

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, July 24, 2023 - 6:00 p.m.
Municipal Complex - Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956
Agenda

1. Call to Order, Pledge of Allegiance and Roll Call
2. Awards/Presentations
3. Public Hearings
4. Minutes to Approve/ Minutes and Correspondence to Receive
Minutes to Approve
 - a) Regular Village Board Meeting – July 10, 2023Minutes and Correspondence to Receive
 - b) Board of Review Meeting Minutes – June 5, 2023
 - c) Park Commission Meeting Minutes – June 14, 2023
 - d) Planning Commission Meeting Minutes – June 21, 2023
5. **Public Comments Addressed to the Village Board.** Individuals properly signed in may speak directly to the Village Board on non-repetitive Village matters whether on, or not on the agenda. However, no announcements of candidacy for any elected position or “electioneering” will be permitted. Commenters must be orderly, wait to be called, speak from the podium, and direct their comments to the Board. A maximum of **2-minutes** per person is allowed and you must return to the audience when signaled to do so. The total time allocated for public comments shall not exceed 30 minutes. Public comment is not permitted outside of this public comment period. *Note:* The Board’s ability to act on or respond to public comments is limited by Chapter 19, WI Stats. To address the Village Board, complete the Public Participation signup sheet.
6. Discussion Items
7. Unfinished Business
8. **New Business- Resolutions/Ordinances/Policies**
 - a) 230724-1:ORD Amend Fox Crossing Municipal Code Chapter §435.7-17, Table 7-6, Dimensional Standards by Zoning District R-2 *First Reading, Second Reading & Adoption*
 - b) 230724-1 Approve Intergovernmental Equipment Sharing Agreement Between Area Fire Departments
 - c) 230724-2 Authorization to Order Street Department Replacement Tandem Axle Truck Chassis for Delivery in 2024 and 2025
 - d) 230724-3 Operator License Applicants
 - e) 230724-4 Expenditures
9. **Reports**
 - a) Police Chief Scott Blashka – Police National Night Out Event will be held on Tuesday, August 1, 2023 from 5:00 p.m. to 8:00 p.m., Located at Palisades Park
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, July 10, 2023**

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 Koeppel, Gregory Ziegler, Mark Englebert, and Dale McNamee (via teleconference). Excused: Barbara Hanson.

Also Present: Village Manager Jeffrey Sturgell, Deputy Director of Finance Myra Piergrossi, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Street Superintendent Randy Gallow, Utility Superintendent David Tracey, Attorney Andrew Rossmeissl, and Engineer Lee Reibold. Excused: Engineer Bradley Werner and Director of Parks & Recreation Amanda Geiser. There were 68 attendees.

2. Awards / Presentations

a) Introduction and Ceremonial Oath of Office of Newly Promoted Fire Chief Todd Sweeney – Police & Fire Commission President Tom Gritton

Tom Gritton provided Chief Sweeney's history with the Fox Crossing Fire Department, and stated he is confident in the leadership he will continue to provide. He stated he is already a well-respected leader who understands the needs and abilities of those in the department. Clerk Fink administered the Oath of Office and Chief Sweeney's daughter pinned his new badge.

Chief Sweeney thanked the Police & Fire Commission for their confidence, former Chief Brian Harbison for his leadership, and thanked the entire department for their service to the community. President Youngquist thanked the Police & Fire Commission as it has been a busy several years and they've done an outstanding job with their selections including another excellent choice tonight.

b) Introduction and Ceremonial Oath of Office of Newly Promoted Assistant Fire Chief Shawn Bordeaux – Fire Chief Todd Sweeney

Chief Sweeney provided Assistant Chief Bordeaux's history with the department, along with his service to Gold Cross Ambulance Service. In his role as Division Chief of Training, he established the Officers Academy to produce officers in the department and implemented a thorough EMS Training program as well. He is a well-respected leader and integral part of the department and he looks forward to working with him for years to come. Clerk Fink administered the Oath of Office and Assistant Chief Bordeaux's daughter pinned his new badge.

c) Fire Department Lieutenant Helmet Presentation to Firefighter Zack Parish – Fire Chief Todd Sweeney

Chief Sweeney provided Lieutenant Parish's history with the Fire Department which began in July 2019, where Zach quickly obtained his Firefighter and EMS certifications. He was a member of the first group to complete the Officer's Academy. He also found a passion in maintenance, and joined this team where he began doing maintenance and repairs on Fire

Department equipment and has saved the Village thousands of dollars that would have otherwise been contracted out. He has also assisted with the design and layout of the new engine that is on order. Clerk Fink administered the Oath of Office and Lieutenant Parish's wife pinned his new badge.

3. **Public Hearings**

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

Minutes to Approve

- a) Special Village Board Meeting - June 26, 2023
- b) Regular Village Board Meeting – June 26, 2023

Minutes and Correspondence to Receive

MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to approve the minutes and accept these minutes into record. Motion carried.

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

6. **Discussion Items**

7. **Unfinished Business**

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

- a) 230710-1 Annual Mobile Home Park License Renewals for the Term August 1, 2023 through July 31, 2024

MOTION: Trustee Van Dyke, seconded by Trustee Ziegler to approve as submitted. Motion carried.

- b) 230626-1:ORD Amend Fox Crossing Municipal Code Chapter §419-10(B)(14) Street Trees, by Repealing Street Trees Requirement *Second Reading & Adoption*

MOTION: Trustee Ziegler, seconded by Trustee Koeppe to approve the Second Reading and Adoption as submitted. Motion carried.

- c) 230710-2 Operator License Applicants

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

- d) 230710-3 Expenditures

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

9. **Reports**

10. **Closed Session**

11. **Adjourn**

At 6:22 p.m., **MOTION:** Trustee Koeppe, seconded by Trustee Ziegler to adjourn. Motion carried.

