, the MJSD plans to construct transitional landscaping along the east border of their property on Midway Road; and

WHEREAS, the City of Menasha and the Village of Fox Crossing jointly share and maintain a 22.5 foot stormwater easement along the east property line of the MJSD's property located on Midway Road; and

WHEREAS, as part of the construction project, the City of Menasha and Village of Fox Crossing are requiring the MJSD to enter into an "Encroachment Agreement", to memorialize the terms in which the MJSD may place landscaping within the joint municipal stormwater easement; and

WHEREAS, the City of Menasha has drafted said Encroachment Agreement, as attached.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves the Encroachment Agreement between the City of Menasha, the Village of Fox Crossing, and the Menasha Joint School District, as attached.

Adopted this 22<sup>nd</sup> day of April, 2024

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

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

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

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

Encroachment Agreement

Document Number

Recording Area  
Name and Return Address

City Attorney's Office  
Menasha, WI 54952

**6-01262-02**  
Parcel Identification Number

CITY OF MENASHA

AND

VILLAGE OF FOX CROSSING

AND

PROPERTY OWNER

This document drafted by Margaret Struve, City Attorney, City of Menasha

## **ENCROACHMENT AGREEMENT**

This Agreement is between the City of Menasha (City), Village of Fox Crossing f/k/a the Town of Menasha (Village), and Menasha Joint School District (Owner). The parties enter into this Agreement for \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is acknowledged.

- A. The Owner is the fee owner of Property commonly known as 1600 Midway Road, which is more particularly described as follows:

Sec 1, T20N, R17E part SW-SE COM 297' E of SW corner, N1320' E785.5' S46' W950', S 46°10' W371.6', S 4°41' E51.4', W 511.6' to POB, City of Menasha, Winnebago County, Wisconsin.

- B. The City and Village benefit from a 22.5-foot-wide permanent public Storm Sewer Easement commencing at the Property's eastern boundary, along the eastern property line of 1600 Midway Road. The City of Menasha and Village of Fox Crossing currently own and are jointly responsible for maintenance of the 60-inch storm sewer within the Storm Sewer Easement, and therefore have the authority to enter into this Agreement. The existing Storm Sewer Easement document is attached hereto as Exhibit A for reference purposes.
- C. Menasha Joint School District is the Property Owner of the Storm Sewer Easement property and is responsible for maintenance of the Easement surface and therefore also has the authority to enter into this Agreement.
- D. The Owner proposes transitional landscaping that would meet the requirements of City of Menasha Municipal Code Sections 13-1-17(b) and 13-1-40(e)(2) related to transitional landscaping, as identified in the Owner's submitted landscape plan identified in Exhibit B, which is attached to this Agreement. The Owner's proposed transitional landscaping, consisting of trees and shrubs, would project into the Storm Sewer Easement at the Property.
- E. No structure or object is allowed to encroach into or obstruct a right of way or public storm sewer easement without the City's and Village's permission. The proposed landscaping, to meet the requirements of City of Menasha Municipal Code Sections 13-1-17(b) and 13-1-40(e)(2) related to transitional landscaping, will encroach into the Storm Sewer Easement, and therefore requires the City's and Village's permission and approval.
- F. The City and Village have reviewed the Owner's request to allow the transitional landscaping to encroach into the Storm Sewer Easement. The City and Village will allow this Encroachment, consisting of the placement of trees and shrubs needed for transitional landscaping to Encroach into the Storm Sewer Easement on the Property, provided its installation is materially similar to the design and specifications submitted for the City's approval, which is attached as Exhibit B, and subject to the terms of this Encroachment Agreement.
- G. A material component of this Agreement is the explicit understanding that the City's and Village's permission for Encroachment is revocable without cost to the City or Village, does not create or give any property right to the Owner or others who have,

or may have in the future, any interest in the Property, and the landscaping continues to be the sole responsibility of the Owner with the City and Village being held harmless. This Encroachment is personal to the Owner and is completely revocable by the City and Village.

