

Village of Fox Crossing Board of Trustees Regular Meeting

Monday, February 9, 2026 - 6:00 p.m.

Municipal Complex - Arden Tews Assembly Room

2000 Municipal Drive, Neenah WI 54956

Agenda

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

2. Awards/Presentations

- a) Update on the Neenah-Menasha Regional Wastewater Treatment Plant Upgrade Project – Paul Much, President of Midwest Contract Operations, Inc (MCO)
- b) Recognition of Village of Fox Crossing Adult School Crossing Guards – Police Chief Tim Callan

3. Minutes to Approve/ Minutes and Correspondence to Receive

Minutes to Approve

- a) Special Village Board Meeting – January 26, 2026
- b) Regular Village Board Meeting – January 26, 2026

Minutes and Correspondence to Receive

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

5. Discussion Items

6. Unfinished Business

7. New Business- Resolutions/Ordinances/Policies

- a) 260209-1 Proclamation by the Village of Fox Crossing for Wisconsin Adult School Crossing Guard Recognition Week
- b) 260209-2 Approve Intergovernmental Equipment Sharing Agreement Between Area Fire Departments
- c) 260126-1:ORD Amend Fox Crossing Municipal Code Chapter §435 Zoning Ordinance – Rezone a Portion of Vacant Parcel #1210216 Located on Prairie Lake Circle from Planned Development District to R-2 Suburban Low Density District *Second Reading & Adoption*
- d) 260126-2:ORD Amend Fox Crossing Municipal Code Chapter §435 Zoning Ordinance – Rezone 4425 West Prospect Avenue from R-1 Rural Residential District to I-1 Light Industrial District *Second Reading & Adoption*
- e) 260209-3 Final Acceptance of Water Mains Located in Scholar Ridge Phase 2
- f) 260209-4 Operator License Applicants
- g) 260209-5 Expenditures

8. Reports

- a) Trustee Kris Koeppke – Fox Crossing Sustainable Practices Procurement Policy Update

9. Closed Session

10. Adjourn

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

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



Village of Fox Crossing Board of Trustees
Special Meeting Minutes
Monday, January 26, 2026 – 5:15 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956

1. Call to Order

The special meeting of the Village Board of Trustees was called to order by President Youngquist at 5:15 p.m.

Village Manager Jeffrey Sturgell recorded the following Village Board members as present: President Dale Youngquist and Trustees Michael Van Dyke (via teleconference), Kris Koeppe, Tim Raddatz, Kate McQuillan, Deb Swiertz, and Trustee Barb Hanson.

Also Present: Director of Finance Jeremy Searl, Director of Community Development George Dearborn, and Attorney Andrew Rossmeissl.

2. Closed Session

Pursuant to WI Statute 19.85(1)(e), the Village of Fox Crossing Board of Trustees will convene into closed session to deliberate or negotiate the purchase of public property, specifically 1341, 1353, 1437 and 1487 North Lake Street located in the Village of Fox Crossing.

Motion: Trustee Swiertz, seconded by Trustee McQuillan to convene into closed session at 5:15 p.m.

Discussion: The Fox Crossing Board of Trustees convened into closed session to deliberate and negotiate the purchase of public property, specifically the properties located at 1341, 1353, 1437, and 1487 North Lake Street in the Village of Fox Crossing.

Vote: Roll call vote taken. Motion carried 7-0.

Pursuant to WI Stat. 19.85 (2), the Village Board will reconvene into open session.

Motion: Trustee Koeppe, seconded by Trustee Swiertz to reconvene into open session at 5:55 p.m.

Vote: Motion carried unanimously.

3. Adjourn

Motion: Trustee McQuillan, seconded by Trustee Hanson, to adjourn at 5:55 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC
Village Clerk

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



Village of Fox Crossing Board of Trustees
Regular Meeting Minutes
Monday, January 26, 2026 – 6:00 p.m.
Municipal Complex – Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956

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

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

The Pledge of Allegiance was recited.

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

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

Public Attendance: Fifteen individuals were present.

2. Awards / Presentations

None.

3. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

- a) Special Village Board Meeting – January 12, 2026
- b) Regular Village Board Meeting – January 12, 2026

Minutes and Correspondence to Receive

- c) Planning Commission Meeting Minutes – December 3, 2025
- d) Park Commission Meeting Minutes – December 10, 2025
- e) Water Main Breaks Report – December 2025
- f) Water Pumpage Report – December 2025

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

Vote: Motion carried unanimously.