Respectfully submitted,

Darla M. Fink, Village Clerk

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

VILLAGE OF FOX CROSSING - BOARD OF REVIEW
Municipal Complex – Arden Tews Assembly Room
Monday, June 5, 2023 – 4:30 p.m. (At least two hours)

Minutes

1. Call Board of Review to Order

At 4:30 p.m., Board of Review Secretary/Village Clerk Darla Fink called the Board of Review to order.

2. Roll Call

Clerk Fink confirmed the meeting will convene for at least two hours and took roll call noting those present including Members Michael Van Dyke, Kris Koeppe, Gregory Ziegler, Jason Patzwald, Barbara Hanson, Dale Youngquist, along with Assessor Kyle Kabe of Accurate Appraisal LLC and Attorneys Andy Rossmeissl and Andy Michelletti of Herrling Clark Law Firm Ltd. There was one audience member present.

3. Confirmation of Board of Review and Open Meetings Notices

Clerk Fink confirmed the Notices of Open Book and Board of Review were published in the Appleton Post Crescent and posted at the following locations on April 12, 2023:

- * Municipal Complex bulletin board and front glass door
- * Fox Crossing Community Center
- * Fire Station #40
- * Evergreen Credit Union
- * Fox Crossing Website

The Agenda for this meeting was posted at the previously listed locations on May 19, 2023.

4. Select Chairperson for the Board of Review

MOTION: Member Van Dyke, seconded by Member Ziegler to appoint Dale Youngquist as Chairperson for the Board of Review. Motion carried.

5. Select Vice-Chair for the Board of Review

MOTION: Member Koeppe, seconded by Member Patzwald to appoint Gregory Ziegler as Vice-Chairperson for the Board of Review. Motion carried.

6. Verification of Mandatory Training Requirements

Clerk Fink announced that Dale Youngquist, Kris Koeppe, Jason Patzwald, and Barbara Hanson were certified for 2023 Board of Review Training as required by law.

7. Verification of Adoption of Ordinance Providing for the Confidentiality of Income and Expense Information Provided to the Assessor in Objections to Property Valuation

Clerk Fink confirmed the Village adopted this Ordinance on October 9, 2000.

8. Verification of Adoption of Policy for the Procedure for Sworn Telephone and Sworn Written Testimony

Clerk Fink confirmed the Village adopted this Policy on August 25, 2015.

9. **Filing and Summary of Annual Assessment Report by Accurate Appraisal, LLC and Receipt of the Assessment Roll**

Assessor Kyle Kabe presented the 2023 Assessment Rolls to Clerk Fink. Assessor Kabe and Clerk Fink certified the Assessment Rolls for both Winnebago and Outagamie Counties by filing the Assessor's Affidavits and applying their signatures.

10. **Proceed to Hear Objections Filed by Property Owners, if any and if proper notice/waivers given**

Clerk Fink announced the first case and confirmed the Objector properly completed an Objection to Real Property Assessment Form and filed it timely with the Clerk's Office.

Property Owner: Mike DeBruin, 2291 Ladybird Drive, Neenah, Wisconsin

Parcel No.: 121-5806

Property Classification: Residential

Original Assessed Value: \$310,000.00

Objector's Opinion of Assessed Value: \$243,594.00

Objector's Exhibits: Objector's Neighborhood Comparison Chart

Assessor's Exhibits: Assessor's Comparable Properties Sheet

Clerk Fink swore in all parties providing testimony for this case including Mike DeBruin and Assessor Kyle Kabe.

Mr. DeBruin stated he received his Notice of Changed Assessment and thought it was a bit high. He completed a non-biased neighborhood comparison to determine an average price per square foot that he calculated to be \$153.30/sq. ft. which he then multiplied by his square footage to come up with his opinion of value for his property. He provided copies of the neighborhood comparable properties he used for these calculations to the Board, Assessor, Clerk, and Attorneys.

Mr. DeBruin stated he communicated with Accurate Appraisal via e-mail only. He understands Accurate's argument of different style homes, ages, basement size, etc. having different values. He doesn't know how else to compare his property to others than by taking this non-biased approach of all houses within a half mile of his property.

Member Van Dyke asked for more information on 1089 Grassy Plains Drive due to the sale price being considerably lower than the rest of the properties. Assessor Kabe stated he can explain why this sale was lower when it is his chance to speak. Chairman Youngquist asked Mr. DeBruin if he has any other evidence to support his value other than this comparable chart. He stated he did not.

Assessor Kabe first responded to the two lowest price per square foot properties listed on Mr. DeBruin's comparable chart. He stated both of those sales are invalid sales, meaning they were not listed on the open market and can't be used in comparison with other sales. He also stated the selling prices for both are much lower than their assessed values and provided the current assessed values of both of these properties.

Assessor Kabe handed out his property comparables sheet to all Board Members, Attorneys, Clerk, and Objector. He explained his comparables, and pointed out the

average adjusted price of \$175.37/sq. ft. which includes the invalid sales. The Objector's current price per square foot is \$175.20, which is lower than this average. He explained the difference between how Accurate calculates dollar per square foot compared to the Objector. Accurate Appraisal removes the land value prior to calculating this number and the Objector did not.

Vice Chairman Ziegler asked about differences in attachments listed on Accurate's comparables sheet. Assessor Kabe indicated an attachment could be a deck, patio, additional garage size, etc. The exact attachment detail is in their system and are accounted for specifically.

Chairman Youngquist questioned the purchase price the buyer listed on his Objection Form of \$17,000. The Objector indicated that was the purchase price for the land only, the house cost \$150,000 for a total of \$167,000 purchased eight years ago.

Assessor Kabe also explained how the square footage in the basement level is worth less than square footage on the upper/main levels. He stated he has spoken with Mr. DeBruin over the past few years and they have previously settled on a lower number, however the reason this is a case this year is because of recent sales of comparable properties and Accurate's opinion that this property is assessed exactly as it should be. Last year, this Objector's assessment was adjusted to \$290,000, so the change this year which comes out to a 7.1% increase compared to last year.