- H. The City and Village's permission for this Encroachment is contingent upon the initial, and continuing, compliance with all applicable local, state, and federal statutes, codes, and rules. The Encroachment shall comply with City and Village Ordinances, and also state and federal laws and regulation, regarding related subjects including but not limited to drainage, utilities, setbacks, fencing, zoning, property maintenance, permitting, and landscaping.
- I. The Owner agrees to be solely responsible for the installation and maintenance of the Encroachment, and is solely responsible for any and all personal, property, and all other damage caused by the Encroachment.
- J. The Owner is solely responsible for installing, securing, maintaining, repairing, and replacing the Encroachment. The City's and Village's permission and approval of this Encroachment is not meant to state or imply that the City or Village guarantees or warranties the short- and/or long-term viability, stability, and safety of the Encroachment. The Encroachment is and always remains the sole responsibility and liability of the Owner.
- K. The Owner acknowledges and agrees that the City's and Village's Storm Sewer Easement, and the public utilities and facilities located therein, as well as landscaping located within the Easement, are subject to maintenance, repair or replacement. To that end,
  - 1. The Owner is solely responsible for removing or otherwise protecting the Encroachment if they will be affected by any public or non-public maintenance, repair or replacement projects or activities within the Storm Sewer Easement. The City and/or Village will not be responsible for any costs for the disruption, removal, or repair of the Encroachment.
  - 2. The Owner is solely responsible for protecting the Storm Sewer Easement, and all public utilities and facilities located therein, from adverse effects related to the existence of the Encroachment.
  - 3. In the event that the City and/or the Village is involved with the maintenance, repair, or replacement of public utilities or facilities within the Easement, the City and Village agree to make reasonable efforts to notify the Owner of these projects or activities in advance.
  - 4. If the Owner elects to remove or otherwise take action to protect the Encroachment, such actions must be taken in a manner approved by the City and Village and/or any other party with authority to undertake such work, and undertaken within the timeframe for the City's and Village's anticipated work.
  - 5. The City and Village shall not be responsible for damage to the Encroachment, or any Owner structure, improvement, feature, facility,



or landscaping it has installed within the Easement, related to any public maintenance, repair, or replacement project in the Storm Sewer Easement.

6. The City and/or Village or other party undertaking the work within the Storm Sewer Easement has no obligation to remove, but shall be allowed to remove, at its sole discretion, the Encroachment in the event that a project involving maintenance, repair, and/or replacement of public utilities and facilities within the Easement requires such removal.
  7. The Owner shall be responsible for reinstalling the Encroachment regardless of who removed the Encroachment, and shall continue to comply with the requirements of City of Menasha Municipal Code Sections 13-1-17(b) and 13-1-40(e)(2).
  8. In the event that the City or Village or other party with lawful authority is required to remove or protect the Encroachment, or any Owner facilities or property located on the Encroachment, for purposes described in this Agreement, the Owner gives the City and/or Village permission to enter, access, and alter the Owner's Property at the location of or adjoining the Encroachment area for the sole purpose of removing or protecting the Encroachment, and only to the extent reasonably necessary to achieve those objectives.
  9. The City and Village shall be reimbursed by the Owner for all costs and expenses related to removing or protecting the Encroachment.
- L. Due to the revocable nature of the City's and Village's permission, and the lack of any property rights granted through this Encroachment, the Owner is not eligible for, and specifically disavows, any right to receive compensation of any kind for the removal, repair, or replacement of, in whole or in part, whether temporary or permanent, of the Encroachment.
- M. Although the City and Village acknowledge the Owner's investment in installing the Encroachment, the parties acknowledge that at some point in the future, the City's lawful use of the Easement may conflict with the Owner's Encroachment. Such conflicts will need to be resolved in favor of the City's installation, maintenance, and use of the public utilities and facilities within the Easement. However, except for emergencies, the City and/or Village agree to consult with the Owner and in good faith assist with any approvals or changes necessary to ensure the Owner's reasonable use of its Property. The City's legal obligations to state and federal law, as well as its obligations to its taxpayers and best practices, may require certain changes to the Owner's allowed use of the Encroachment area. Both parties agree to act in good faith to resolve any issue that is required to allow the City to properly operate and maintain its public utilities and facilities. To that end, the following issues may in the future adversely affect, or limit, the Owner's use of the Encroachment:
1. The public use of the Easement prohibits the continued existence and location of the Encroachment, at the City's and/or Village's discretion;