4. Public Comments Addressed to the Village Board

Kris Robers, 1275 Benjamin Court, expressed concerns regarding privacy and safety for nearby homes with the proposed Schildt Park renovations and noted potential impacts on property values. She suggested moving the walking path closer to the park amenities and expanding the current parking lot to allow larger turnaround space, as an alternative to adding the access point off Benjamin Court. She asked the Board to consider these options and requested that they vote against the current plan.

Linda Dums, 1313 Benjamin Court, stated that while she is not opposed to the park improvements, she does not support the access point at the end of Benjamin Court. She expressed concerns that it is unnecessary, a waste of taxpayer money, would increase traffic in the subdivision, and raise safety issues. She also reiterated the prior speaker's suggestion to expand the current parking lot.

Becky Szymonski, 1340 Martingale Lane, stated that while she does not live on Benjamin Court, she understands the concerns of the homeowners there. She noted that those homeowners purchased their homes on a court, and with the proposed access point, it would no longer function as a court. She also expressed concern that the access point could be used as a shortcut to Cold Spring Road.

Lisa Van Dyke, 1341 Martingale Lane, stated that while there are many positive aspects to the park renovations, she opposes the access point on Benjamin Court and believes the plan could be redesigned. She expressed concern about the potential increase in traffic from adding the access point.

5. Discussion Items

None.

6. Unfinished Business

None.

7. New Business-Resolutions/Ordinances/Policies

a) 260126-1 Resolution to Approve Concept Plan for Schildt Park Renovation Project

Motion: President Youngquist made a motion to approve the Schildt Park Renovation Concept Plan as proposed by the Park Commission, with the amendment that parking spaces be relocated to the south side of the parking lot rather than the north side, wherever reasonably possible, to minimize pedestrian crossings when accessing park amenities. The motion was seconded by Trustee Koeppen.

Discussion: President Youngquist stated that residents' objections to the Schildt Park renovation project had been heard and considered. He expressed his belief that the proposed access point from Benjamin Court to Schildt Park provides a significant benefit to the Village and outweighs concerns raised by nearby residents. He noted that the plans were thoroughly reviewed by Village staff, Commissioners, Board members, and the engineering team, and that residents were informed through public meetings, the Village website, Facebook, and a survey distributed to several thousand email addresses.

Chief Callan stated that Schildt Park is the second busiest park in the Village and reported 84 calls for service over the past three years and 232 calls over the past ten years. He noted that the current layout includes areas not visible from the roadway, and adding amenities without a second access point would increase secluded areas. He stated that a second access point would improve safety by providing alternate routes and exits, reducing congestion, improving patrol efficiency, and enhancing response times for police, fire, and other first responders.

Chief Sweeney noted concerns that without a second access point, EMS and ambulance response times could be extended and that maneuvering emergency vehicles in and out of the park during calls is challenging. He stated that having a second access point would improve access and emergency response.

Trustee McQuillan stated that she lives in the neighborhood and has heard residents' concerns about increased traffic and park users. She acknowledged the challenging calls the police department has handled at the park and expressed trust in their safety assessments. While empathizing with residents who disagreed with the project, she emphasized that community parks support public health and quality of life, and that adding access points benefits the entire community. She stated her support for the plan as developed by the Parks and Recreation Department, Park Commission, and Village engineers.

Trustee Koeppen reiterated Trustee McQuillan's comments, stating support for the Park Commission and noting that their unanimous vote carries weight. He emphasized that the park serves the entire community, not just the neighborhood, and expressed agreement with President Youngquist's amendment.

Trustee Van Dyke stated that he also lives in the neighborhood and commended Director Geiser, the Parks and Recreation staff, and the Park Commission for soliciting input and making some changes. He noted that the pond is a DNR requirement, and that the property was purchased in 2013 for this purpose. He stated that features such as the path and pickleball courts will benefit the community and support increased park participation. While recognizing that a neighborhood entrance makes sense, he also acknowledged concerns about the new access point and traffic. He also expressed appreciation for the amendment to move the parking stalls.

Trustee Hanson stated that the access point at the end of Benjamin Court was included in the original plats. She commended the Parks Department for their work on the project and for engaging with neighbors.

Vote: On roll call vote: 6-1, motion carried.

b) 260126-2 Award Proposal – Schildt Park Playground Equipment Replacement Project

Motion: Trustee Swiertz, seconded by Trustee Raddatz to approve the award proposal for the Schildt Park Playground Equipment Replacement Project, as presented.

Discussion: Director Geiser noted that public input via the survey was very helpful. She answered questions from the Board related to the budgeted amount, explaining that it allows for modifications or adjustments without returning to the Board for approval. She also noted that there will be a better understanding of the project's status once the bids start coming in.