Mr. DeBruin compared his home to the properties listed on the Assessor's comparable sheet. He stated the Forest Glen home is brand new, all brick, and has a three car garage. The Lacewing Drive home has a 3 car garage and the Ladybird Drive home sold early last year when everything was selling so fast and was the highest priced sale in a while in this neighborhood along with having a 3 car garage. He stated in his opinion 3 car garage homes shouldn't be comparable to 2 car garage homes. He asked Assessor Kabe who assesses the sales that he states are invalid sales. Assessor Kabe stated that Accurate Appraisal assesses these properties. He explained his frustrations with the assessment process, and doesn't feel he should have to fight his assessment every year.

Assessor Kabe stated even if he uses the comparables from Mr. DeBruin, the subject property's price per square foot is still below the average of the rest of his comparables when removing the invalid sales. He also noted that the subject property has more land than the other comparables.

Member Michael Van Dyke questioned the value of the property on the Objection Form. The subject property is listed as \$310,000, but Assessor Kabe's comparables sheet lists \$310,600. Mr. DeBruin noted that he listed the wrong value on his Objection Form, and the \$310,600 is correct. Assessor Kabe stated the average percentage increase for residential properties in the Village is between 7.1% and 10.6%, and the overall average for the Village was 8.57%.

MOTION: Member Ziegler, seconded by Member Koeppel to accept the Assessor's value of this property at \$310,600.00. On roll call vote, Motion carried 6-0.

Clerk Fink handed the completed Notice of Board of Review Determination Form to Mr.

DeBruin after the Motion was carried.

Clerk Fink announced the second case and confirmed the Objector properly completed an Objection to Real Property Form and filed it timely with the Clerk's Office.

Property Owner: Stephen Lemmons, 1215 Manitowoc Road, Menasha, Wisconsin

Agent for Property Owner: Dell Fletcher

Parcel No.: 121-042505

Property Classification: Residential

Original Assessed Value: \$192,500.00

Objector's Opinion of Assessed Value: \$175,000.00

Objector's Exhibits: None

Assessor's Exhibits: Assessor's Comparable Properties Sheet

Clerk Fink swore in all parties providing testimony for this case including Dell Fletcher and Assessor Kyle Kabe.

Dell Fletcher of 1215 Manitowoc Road, Menasha, appeared in person on behalf of the property owner. She stated the property was purchased in 2021 and last year the assessed value was changed to the purchase price of the home at \$175,000. She stated they had an appraisal completed in June 2021 which came in at \$160,000.00. This year the assessment increased another \$17,500 due to revaluation, however they have not been provided any proof of revaluation or comparable properties from the assessor. The property owner, Stephen, spoke with the Assessor today but as of 4:20 p.m., no comparables had been received.

Assessor Kabe handed out comparable property sheets to all Board Members, Attorneys, Clerk, and the Objector. Member Barb Hanson asked if the objectors are responsible for finding their own comparable properties or if Accurate Appraisal is required to provide them. Kyle stated Accurate will provide comparable properties but many property owners will find their own. He stated this case came before the Board of Review last year and the Board determined Accurate's value at \$175,000 was correct. The market update was done again this year, and based on sales in 2022 the market is showing the value for this property increased again.

Assessor Kabe stated the comparable properties come out to a much higher adjusted price with the subject property coming out to the lowest price per square foot of all of the comparables. Board Members asked about features of the comparable properties, property condition, basement, garage, etc. to compare to the subject property. Kyle advised the percentage increase was 9.7% this year, and reminded the Board that the Village average was 8.57%. This property is a ranch style home which is highly desirable and realistically may have been worth more than the assessed value of \$175,000 last year, but was based on the sale price as it was a valid sale.

Ms. Fletcher asked if it's normal to not be provided comparables prior to Board of Review. Assessor Kabe stated Notices of Increased Assessment were mailed to residents on April 20th and comparables were requested on May 26th. Ms. Fletcher stated she didn't know when the communication started with Accurate, but they were hoping to get the comparables much earlier. Kyle stated he had a note on their parcel

from May 25th at 8:42 a.m., stating a staff member spoke with Mr. Lemmons who stated he would like comparables sent to him via e-mail. The note indicates a sales analysis by style of home broken down by neighborhood was sent via e-mail. He stated there are no records of other calls on this property in the file. He spoke with the resident today to see if there are condition issues or something about the property that Accurate is unaware of and Mr. Lemmons stated it was too late at that point.

Ms. Fletcher stated all of the properties on the comparable chart have full basements and their property has a crawl space, which she feels is significant. Assessor Kabe advised due to the difference in basement, they did provide a \$10.00 per square foot difference which has already been accounted for on each of these comparables. Member Michael Van Dyke stated the property on Green Street is nearly identical to the subject property and is priced higher per square foot.

Ms. Fletcher asked how Accurate can assess the interior of the property when they've never been in the home. Kyle stated they have building permit information and prior sale information which has interior pictures. If the assessors are unable to enter the property, they can look at the MLS which has extensive pictures of the interiors of most properties. She asked if Accurate ever comes to the door to ask to see the interior as she has never had that happen. Kyle advised a resident can always request an interior visit for no fee, and if the resident is not home when they come, they will leave a note on the front door stating they were there.

Ms. Fletcher stated that she understands the comparable sheet and how they determined the value but feels it's important to know why the property increased and stated she doesn't feel the resident should have to find their own comparable properties. Kyle stated the market is still going up, and if the market goes down, the values will adjust downward. Member Van Dyke stated the Village makes a considerable effort to keep the mill rate as low as possible, so it is not guaranteed the real estate taxes will increase.

MOTION: Member Ziegler, seconded by Member Van Dyke to accept the Assessor's value of this property at \$192,500.00. On roll call vote, Motion carried 6-0.

Clerk Fink handed the completed Notice of Board of Review Determination Form to Ms. Fletcher after the Motion was carried.