2. The continued existence of the Encroachment would unreasonably limit the intended public use of the Storm Sewer Easement, with such a determination to be made solely by the City and Village;
  3. The Encroachment interferes with or may potentially damage the public utility or related improvements;
  4. The City and/or Village determines that the Encroachment adversely affects the functioning of the utilities and/or facilities within and operation of the Storm Sewer Easement;
  5. Local, state or federal rules, laws, or guidelines relating to easement obstructions, encroachments or uses including public utilities, prohibit the continued location of the Encroachment;
  6. The Owner fails to properly maintain, repair or replace the Encroachment;
  7. Any other lawful reason or circumstance, including without limitation a breach of a term of this Agreement.
- N. The Encroachment shall be removed and the surface restored as required by the City of Menasha's Municipal Code if the City's and/or Village's permission for the Encroachment is revoked or expires. In the event that the Owner fails or refuses to remove the Encroachment that has either been revoked, or has expired, or has otherwise fallen into poor condition or disrepair, the City or Village may, but is not required to, enter Owner's property to remove and dispose of the Encroachment at the Owner's expense.
- O. The Owner releases and will indemnify the City of Menasha, its employees, agents, elected officials, and authorized volunteers, and the Village of Fox Crossing, its employees, agents, elected officials, and authorized volunteers, from all debt, claims, demands, damages, actions and causes of action whatsoever which may result from the Encroachment. The Owner shall protect and hold the City of Menasha and Village of Fox Crossing harmless against all actions, claims and demands of any kind or character whatsoever which are related to the Encroachment.
- P. The parties understand and agree that accidents and incidents related to the Storm Sewer Easement may result in lawsuits or threats of lawsuit against the City and/or Village. Therefore, Owner agrees to indemnify and pay to the City and/or Village all amounts that the City may be required, obligated, or adjudged as responsible to pay, for any dispute or action related to the Encroachment. This indemnification is broad, and shall include damages, attorney's fees and costs, and defense costs. The payments required of the Owner by this paragraph are due no later than 30 days after written request for such indemnification. The Owner agrees that this paragraph shall be liberally construed in favor of the City of Menasha and Village of Fox Crossing, in consideration of the privileges granted by the City and Village under this Agreement.

- Q. At all times during which the Encroachment extends into the Storm Sewer Easement, the Owner's property liability insurance shall cover all potential liabilities related to the Encroachment. The Owner's insurance shall provide reasonable coverage for potential damages to persons and property caused wholly, or in part, by the Encroachment. Minimum insurance coverage related to the Encroachment shall be \$500,000 for each occurrence for bodily injury and property damage liability and \$500,000 general aggregate. The Owner's insurance shall include the City of Menasha and Village of Fox Crossing as additional insured on its policy for claims, liabilities, and damages related to the Encroachments. The Owner's insurance shall provide primary coverage and that any insurance or self-insurance maintained by the City of Menasha or Village of Fox Crossing, their officers, elected officials, agents, employees, or authorized volunteers will not contribute to a loss. The Owner shall annually provide the City and Village with proof of insurance for the Encroachment.
- R. The Owner's responsibilities and liabilities pursuant to this Agreement extend to other agents, representatives, tenants, licensees, or invitees ("others") performing work on Owner's behalf and related to the Encroachment, as well as successors and assigns, and those with any interest in the Property. In the event that the Owner causes others to perform work related to the Encroachment, the Owner shall at times remain responsible, primarily liable, to the City and Village for the actions of the others, regardless of the terms of any separate private agreement it may have with any tenant or person related to the Property which may relate to the Encroachment.
- S. The Owner agrees to be bound by the terms of this Agreement regardless of the existence of any other Agreements with the City or Village related to the Encroachment.
- T. This Agreement is solely for the benefit of the parties, and this Agreement is not intended to benefit any third party.
- U. The election to enforce or not enforce any provision of this Agreement, as well as the timing of such enforcement, shall be at the City's and Village's sole discretion and shall not act as a waiver of any rights to exercise any right relating to the Encroachment in the future.
- V. This Agreement shall incorporate and apply all immunities and limitations provided to and protecting municipalities within the Wisconsin Statutes, regardless of whether a claim is based upon contract, tort, or other theory. The City and Village do not waive such immunities and limitations and shall be able to rely on them through this Agreement.
- W. The Encroachment shall not constitute a property right and the City's and Village's permission therefore shall not run with the land. This Agreement may be recorded with the Register of Deeds for the purpose of providing notice and clarity of the fact that property rights are not granted, and the City's and Village's authority is not limited.

- X. The City's and Village's permission is personal to the Owner, and cannot be transferred or assigned to any other person or entity, whether voluntarily or involuntarily. Permission for the Encroachment is revoked immediately and without notice as of the time that any person or entity other than the Owner identified in this document becomes a fee owner, whether in whole or in part, of the Property. Any delay in the City's or Village's enforcement of this Agreement shall not adversely affect its right to pursue compliance with the Owner. The City's and Village's permission is also immediately revoked where the Property is transferred to any separate entity, even if the Owner as defined above is the sole or partial Owner to the separate entity.
- Y. This Agreement shall become effective upon the last date all parties have signed below.
- Z. The persons signing this Agreement on behalf of any entity have asserted that they are authorized enter into this Agreement without limitation or restriction, and the other parties have reasonably accepted those assertions.