Vote: Motion carried unanimously.

c) 260126-3 Condominium Plat Amendment – Sixth Addendum to Prairie Lake Condominiums

Motion: Trustee Hanson, seconded by Trustee Swiertz to approve the Sixth Addendum to the Prairie Lake Condominiums Plat, as presented.

Vote: Motion carried unanimously.

d) 260126-4 Preliminary Plat – Butterfly Way Development

Motion: Trustee Koeppe, seconded by Trustee Swiertz to approve the Preliminary Plat for the Butterfly Way Development, as presented.

Vote: Motion carried unanimously.

e) 260126-1:ORD Amend Fox Crossing Municipal Code Chapter §435 Zoning Ordinance – Rezone a Portion of Vacant Parcel #1210216 Located on Prairie Lake Circle from Planned Development District to R-2 Suburban Low Density District *First Reading*

Motion: Trustee Hanson, seconded by Trustee Koeppe to approve the first reading of an ordinance amending Chapter §435 of the Fox Crossing Municipal Code to rezone a portion of vacant Parcel No. 1210216 located on Prairie Lake Circle from Planned Development District to R-2 Suburban Low Density District, as presented.

Vote: Motion carried unanimously.

f) 260126-2:ORD Amend Fox Crossing Municipal Code Chapter §435 Zoning Ordinance – Rezone 4425 West Prospect Avenue from R-1 Rural Residential District to I-1 Light Industrial District *First Reading*

Motion: Trustee Hanson, seconded by Trustee Koeppe to approve the first reading of an ordinance amending Chapter §435 of the Fox Crossing Municipal Code to rezone 4425 West Prospect Avenue from R-1 Rural Residential District to I-1 Light Industrial District, as presented.

Vote: Motion carried unanimously.

g) 260126-5 Certified Survey Map – 2025 American Drive and Vacant Parcel #12101450901

Motion: Trustee Hanson, seconded by Trustee Swiertz to approve the Certified Survey Map for 2025 American Drive and Vacant Parcel No. 12101450901, as presented.

Vote: Motion carried unanimously.

h) 260126-6 Change Order #3 & Final – Margeo Neighborhood Utility Improvement Project

Motion: Trustee Koeppe, seconded by Trustee Hanson to approve Change Order #3 and Final for the Margeo Neighborhood Utility Improvement Project, as presented

Vote: Motion carried unanimously.

i) 260126-7 Operator License Applicants

Motion: Trustee Swiertz, seconded by Trustee McQuillan to approve the operator license applicants, as presented.

Vote: Motion carried unanimously.

j) 260126-8 Expenditures

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

Vote: Motion carried unanimously.

8. Reports

None.

9. Closed Session

None.

10. Adjourn

Motion: Trustee Hanson, seconded by Trustee Swiertz to adjourn at 6:50 p.m.

Vote: Motion carried unanimously.

Respectfully submitted,

Chantel M. Jaenke, CMC, WCMC

Village Clerk

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

RES #260209-1

**A PROCLAMATION BY THE VILLAGE OF FOX CROSSING FOR WISCONSIN
ADULT SCHOOL CROSSING GUARD RECOGNITION WEEK**

WHEREAS, school crossing guards provide an invaluable service in helping to ensure the safe passage of our youngest, most vulnerable pedestrians, children walking between home and school; and

WHEREAS, school crossing guards typically serve with dedication in spite of the rigors of harsh weather, split shifts and heavy traffic; and

WHEREAS, for more than five decades, school crossing guards have served communities across Wisconsin; and

WHEREAS, this service has helped to drive down the rates of young pedestrian deaths and injuries, despite increases in traffic volume; and

WHEREAS, school crossing guards help reinforce in the minds of the young people they assist, the importance of traffic-hazard identification and safe street-crossing behavior; and

WHEREAS, local proclamations, police department honors, local news coverage and especially smiles and kind words from children, will help to convey the gratitude of our communities for the life-saving, injury-reducing role that school crossing guards play.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees, along with the Wisconsin Department of Public Instruction, does hereby proclaim February 16 – February 20, 2026, SCHOOL CROSSING GUARD RECOGNITION WEEK.

Adopted this 9th day of February, 2026

*Requested by: Tim Callan, Police Chief
Submitted by: Dale A. Youngquist, Village President*

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260209-2

**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
Greenville Fire Department; and

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

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 9th day of February, 2026

*Requested by: Todd Sweeney, Fire Chief
Submitted by: Dale A. Youngquist, Village President*

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, 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

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.