Clerk Fink announced the third case and confirmed the Objector properly completed an Objection to Personal Property Form and filed it timely with the Clerk's Office.

Property Owner: Gandaki Marketing – Good to Go Menasha Shell Station, 2005 S. Oneida Street, Appleton, Wisconsin

Agent for Property Owner: Tuk Regmi

Parcel No.: 121-P0768

Property Classification: Personal Property

Original Assessed Value: \$12,100.00

Objector's Opinion of Assessed Value: \$500.00

Objector's Exhibits: None

Assessor's Exhibits: None

Clerk Fink swore in all parties providing testimony for this case including Tuk Regmi and Assessor Kyle Kabe.

Mr. Regmi stated he doesn't understand how the amount of personal property is determined. He stated when he spoke with Accurate Appraisal, they advised the paperwork required to report personal property was due in February but they did not receive it. In his opinion, he does not have any value in personal property.

Chairman Youngquist explained that personal property at a gas station could include shelving, coolers, signage, cash registers, calculators, etc. It would not include manufacturing machines or any large equipment. Mr. Regmi stated the vendor owns all the signs for the station and gave the example of Pepsi having an agreement with each station as to who takes care of the tax. Chairman Youngquist advised there are definitely items within the station that Mr. Regmi or his bank own, and if the station was for sale tomorrow, Mr. Regmi would want some type of value for these items, such as the cash register. Mr. Regmi stated he has contracts with vendors for the coolers, he has an agreement with Shell to only sell Shell gasoline for 10 years and he doesn't really know what he owns and what is considered vendor property. He stated the main cooler is his as it is attached to the building.

Assessor Kabe indicated that personal property is self-reporting and Mr. Regmi missed the deadline of March 1st. When he spoke with Accurate Appraisal, the staff did send him the legislation indicating what constitutes personal property and the deadline for reporting. If no form is received, the account is assessed as doomsday and an estimation is made which was how they arrived at this value. There is nothing that can be done to change this value until next year. Chairman Youngquist advised Mr. Regmi to make sure to fill out the form and send it in next year. Mr. Regmi stated he sent the form via mail, but Accurate indicated they never received it and he doesn't have a copy showing he sent it. He stated he will either send it certified mail or deliver it himself next year.

MOTION: Member Ziegler, seconded by Member Van Dyke to accept the Assessor's value of this property at \$12,100.00. On roll call vote, Motion carried 6-0.

Clerk Fink handed the completed Notice of Board of Review Determination Form to Mr. Regmi after the Motion was carried.

Clerk Fink announced the fourth case and confirmed the Objector properly completed an Objection to Real Property Form and filed it timely with the Clerk's Office.

Property Owner: Mark Neveau, 1405 Lakeview Lane, Menasha, Wisconsin

Parcel No.: 121-1875

Property Classification: Residential

Original Assessed Value: \$202,800.00

Objector's Opinion of Assessed Value: \$165,000.00

Objector's Exhibits: None

Assessor's Exhibits: Assessor's Comparable Properties Sheet

Clerk Fink swore in all parties providing testimony for this case including Mark Neveau and Assessor Kyle Kabe.

Mr. Neveau questioned how his assessed value has increased \$37,000 in the last few years when Accurate hasn't visited his property. He stated he asked for a representative to come visit his property to see that he hasn't made any improvements but no one came. He asked what he is supposed to do if he's asking for this visit but no one came to the property. Member Michael Van Dyke asked if he has reached out to Accurate to discuss this, and Mr. Neveau stated he spoke with them last year.

Assessor Kabe stated there is a note on this property's file stating on March 8th, Jeff DeGroot arrived at the property for a field visit, but no one was home. He completed an exterior inspection, and verified what he could that was already on file for the property and made no changes to the property record card. Kyle advised on May 16th the resident had an Open Book call scheduled, and the assessor attempted to call the owner three times however each time the call was sent to voicemail so they were unable to make contact. On May 19th, the resident signed up for another Open Book appointment and was able to speak with an assessor. Mr. Neveau stated he or someone is always at the property and doesn't believe he missed the Assessor's visit. Kyle stated if an Assessor visits a property but no one is home, they will leave a sticky note on the front door indicating they tried to visit and to call Accurate to request another visit.

Michael Van Dyke asked Mr. Neveau if there was a sticky note left on the door or if Kyle has a specific note stating a note was left. Mr. Neveau stated he did not see a sticky note, and Kyle stated there is no note on file specifically stating a sticky note was left, but it's their standard practice to do so.

Assessor Kabe presented the comparable properties that were used to value the subject property, showing adjustments for any differences. He noted the subject property is valued lower than the average adjusted price of all of the comparables and has a lower than average price per square foot.

Mr. Neveau argued that one of the comparable properties recently had their basement completely refinished and asked where Accurate Appraisal gets their information as far as sale prices. Assessor Kabe advised the information is provided on the transfer return that is recorded with the State of Wisconsin each time a property is sold.

Kyle advised he will flag this property to have an Assessor visit this year with his phone number on file so they can call when they are in the area to give an estimate on arrival time. He confirmed the best phone number for Mr. Neveau. Kyle advised that field visits typically begin at the start of the year, but early visits can begin as soon as this October depending on the case load. He advised this year all field work was completed by March 14th.

MOTION: Member Van Dyke, seconded by Member Koeppé to accept the Assessor's value of this property at \$202,800.00. On roll call vote, Motion carried 6-0.

Clerk Fink handed the completed Notice of Board of Review Determination Form to Mr. Neveau after the Motion was carried.

There were no further objections brought forth before the Board of Review. The recording was turned off and restarted again at 6:33 p.m.

11. **Adjourn to a Future Date if Necessary, or Sine Die**

At 6:34 p.m., **MOTION:** Member Hanson, seconded by Member Koeppel to adjourn the 2023 Board of Review meeting Sine Die. Motion carried.