DRAFT

**PROPERTY OWNER: MENASHA JOINT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Matt Zimmerman, MJSD Superintendent

STATE OF WISCONSIN )  
 ) SS.  
WINNEBAGO COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Matt Zimmerman, to me known to be the person(s) who executed the foregoing document and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**CITY OF MENASHA**

By: \_\_\_\_\_  
Don Merkes, Mayor

And: \_\_\_\_\_  
Valerie Neuman, City Clerk

STATE OF WISCONSIN )  
 ) SS.  
WINNEBAGO COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Don Merkes, Mayor, and Val Neuman, City Clerk, of the City of Menasha, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**VILLAGE OF FOX CROSSING**

By: \_\_\_\_\_  
Jeff Sturgell, Village Manager

And: \_\_\_\_\_  
Darla Fink, Village Clerk

STATE OF WISCONSIN )  
 ) SS.  
WINNEBAGO COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above-named Jeff Sturgell, Village Manager, and Darla Fink, Village Clerk, of the Village of Fox Crossing, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

(72)

CPT REVISED 2/14/85

**CITY OF MENASHA/TOWN OF MENASHA**  
**MIDWAY ROAD STORM SEWER PROJECT**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**PERMANENT EASEMENT**



FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned owners do hereby grant to the City of Menasha and Town of Menasha, both Wisconsin Municipal Service Corporations, of Winnebago County, Wisconsin, easements pertaining to the passing of storm sewer water, as set forth hereinafter.

1. The legal description of the temporary construction easement is attached hereto as Exhibit A.

2. The legal description of the permanent storm sewer easement is attached hereto as Exhibit B.

3. The temporary construction easement is granted for the purpose of the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavation materials, and for other purposes incidental to the initial work of storm sewer construction, through date of completion of the storm sewer construction project.

4. The permanent easement portion of this easement, as described at Exhibit B, shall be for the continuous use of the easement premises, for storm sewer drainage, and shall include the right, hereinafter, of the above municipal corporations to enter upon the easement area for the purposes of maintenance and repair of said storm sewer.

5. This easement shall bind the grantors, their heirs, agents and assigns, now and forever.

6. Both the temporary construction easement and the permanent easement for storm sewer purposes allow the above municipal corporations, their heirs and assigns, the right to enter, pass over and use the easement premises for the purposes hereinbefore stated.

7. This temporary easement shall expire the twelfth month after the actual storm sewer construction has been completed.

8. The grantees, the above-stated municipal corporations, shall restore the premises to their original condition. The grantees, the above municipal corporations, shall also restore the premises to original condition following any subsequent repairs or maintenance of the storm sewer.

IN WITNESS WHEREOF, the grantors below stated have hereunto set their hands and seals, this 24 day of JUNE, 1985.

GRANTORS: Menasha Joint School District.

Kenneth E. Meatsen (SEAL)  
Kenneth E. Meatsen

Glady's Stepanski (SEAL)  
Glady's Stepanski

STATE OF WISCONSIN )  
                          ) ss.  
COUNTY OF WINNEBAGO)

Personally came before me this 24 day of June, 1985, the above-named Meatsen and Stepanski, to me known to be the persons who executed the foregoing instrument and acknowledged the same; that in the case of acknowledgement as a corporate grantor, the aforementioned acknowledge that they executed the foregoing instrument as the officers and as the act and deed of said corporation.

Ruth Tuggert  
Ruth Tuggert, Notary Public  
State of Wisconsin  
My Commission August 11, 1985.

THIS INSTRUMENT DRAFTED BY:

Charles J. Hartzheim, Attorney  
HERRLING, CLARK, HARTZHEIM & BIDDALL, LTD.  
301 North Lyndale Drive  
Appleton, WI 54914  
414/739-7366



. STORM SEWER EASEMENT  
for  
CITY of MENASHA and TOWNSHIP of MENASHA  
From  
MENASHA JOINT SCHOOL DISTRICT

Leaseholders: U. W. Fox Valley Extension

A 22-1/2 foot wide permanent easement and a 42-1/2 foot wide temporary construction easement located in the Southeast 1/4 of Section One (1), Township Twenty (20) North, Range Seventeen (17) East, City of Menasha, Winnebago County, Wisconsin, the East line of the easement is described as follows:

Beginning at the Northwest corner of Oak Ridge Gardens, a recorded subdivision; thence the following four calls along the Westerly line of said plat; South 00°39' East, 240 feet to Point "A"; thence continue South 00°39' East, 707 feet; thence South 43°16' West, 371.528 feet to Point "B"; thence due South 79.996 feet to the point of termination of the Easterly line of the storm sewer easement.

And beginning at Point "A"; thence South 89°21' West along the centerline of a 30 foot wide permanent easement 42.5 feet to the point of termination of the centerline of the storm sewer easement.

And beginning at Point "B"; thence South 43°16' West along the centerline of a 30 foot wide permanent easement and a 50 foot wide temporary construction easement to the South line of said Southeast 1/4 and the point of termination of the centerline of the storm sewer easement.