1. 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

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

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

Steve Denzien
Fire Chief
Grand Chute Fire Department
2250 W Grand Chute Blvd
Grand Chute WI 54913

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

Tim Heiman
Fire Chief
Oshkosh Fire Department
101 Court St
Oshkosh WI 54901

*Travis Teesch
Fire Chief
Neenah-Menasha Fire Rescue
125 E Columbian Ave
Neenah, WI 54956*

*Tim Lambie
Fire Chief
Greenville Fire Department
W6914 Parkview Dr
Greenville, WI*

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: _____

ORD #260126-1:ORD *Second Reading & Adoption*
AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §435 ZONING
ORDINANCE – REZONE A PORTION OF VACANT PARCEL #1210216 LOCATED
ON PRAIRIE LAKE CIRCLE FROM PLANNED DEVELOPMENT DISTRICT TO R-2
SUBURBAN LOW DENSITY DISTRICT

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

Part I. Chapter §435, Zoning Ordinance, and the Zoning Map made a part thereof, is hereby amended by rezoning a portion of vacant parcel #1210216 located on Prairie Lake Circle from Planned Development District to R-2 Suburban Low Density District as shown in Attachment 1.

Part II. Approval of the rezoning is contingent upon the following:

1. Approval and recording of the 6th Addendum to the Prairie Lake Condominium Plat.

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

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

Date Introduced: January 26, 2026

Date Adopted: _____

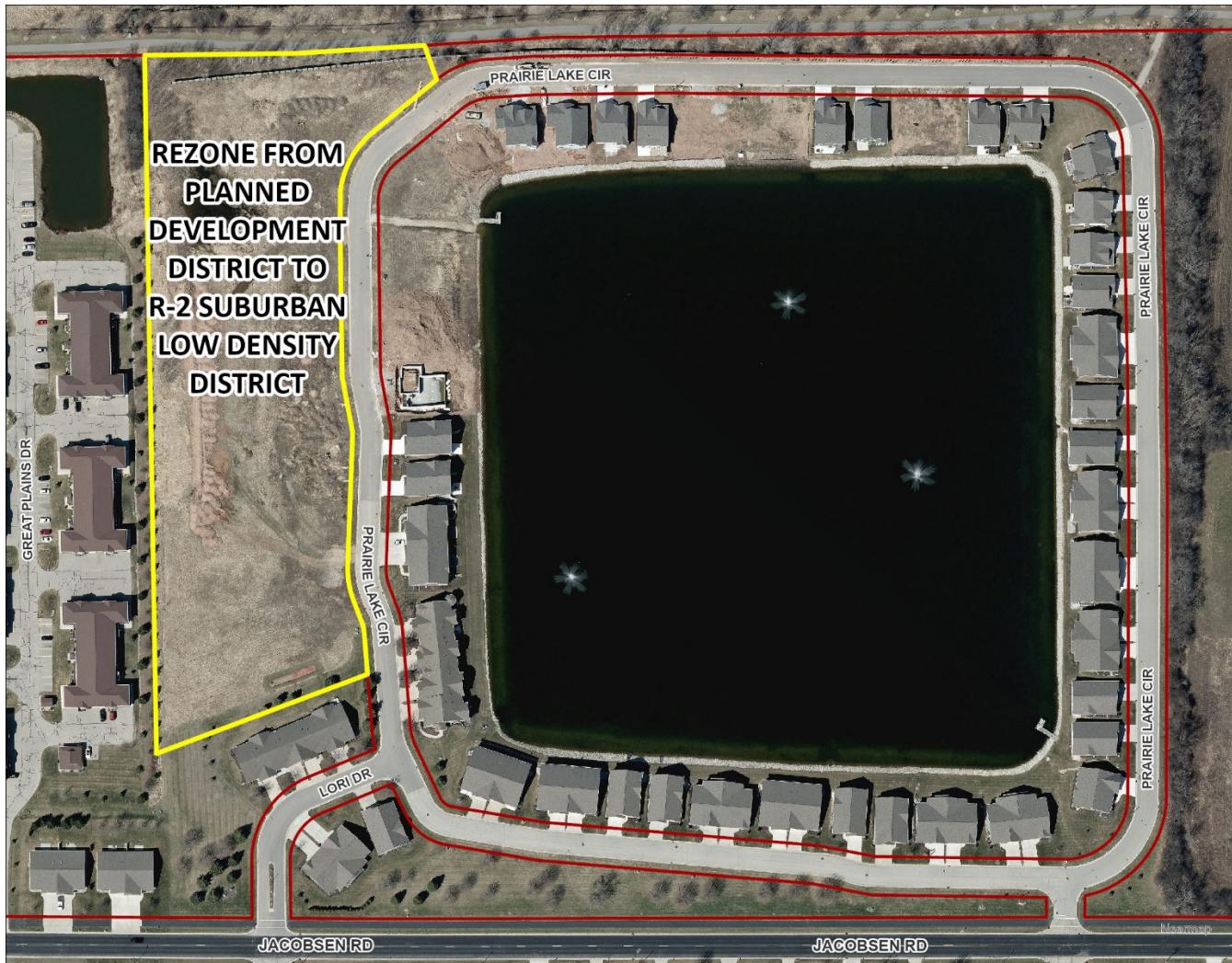
Requested by: George Dearborn, AICP, Director of Community Development