Respectfully submitted,

Darla M. Fink
Board of Review Secretary



FOX CROSSING PARKS & RECREATION DEPARTMENT

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PARK COMMISSION MEETING MINUTES

June 14, 2023

Park Commissioners Present: Jim Beson, Jordyn Kurer, Kathy Sylvester, Chris McCoy, Steve Otto, Jean Wollerman
Excused: Suneer Patel
Staff Present: Director Amanda Geiser
Guests Present: George Dearborn, Lauren Linstedt (virtually)

* * * * *

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

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the May 10, 2023, regular meeting minutes. Commissioner Beson motioned to accept the minutes, seconded by Commissioner Otto. Motion carried.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

- A. Preliminary Budget Discussion: Director Geiser discussed the upcoming 2024 budget process, including upcoming meeting dates. There will be two Park Commission meetings in July to discuss budget items, with the final Park Commission recommendation to the Village Board occurring at the August 9 meeting.
B. Suburban Athletics/O'Hauser Park Update: Director Geiser provided updates in regards to improvements being made to the ballfields at O'Hauser Park. In an effort to make Larsen Field more functional, park staff recently stripped the Larsen Field infield and Suburban Athletics (SAI) volunteers spread new infield surfacing. This particular project has provided momentum to keep the improvements going and there is a local company interested in removing the existing dugouts on Larsen Field at no cost. Staff will be having a meeting their current president at the end of June to discuss future plans. Director Geiser reported that communication with the organization has been the best it has been and there is hope that things will keep moving in the right direction to get O'Hauser where it needs to be.

REPORTS

- A. Park Report: Accepted as written.
B. Recreation Report: Accepted as written.
C. Director Report: Accepted as given.
D. Commission Reports:
• Commissioner Beson: Stated that the volunteer group recently had their last work day of the spring at O'Hauser Park. They removed 3 big ash trees and will return in the fall to continue dealing with ash tree removal.
• Commissioner Otto: No report
• Commissioner Kurer: No report
• Commissioner McCoy: No report

- **Commissioner Patel:** Excused
- **Commissioner Sylvester:** Asked if the trails on the west side of O’Hauser will be cut back soon.
- **Commissioner Wollerman:** Complimented the parking stalls addition at Fritse Park saying they looked great. She mentioned the lot could use a new coat of paint on the remaining parking stall lines. She also questioned the need for the current porta-potty Fritse Park.

NEW BUSINESS:

- A. Schildt Park Community Gardens Compost Proposal:** Girl Scout Lauren Linstedt did a presentation on installing compost bins at the Schildt Park Community Gardens. Lauren is working to achieve her Gold Award. She recently performed a survey with current gardeners and received favorable results. Her initial plan would be to construct six bins on the south-east educational plot. The Sustainability Committee would then be responsible for monitoring their status, renting/checking them out, and dealing with any possible issues. Park Commissioners complimented her on her presentation.
Commissioner Beson made a motion to approve the installation of compost bins at Schildt Park, and Commissioner Sylvester seconded. All approved, motion passed.
- B. Financial Assistance Application:** *Commissioner Beson made a motion to approve the Financial Assistance Request as submitted. Commissioner Kurer seconded. All agreed; motion approved.*
- C. Election of the 2023/2024 Chairperson:** Commissioner Sylvester nominated Commissioner Beson for the 2023/2024 Chairperson position, Commissioner Otto seconded. Commissioner McCoy nominated Commissioner Kurer for the 2023/2024 Chairperson position. Commissioner Sylvester seconded. A paper ballot was given to commissioners to vote. Votes were in favor of Commissioner Beson.
Commissioner Sylvester made a motion to approve Jim Beson as the 2023/2024 Chairperson; Commissioner Kurer seconded. All approved, motion passed.
- D. Election of the 2023/2024 Vice-Chairperson:** Commissioner Beson nominated Commissioner Sylvester for the 2023/2024 Vice-Chairperson position. Commissioner McCoy seconded.
Commissioner Beson made a motion to approve Kathy Sylvester as the 2023/2024 Vice-Chairperson; Commissioner McCoy seconded. All approved, motion passed.

CORRESPONDANCE:

- **Withheld Security Deposit:** A letter in regards to a May rental was reviewed.

ADJOURNMENT

Commissioner Otto motioned, seconded by Commissioner Sylvester, to adjourn the Park Commission meeting at 6:55PM. Motion carries unanimously.

The next Commission meeting is scheduled for July 12, 2023, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,



Kathy Sylvester
Vice Chairperson - Village of Fox Crossing Park Commission

VILLAGE OF FOX CROSSING
PLANNING COMMISSION MEETING
Municipal Complex – Arden Tews Assembly Room
Wednesday, June 21, 2023 at 5:15 PM

Minutes

CALL TO ORDER

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

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

Staff: Community Development Director George Dearborn
Associate Planner Daniel Dieck
Planning Intern Kia Kling

Other: John Weiland
Marina Miller
Kris Koeppel

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES – May 17, 2023

MOTION: Mr. Cox, seconded by Mr. Willecke to approve the meeting minutes of May 17, 2023.

Motion carried 7-0-0

PUBLIC HEARING

1. Conditional Use Permit (CUP) – 2609 Bodoh Way

MOTION: Mr. Sabel, seconded by Mr. Scheibe to open the public hearing

Motion carried 7-0-0

Director Dearborn gave an overview of the property and its current use. The new use for the site is a towing service with a temporary storage area for the towed vehicles. A conditional use permit is required. Other requirements include a solid fence around the perimeter, layout to allow fire service to access lot, lighting should be direct cut-off, and any locked gates should have lock boxes for fire department access.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to close the public hearing

Motion carried 7-0-0

Kris Koeppe 4529 W. Prospect Ave, Appleton, WI

Mr. Koeppe stated that he is in favor of the project but has concerns about the runoff, leaking and contamination of oil, gas, and other chemicals due to drainage ditches and well water.