And a 20 foot wide permanent easement and a 40 foot wide temporary construction easement. The south line of the easement is the North line of the South 33.00 feet of said Southeast 1/4 bounded on the East by Oak Ridge Gardens and on the West by the East line of the West 297 feet of the said Southeast 1/4.

McMahon Associates, Inc.  
5/25/84 (Rev. 8/30/84)  
DMS:erb (File ID 1916A)

EXHIBIT A & B



641305  $\frac{H}{11}$

Register's Office  
Winnabago County, Wis.

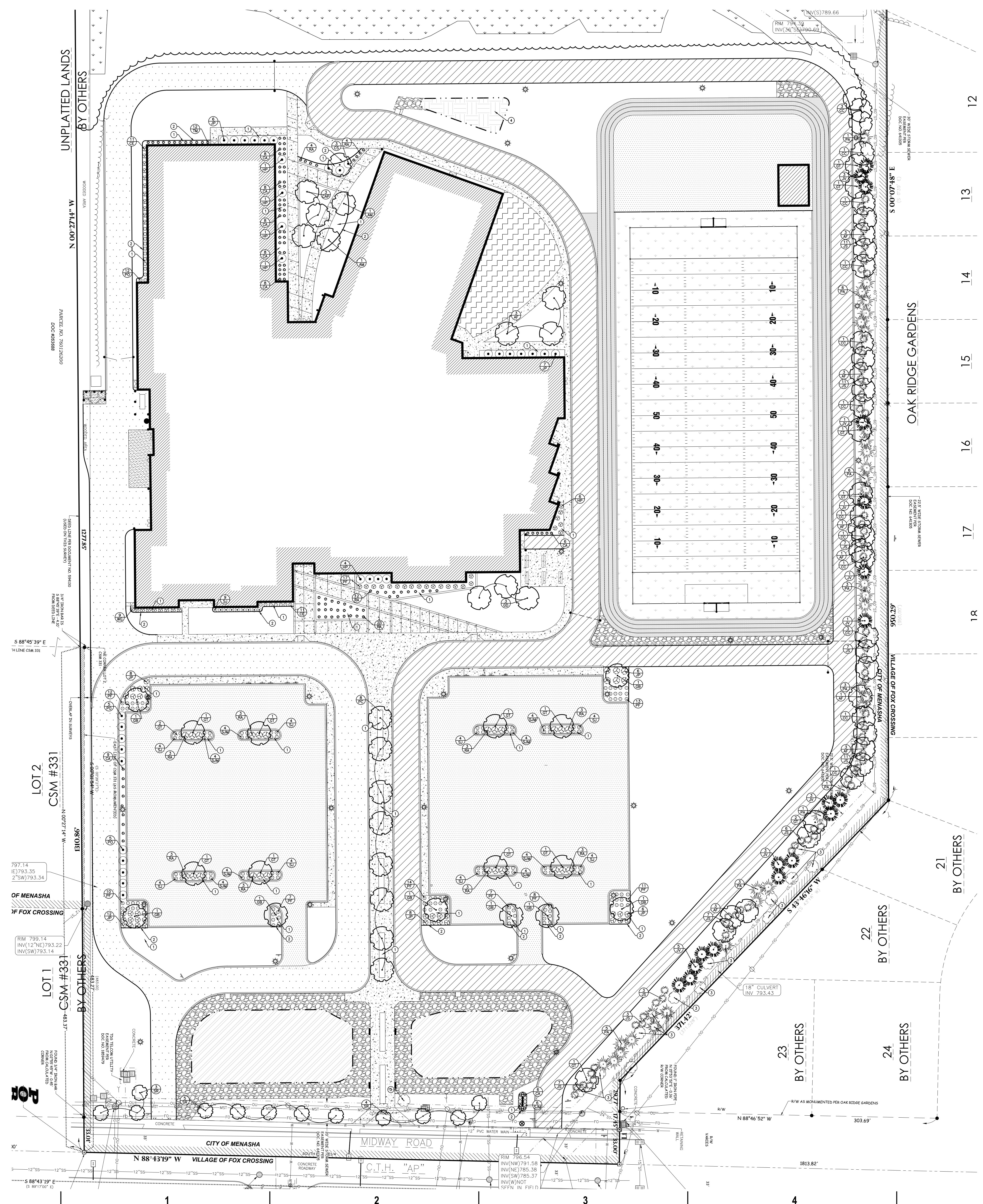
Received for record  
this 6<sup>th</sup> Day of

November  
A.D., 1985 at  
9.00 o'clock AM

*Margaret Mahoney*  
REGISTER OF DEEDS

*drafted*

*Pd.  
8*



**GENERAL NOTES:**

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
- SEED/FERTILIZE/CRIMP HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION.
- ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.
- ALL TREES SHALL BE STAKED WITH A MINIMUM OF THREE STAKES.
- ALL TREES IN THE TURF AREA SHALL HAVE A 5' DIAMETER CIRCLE OF 4" DEPTH SHREDDED HARDWOOD BARK MULCH.
- 3" DEPTH OF SHREDDED HARDWOOD BARK MULCH SHALL BE PLACED IN ALL SHRUB PLANTING BEDS.
- DEWITT WEED BARRIER-20 YEAR SHALL BE PLACED BENEATH ALL SHREDDED BARK MULCH IN PLANTING AREAS.
- CURV-RITE LANDSCAPE EDGING (SERIES 3000, 3/16" X 4", WITH MILL FINISH) OR APPROVED EQUAL SHALL BE PLACED AROUND ALL LANDSCAPE BEDS.
- COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

**PLANTING SCHEDULE:**

TREES SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AF	ACER X FREEMANII 'JEFFREY'	AUTUMN BLAZE MAPLE	2" CAL.	40-60" H & W	18
AG	AESULUS GLABR	OHIO BUCKEYE	2" CAL.	40" T & 25" W	2
AM	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY (SINGLE STEM)	2" CAL.	25" T X 25" W	3
CAP	CORNUS ALTERNIFOLIA	PAGODA DOGWOOD	6" HT.	25" T X 25" W	3
CC	CARPINUS CAROLINIANA	AMERICAN HORSEBEAM	2" CAL.	30" T X 25" W	16
GB	GINKGO BILOBA 'SENTRY' (MALE)	MAIDENHAIR TREE	2" CAL.	40" T X 25" W	8
GD	GYNOCLADUS DIOICUS 'STATELY MANOR'	STATELY MANOR KENTUCKY COFFEE TREE	2" CAL.	60-75" T X 40-50" W	3
GT	GLEDITSIA 'TRICANTHOS INERMIS 'SKYCOLE'	SKYLINE THORNLESS HONEYLOCUST	2" CAL.	35-45" T X 25-35" W	15
JV	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	6" HT.	40" T X 20" W	18
PC	PIRUS 'CALLERYANA 'BRADFORD'	ORNAMENTAL PEAR	1.5" CAL.	30" T X 20" W	8
PA	PICEA ABIES	NORWAY SPRUCE	6" HT.	45" T X 25" W	29
SR	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	2" CAL.	25" T X 15" W	12
SHRUBS SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
CI	CEANOTHUS AMERICANUS	NEW JERSEY TEA	2 1/2"	3-4" T & W	22
CS	CORNUS STOLONIFERA 'FARROW'	ARCTIC FIRE RED TWIG DOGWOOD	2 1/2"	3-4" T & W	3
HP	HYDRANGEA PANICULATA 'BOBO'	BOBO PANICLE HYDRANGEA	2 1/2"	2.5-3" T X 3-4" W	14
JP	JUNIPERUS X PFITZERIANA 'KALLAY'S'	KALLAY'S COMPACT PFITZER JUNIPER	2 1/2"	2-3" T X 4-6" W	53
JS	JUNIPERUS X PFITZERIANA 'SEA GREEN'	SEA GREEN PFITZER JUNIPER	2 1/2"	4-6" T X 6-8" W	74
PF	POTENTILLA FRUTICOSA 'GOLD STAR'	GOLD STAR POTENTILLA	2 1/2"	2" T X 3" W	99
PO	PHYSCARPUS OPULIFOLIUS 'SMPOTW'	TINY WINE NINEBARK	2 1/2"	3-4" T & W	22
RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	2 1/2"	2-3" T X 6" W	67
SJ	SPIRAEA JAPONICA 'NEON FLASH'	NEON FLASH SPIREA	2 1/2"	2-3" T & W	32
SJM	SPIRAEA 'WALSUBA'	MAGIC CARPET SPIREA	2 1/2"	18-24" T X 24" W	38
TM	TAXUS X MEDIA 'DENSIFORMIS'	DENSE SPREADING YEW	2 1/2"	3-4" T X 4-6" W	12
WG	WEIGELA FLORIDA 'WINE & ROSES'	WINE & ROSES WEIGELA	2 1/2"	4-5" T X 4-5" W	9
GRASSES	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
CA	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FOERSTER'S FEATHER REED GRASS	#2 POT	4-6" T X 2" W	61

**KEYNOTES:**

- LANDSCAPE MULCH-SEE GENERAL NOTES #7 & #8
- LANDSCAPE EDGING, TYP.- SEE GENERAL NOTE #9
- EXISTING TREES TO REMAIN
- BIO-RETENTION BASIN. SEE DETAIL 1/L1.0

**LANDSCAPE REQUIREMENTS:**

REQUIREMENT: AT LEAST 50 PERCENT OF BUILDING PERIMETER LANDSCAPING SHALL BE LANDSCAPED UTILIZING PLANT MATERIALS OTHER THAN TURF. PLANT MATERIALS SHALL BE COMPRISED OF A MINIMUM OF 25 PERCENT EVERGREENS BUT NO MORE THAN 50 PERCENT EVERGREENS.