2. Subdivision Ordinance Amendment – Street Tree Modification Requirement

MOTION: Mr. Sabel, seconded by Mr. Willecke to open the public hearing

Motion carried 7-0-0

Director Dearborn explained there is no need for the Street Tree Modification Requirement. He raised concern about the maintenance of trees and having trees in the right of way. He feels it should be deleted from the ordinance and the money within the program be given to the Parks and Recreation department but still have the intended use of spending on trees.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to close the public hearing

Motion carried 7-0-0

3. Conditional Use Permit (CUP) – 2160 American Dr.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to open the public hearing

Motion carried 7-0-0

Director Dearborn stated that the applicant seeks to start a trailer sales business for both commercial and residential use. He feels that it is a good use and it will be a positive business for the Village.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to close the public hearing

Motion carried 7-0-0

OLD BUSINESS

None

NEW BUSINESS

1. **CSM – 1348, 1356, 1360 American Dr.**

Director Dearborn gave a brief overview of the construction process and addressed the question of why the developer is building a fence. The fence is needed to act as a buffer of the apartment complex and the single family homes that surround it.

Commissioner Tom Young questioned why the developer is building a fence but feels that it will be a good addition.

MOTION: Mr. Young, seconded by Ms. Romzek to approve the CSM to combine the parcels with the adaption of staff recommended approvals of the CSM and the following conditions that taxes be paid and a copy of the reported CSM be provided to the department.

Motion carried 7-0-0

2. CUP – 2609 Bodoh Way

Director Dearborn addressed concerns of contamination and that a plan be added that they meet the proper requirements to insure that there will be no leaking or contamination of gas, oil, or other chemicals. He also addressed concerns of what the condition of the vehicles being stored would be and where on the site they will be stored.

There was discussion among the Commissioners about concerns of contamination, condition of vehicles, where they will be stored on site, and possible verbiage for a required management plan for fluids and fluid containment.

MOTION: Mr. Sabel, seconded by Mr. Scheibe to approve the conditional use permit with the five items that are listed and additional item number 6 that is a plan for fluid containment.

Motion carried 7-0-0

3. Street Tree Modification Requirement

Director Dearborn gave a brief description of the ordinance amendment and the next phase of approval.

Discussion among the Commissioners about the trees and that the money still be used for trees.

MOTION: Mr. Willecke, seconded by Mr. Scheibe that they required to delete the street tree requirement with this amendment.

Motion carried 6-1-0 (Mr. Cox)

4. Cup 2160 American Dr.

Director Dearborn complimented the owner and feels that it is a good use of the site.

MOTION: Mr. Sabel, seconded by Ms. Romzek to approve the conditional use permit for 2160 American Dr. trailer sales with the four conditions

Motion carried 7-0-0

OTHER BUSINESS**1. Development Activity Report**

Director Dearborn reviewed the Development Activity Report for May and the Annual Building Report for 2023.

COMMUNICATIONS**1. Sustainability**

Director Dearborn gave an update on the activities of the Sustainability Committee. An ambitious Girl Scout is working on a project to get compost bins in the community garden.

PUBLIC FORUM

Commissioners briefly discussed happenings within the community's effort in sustainability and pond development. Mr. Cox announced that Brielle Dieck, whose family resides in Fox Crossing, was selected as one the recipients of the Winnebago County Board College Scholarship. Mr. Dieck gave a

brief update on development projects. The planning commission welcomed Kia Kling the new planning intern.

ADJOURN

At 6:02 p.m., **MOTION:** Mr. Sabel seconded by Mr. Scheibe to adjourn.

Motion carried 7-0-0

Respectfully submitted,

Kia Kling, Planning Intern

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

ORD #230724-1:ORD *First Reading, Second Reading & Adoption*
**AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §435.7-17, TABLE 7-6,
 DIMENSIONAL STANDARDS BY ZONING DISTRICT R-2**

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

Part I. Chapter §435.7-17, Table 7-6, Dimensional Standards by Zoning District R-2, is hereby amended to read as follows (amendment in red):

Chapter §435.7-17, Table 7-6.

Table 7-6. Dimensional Standards by Zoning District - continued			
R-2 Low-Density Residential District (subdivided)	Single-Family	Garage Lot	Nonresidential
Lot size, minimum	20,000 square feet unsewered; 9,000 square feet sewer	2,480 square feet	43,000 square feet
Lot size, maximum	None	3,000 square feet	None
Lot width, minimum	65 feet for sewer; 100 feet for unsewer	44 feet	200 feet
Road frontage, minimum	33 feet	35 feet	100 feet
Separation between detached buildings, minimum	10 feet	10 feet	10 feet
Yard setback			
Street yard, minimum	30 feet, except where corner lot, then 30 feet on 1 side and 15 feet on the other	30 feet	30 feet
Side yard, minimum	7 feet on 1 side and 10 feet on the other for a principal building; 3 feet for a detached accessory building	3 feet	7 feet on 1 side and 10 feet on the other for a principal building; 3 feet for a detached accessory building
Rear yard minimum	25 feet for a principal building; 3 feet for a detached accessory building or 5 feet to an alley	3 feet	25 feet for a principal building; 3 feet for a detached accessory building
Building height			
Principal building, maximum	35 feet	N/A	35 feet
Accessory building, maximum	18 feet	18 feet	18 feet
Floor area			
Principal building, minimum	900 square feet	N/A	No limitation
Accessory buildings, maximum	1,200 square feet plus 1% of the lot area in excess of the minimum lot size; <u>4% of lot area for buildings related to household livestock</u> <u>Principal buildings of 3,000 feet or greater shall be allowed 1,500 square feet plus 1% of the lot area in excess of the minimum lot size</u>	900 square feet	1,200 square feet plus 1% of the lot area in excess of the minimum lot size
Number of detached accessory buildings, maximum	2	1	2

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

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

Date Introduced: July 24, 2023

Date Adopted: _____

Requested by: George Dearborn, AICP, Director Community Development
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #230724-1

**APPROVE INTERGOVERNMENTAL EQUIPMENT SHARING AGREEMENT
BETWEEN AREA FIRE DEPARTMENTS**

WHEREAS, the following Fire Departments desire to create a system for the occasional and temporary sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”):

Appleton Fire Department
Fond du Lac Fire Rescue
Fox Crossing Fire Department
Grand Chute Fire Department

Green Bay Metro Fire Department
Kaukauna Fire Department
Neenah-Menasha Fire Rescue
Oshkosh Fire Department; and

WHEREAS, the proposed term for the agreement is from August 1, 2023 through December 31, 2024; and

WHEREAS, Fire Chief Todd Sweeney recommends the Village Board approve the Intergovernmental Equipment Sharing Agreement between Area Fire Departments, as attached.