TOTAL BUILDING PERIMETER: 2,121 L.F. / 2 = 1061 L.F. REQUIRED

PROPOSED: 1,092 L.F. BUILDING PERIMETER PLANTING

REQUIREMENT: AT LEAST ONE CANOPY TREE, NOT LESS THAN 1.5 INCH CALIPER SHALL BE PROVIDED FOR EVERY 35 LINEAR FEET ALONG THE PERIMETER OF THE SITE ADJACENT TO THE STREET.

TOTAL LANDSCAPE PERIMETER: 512 L.F. / 35 = 16 TREES

PROPOSED: 16 (4-EXISTING) (12-PROPOSED) USED SMALLER ORNAMENTAL TREES IN LIEU OF CANOPY TREES SINCE THERE ARE EXISTING OVERHEAD POWER LINES

REQUIREMENT: PARKING LOTS 5,000 SQUARE FEET OR LARGER SHALL PROVIDE INTERIOR LANDSCAPING AREAS TOTALING NOT LESS THAN 10 PERCENT OF THE PARKING AREA.

TOTAL PARKING AREA: 71,560 S.F. / 10% = 7,156 S.F. OF LANDSCAPE PARKING AREA

PROPOSED: 8,450 S.F. OF LANDSCAPED PARKING AREA

**BENCHMARK:**

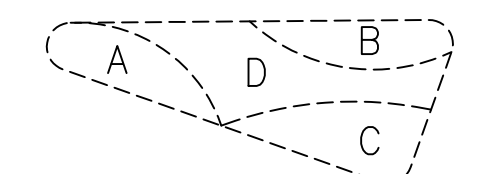
ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.

**BENCHMARK #1**  
BURY BOLT ON HYDRANT  
LOCATED ON THE NORTH SIDE OF C.T.H. "AP", SOUTH OF THE MAPLEWOOD MIDDLE SCHOOL BUILDING.  
ELEVATION = 799.92'

**BENCHMARK #2**  
CHISELED SQUARE ON EAST SIDE OF LIGHT POLE BASE.  
LOCATED ON THE WEST SIDE OF THE PARKING LOT, WEST OF THE MAPLEWOOD MIDDLE SCHOOL BUILDING.  
ELEVATION = 802.85'

**UTILITY DISCLAIMER:**

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY REVEAL THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.



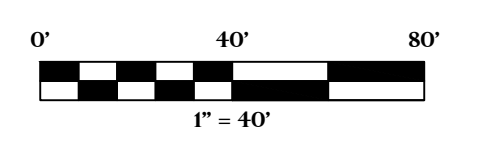
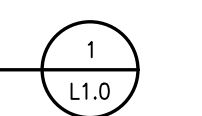
**NORTH BASIN**

PLANT CLUSTER	SIZE	TOTAL PLUGS
A	PLUG	365
B	PLUG	325
C	PLUG	440
D	PLUG	690

BOTANICAL NAME	COMMON NAME
A-ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER
B-RUELLIA HUMILIS	WILD PETUNIA
C-ECHINACEA PURPUREA	PURPLE CONEFLOWER
D-ELYMUS VIRGINICUS	VIRGINIA WILD RYE

**BIO-RETENTION BASIN PLANTING**



**Point of Beginning**  
Civil Engineering  
Land Surveying  
Landscape Architecture  
4941 Kirshling Court  
Stevens Point, WI 54481  
715.344.9999 (Ph)  
715.344.9922 (F)

PROJECT INFORMATION  
**MAPLEWOOD SCHOOL**

1600 MIDWAY RD., MENASHA, WI

ISSUANCE AND REVISIONS

DATE	DESCRIPTION
09/14/2023	BID PACKAGE - CONSTRUCTION DOCUMENTS

KEY PLAN

SHEET INFORMATION

PROJECT MANAGER JM  
PROJECT NUMBER 321169-01

LANDSCAPE PLAN  
**L100**

RES #240422-5

**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 expired on April 16, 2024; and

WHEREAS, at the April 22, 2024 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 16, 2024, 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 22<sup>nd</sup> day of April, 2024

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

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

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

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

RES #240422-6

**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 #3 Gregory Ziegler’s term serving as a Village of Fox Crossing representative to the Fox West Regional Sewerage Commission expired on April 16, 2024; and