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby approves the Intergovernmental Equipment Sharing Agreement between Area Fire Departments, as attached.

Adopted this 24th day of July, 2023

Requested by: Randy Gallow, Street Superintendent
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

EQUIPMENT SHARING AGREEMENT BETWEEN AREA FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes. The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations. The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional and temporary sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations. The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

TERM

The term of this Agreement shall be from August 1, 2023 through December 31, 2024. This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the authorized representative(s) of the municipality, as applicable.

EQUIPMENT USAGE

a. Availability of Equipment:

Each Department shall make a list of available equipment, which lists shall collectively be attachment "A" to this Agreement.

Requests shall be responded to promptly. Each party, at their discretion, may deny a request for Equipment. Generally, parties agree to make reasonable effort to provide requested equipment unless it places a burden on the Provider, or if resources are inadequate, unavailable, or already in use.

The Provider may request the immediate return of equipment from the Borrower to prevent inadequate resources being available for the provision of emergency services to the Provider's community. Upon a request for immediate return under this paragraph, the Borrower shall work with the Provider to return the equipment as soon as possible.

The Provider may request the return of equipment by a future date. Upon request Borrower shall return equipment on the date requested or if no date is specified as soon as practicable and without unreasonable delay.

b. Contact Person.

Each Party agrees to appoint a person or persons to act as liaison(s) for each request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated on attachment "B" to this Agreement.

c. Fees for Equipment.

Provider shall not charge Borrower for use of equipment unless Provider and Borrower mutually agree in advance or reimbursement is available from a third party, in which case fees shall be charged according to Provider's current fee schedule or the FEMA rate for the specific equipment or reasonably comparable equipment if Provider has not established a separate fee schedule.

d. Delivery/Pickup.

Borrower shall contact Provider as well in advance as reasonably possible of the need for equipment and Borrower and Provider shall mutually agree upon a time and location for pick-up and delivery of Equipment.

Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements.

Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Condition of Equipment.

Provider shall ensure that any Equipment being shared has been or is serviced consistent with recognized industry standards prior to Borrower's pick-up.

NO WARRANTY --Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

f. Inventory and Inspections.

Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inventoried and inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned and shall be documented on an inventory and inspection form, attachment "C" to this Agreement. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are in good working condition at the time Borrower picks up the Equipment, and which must have adequate tread depth and inflation pressure to ensure safe and legal operation. The parties shall assure that digital photographs of the equipment are taken at the time of pickup and shared with each party to ensure that any existing damage is documented appropriately.

g. Operations and Safety Manuals.

At the request of the Borrower the Provider shall make a copy of Equipment operation and safety manuals available to Borrower at the time of Equipment pickup.

h. Short-Term Sharing:

The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.

i. Operator Qualifications.

The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. Borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator(s).

j. Usage Requirements.

Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

k. Borrower Responsible for Charges and Fees.

Borrower is responsible for securing any permits required prior to use of Equipment and is responsible for any forfeitures, fines or other penalties or liens that might be incurred arising from or in connection with Borrower's use, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with Borrower's use of shared Equipment.

l. Fuel and Operating Fluids.

Borrower shall be responsible for supplying all fuel and other operating fluids used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) and other fluid reservoirs are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) and other fluid reservoirs are full when it returns the Equipment to Provider.

m. Maintenance and Repair of Equipment / Responsibility for Damage.

Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct

levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation due to no fault of the Borrower, and
2. Equipment, is being used as intended by the manufacturer, and
3. Equipment has received all manufacturer required maintenance during its use by the Borrower.

Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:

1. Operating Equipment outside of its normal operation, and/ or
2. Operating Equipment in a manner not intended by the manufacturer, and/ or
3. Operating Equipment without performing required maintenance, and/or
4. The cost of repairing Equipment damage is due to accidents caused by equipment defects or malfunction.
5. When Borrower is otherwise at fault resulting in the need for the repair or replacement.

Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation.

In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, for actual cash value for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower may seek reimbursement from the third party's insurance carrier and Provider shall cooperate with Borrower as necessary to provide any necessary documentation related to such claim.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, liability, property insurance and comprehensive in such amount as is determined by their respective municipality. Information as to insurance coverage shall be provided to other parties as necessary and upon request.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third-party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement.

Each party hereto agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. Subject to any limitations contained in Sec. 893.80 and any similar statute, of the Wisconsin Statutes, each party further agrees to hold all other parties to this Agreement harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the indemnifying party while acting within the scope of their employment.

The parties hereto intend by this indemnification, that each party will be responsible for the acts and omissions of its own officers, employees, agents, contractors, subcontractor and invitees to the extent not caused by, aggravated by, or enhanced by any other party's officers, employees, agents, contractors, subcontractor and invitees.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers and employees.

No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all Equipment shall be returned to Provider(s) and the provisions of this Agreement pertaining to responsibility for fees and charges, repair and replacement of equipment, no warranty, and liability and insurance shall remain applicable for any incidents, suits, claims or potential claims relating to this agreement.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

SIGNATURES

The Municipality/Department signatory certifies that this Equipment Sharing Agreement has been approved by the Municipality and that the signatory is authorized to sign on behalf of the Municipality/Department so that this Agreement is binding upon the Municipality/Department.