WHEREAS, at the April 22, 2024 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 16, 2024, 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 22<sup>nd</sup> day of April, 2024

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

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

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

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



RES #240422-7

**REAPPOINTMENT OF PLANNING COMMISSION CHAIRMAN – DENNIS JOCHMAN**

WHEREAS, the term of Planning Commission Chairman Dennis Jochman expires on April 30, 2024; and

WHEREAS, Chairman Jochman has expressed interest in reappointment to the Village of Fox Crossing Planning Commission; and

WHEREAS, Dale Youngquist, Village President of the Fox Crossing Board of Trustees, recommends Dennis Jochman’s reappointment as Chairman to the Planning Commission.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, that Dennis Jochman be reappointed to a three (3) year term as Planning Commission Chairman on the Village of Fox Crossing Planning Commission commencing May 1, 2024 and ending April 30, 2027.

Adopted this 22<sup>nd</sup> day of April, 2024

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

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

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

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

RES #240422-8

**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, 2024.

WHEREAS, Village President Dale Youngquist hereby nominates Community Development Director Dearborn, to be reappointed for a one (1) year term beginning June 1, 2024 through May 31, 2025.

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, 2024 and ending May 31, 2025.

Adopted this 22<sup>nd</sup> day of April, 2024

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

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

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

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

RES #240422-9

**2024 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 top soil 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 22, 2024 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 25, 2024.

Adopted this 22<sup>nd</sup> day of April, 2024

*Requested by: Amanda Geiser, Director of Parks & Recreation*

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

---

Dale A. Youngquist, Village President

---

Attest: Darla M. Fink, Village Clerk

RES #240422-10

**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:

Angella Gilson – Approved

Kayla Weiss – Approved

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees recommends the above applicants recommended for approval be approved, pending payment, successful background checks, and completion of a state-approved alcohol awareness training program, for the licensing period beginning July 1, 2022 - June 30, 2024.

Adopted this 22<sup>nd</sup> day of April, 2024

*Requested by: Scott Blashka, Police Chief*

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

---

Dale A. Youngquist, Village President

---

Attest: Darla M. Fink, Village Clerk



RES #240422-11

**EXPENDITURES**

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,275,566.89

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

Pending:		
General Fund	\$	192,634.39
Special Revenue Fund	\$	82,528.95
Debt Fund	\$	-
Capital Projects Fund	\$	141,271.37
Water Fund	\$	59,386.69
Sewer Fund	\$	22,088.28
Stormwater Fund	\$	30,946.55
Trust & Agency Fund	\$	-
Special Processed Payments	\$	746,710.66
Total:	\$	<u>1,275,566.89</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 22nd day of April, 2024.

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

---

Dale A. Youngquist, Village President

---

Attest: Darla M. Fink, Village Clerk

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

**EXPENDITURE SUMMARY**

For Accounts Payable Period Ending: April 16, 2024  
 For Village Board Meeting of: April 22, 2024

<b>REGULAR PROCESSED CHECKS</b>	<b>AMOUNT</b>
General Fund	\$192,634.39
Special Revenue Funds	\$82,528.95
Debt Fund	\$0.00
Capital Projects Fund	\$141,271.37
Water Fund	\$59,386.69
Sewer Fund	\$22,088.28
Stormwater Fund	\$30,946.55
Trust & Agency Fund	\$0.00
<b>Total Bills for</b>	<b>April 22, 2024</b>
	<u><u>\$528,856.23</u></u>

**SPECIAL PROCESSED PAYMENTS**

<b>CHECK #</b>	<b>PAYEE</b>	<b>DEPT. /PURPOSE</b>	<b>AMOUNT</b>
	Village Specials	4/3-4/16/2024	**See Attached Listing** \$229,750.39
ACH	Employee Benefits Corp	4/4-4/16/2024	Flex Spending Claims \$2,105.53
ACH	ETF	4/11/2024	Retirement \$87,696.56
ACH	WDC	4/11/2024	Deferred Comp \$6,743.19
ACH	Elavon	4/5/2024	March CC Fees \$782.78
ACH	American Express	4/5/2024	March CC Fees \$21.76
ACH	North Shore Bank	4/11/2024	Deferred Comp \$1,495.00
ACH	WI DOT	4/11/2024	Suspension Fees \$33.00
ACH	ETF	4/11/2024	Medical Ins \$156,831.28
50043-50051	Payroll	4/11/2024	Payroll \$1,104.17
ACH	Payroll	4/11/2024	Payroll \$189,233.50
ACH	Payroll	4/11/2024	Taxes \$70,913.50
<b>Total Special Processed Payments</b>			<u><u>\$746,710.66</u></u>
<b>GRAND TOTAL</b>			<u><u>\$1,275,566.89</u></u>