[Signatures will be on separate pages]

Attachment A – Departmental Lists of Equipment

- Fire Apparatus
- Ambulances
- Specialized Vehicles
- Special Operations Equipment (Technical Rescue, Hazardous Materials, Dive Rescue)
- Durable Medical Goods (Heart Monitors, Suction Units, Mechanical Chest Compression Units)
- Self-Contained Breathing Apparatus (SCBA's) or other Respiratory Protection Components
- Training Props, Simulators, Manikins, and associated equipment
- Communications Equipment and Components
- Vehicle Extrication Equipment
- Testing and Calibration Equipment
- Other miscellaneous equipment to be mutually agreed upon

Attachment B – Department Liaisons

Jeremy Hansen
Fire Chief
Appleton Fire Department
700 North Drew St.
Appleton, WI 54911

Erick Gerritsen
Fire Chief
Fond du Lac Fire Rescue
815 S. Main St.
Fond du Lac, WI 54935

Todd Sweeney
Fire Chief
Fox Crossing Fire Department
1326 Cold Spring Road
Neenah, WI 54956

*Steve Denzien
Fire Chief
Grand Chute Fire Department
2250 Grand Chute Blvd.
Grand Chute, WI 54913*

*Matthew Knott
Fire Chief
Green Bay Metro Fire Department
501 S. Washington St
Green Bay, WI 54301*

*Jake Carrel
Fire Chief
Kaukauna Fire Department
201 Reaume Ave
Kaukauna, WI 54130*

*Kevin Kloehn
Fire Chief
Neenah-Menasha Fire Rescue
125 Columbian Ave.
Neenah, WI 54956*

*Mike Stanley
Fire Chief
Oshkosh Fire Department
101 Court St.
Oshkosh, WI 54901*

Attachment C – Inventory and Inspection Form

Attachment C – Inventory and Inspection Form

Description of Item(s): _____

General Safety Condition: Excellent: Good: Fair: Poor:

Note: _____

Problem or Repairs Needed:

Note: _____

Other:

Note: _____

Pictures of Equipment Taken: Yes: No: NA:

Inventory Completed: Yes: No: NA:

Inspector Name: _____

Inspector Dept: _____

Receivers Name: _____

Receiver's Dept: _____

Anticipated Return Date: _____

Today's Date: _____

RES #230724-2

AUTHORIZATION TO ORDER STREET DEPARTMENT REPLACEMENT TANDEM AXLE TRUCK CHASSIS FOR DELIVERY IN 2024 AND 2025

WHEREAS, Street Superintendent Gallow requests to replace Tandem Axle Truck #27 in 2024 and Tandem Axle Truck #20 in 2025; and

WHEREAS, due to material and supply shortages, ordering a replacement tandem axle truck chassis takes approximately a year to receive; and

WHEREAS, by placing a replacement chassis order now for Truck #27 for delivery in 2024, Superintendent can lock in a price of approximately \$128,100; and

WHEREAS, by placing a replacement chassis order now for Truck #20 for delivery in 2025, Superintendent Gallow can lock in a price of approximately \$125,000; and

WHEREAS, the replacement chassis cost for Truck #27 is slightly higher than Truck #20 due to Truck #27 needing adjustments to the chassis to install a new under body scraper to the frame of the new truck; and

WHEREAS, approximately \$70,000 will need to be added to the 2024 Equipment Replacement Fund budget to ensure enough funds will be available in the Equipment Replacement Fund for the expedited Truck #27 purchase with the requested equipment.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that Superintendent Gallow is authorized to order a replacement Tandem Axle Truck for Truck #27 in 2023, for delivery in 2024.

BE IT FURTHER RESOLVED, Superintendent Gallow is authorized to order a replacement Tandem Axle Truck for Truck #20 in 2023, for delivery in 2025.

Adopted this 24th day of July, 2023

Requested by: Randy Gallow, Street Superintendent

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #230724-3

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:

Michaela Moran – Approved
Dipendra Shah – 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 24th day of July, 2023

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 #230724-4

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$2,591,276.49

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

Pending:		
General Fund	\$	373,965.02
Special Revenue Fund	\$	96,580.27
Debt Fund	\$	-
Capital Projects Fund	\$	775,914.48
Water Fund	\$	267,039.52
Sewer Fund	\$	313,213.21
Stormwater Fund	\$	200,149.81
Trust & Agency Fund	\$	-
Special Processed Payments	\$	564,414.18
Total:	\$	<u>2,591,276.49</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 24th day of July, 2023.

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: July 18, 2023
 For Village Board Meeting of: July 24, 2023

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$373,965.02
Special Revenue Funds	\$96,580.27
Debt Fund	\$0.00
Capital Projects Fund	\$775,914.48
Water Fund	\$267,039.52
Sewer Fund	\$313,213.21
Stormwater Fund	\$200,149.81
Trust & Agency Fund	\$0.00
Total Bills for	July 24, 2023
	<u><u>\$2,026,862.31</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE	DEPT. /PURPOSE	AMOUNT
	Village Specials	7/5-7/18/2023	**See Attached Listing** \$168,145.68
ACH	Employee Benefits Corp	7/9-7/17/2023	Flex Spending Claims \$326.56
ACH	Paymentus	7/18/2023	June CC Fees \$2,503.53
ACH	Elavon	7/10/2023	June CC Fees \$360.18
ACH	ETF	7/10/2023	Medical Ins \$136,207.02
47459-47474	Payroll	7/6/2023	Payroll \$2,750.69
ACH	Payroll	7/6/2023	Payroll \$180,849.07
ACH	Payroll	7/6/2023	Taxes \$73,271.45
Total Special Processed Payments			<u><u>\$564,414.18</u></u>
GRAND TOTAL			<u><u>\$2,591,276.49</u></u>