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

ATTACHMENT 1: Proposed Zoning Map Amendment



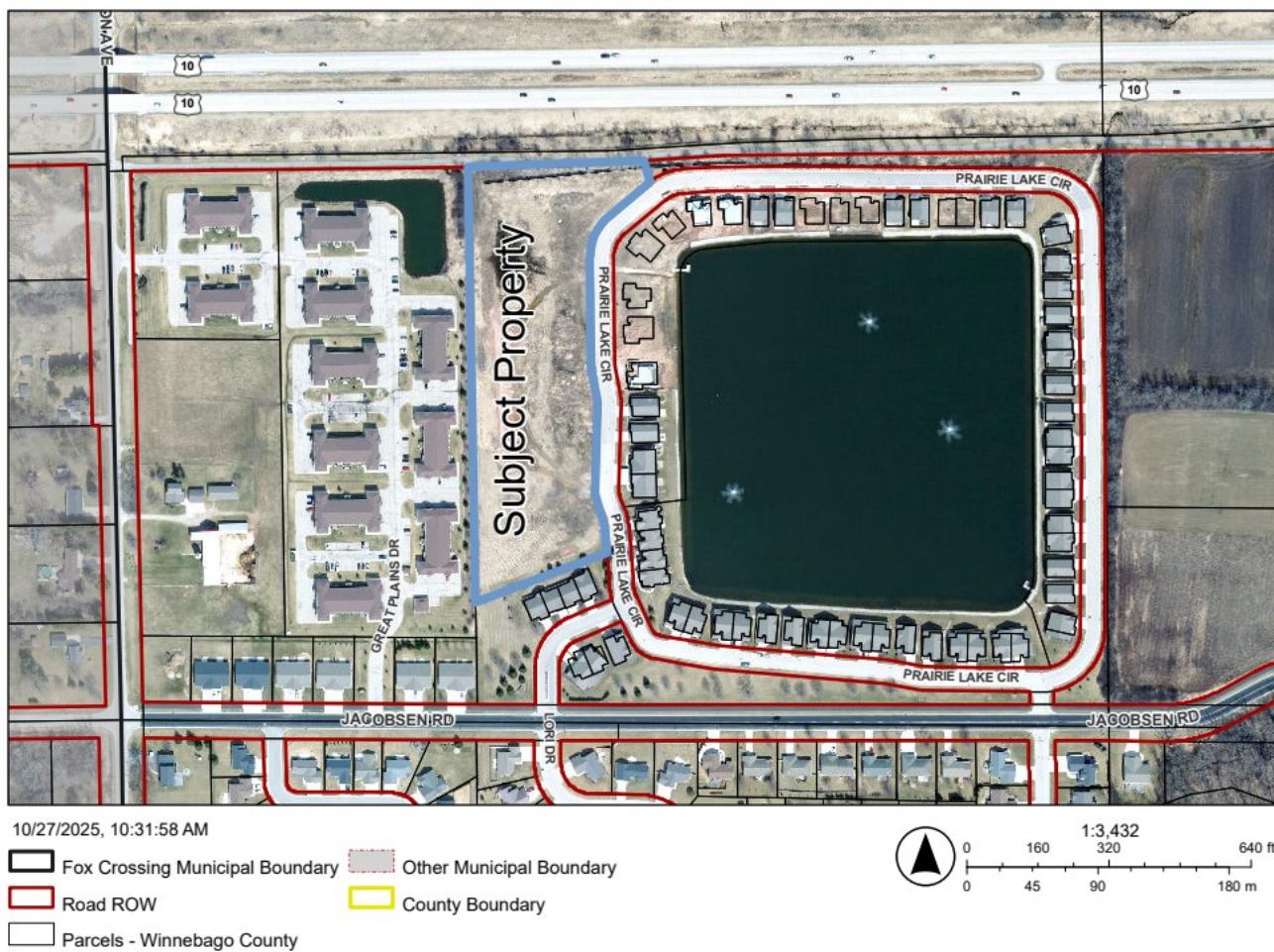
MEMO

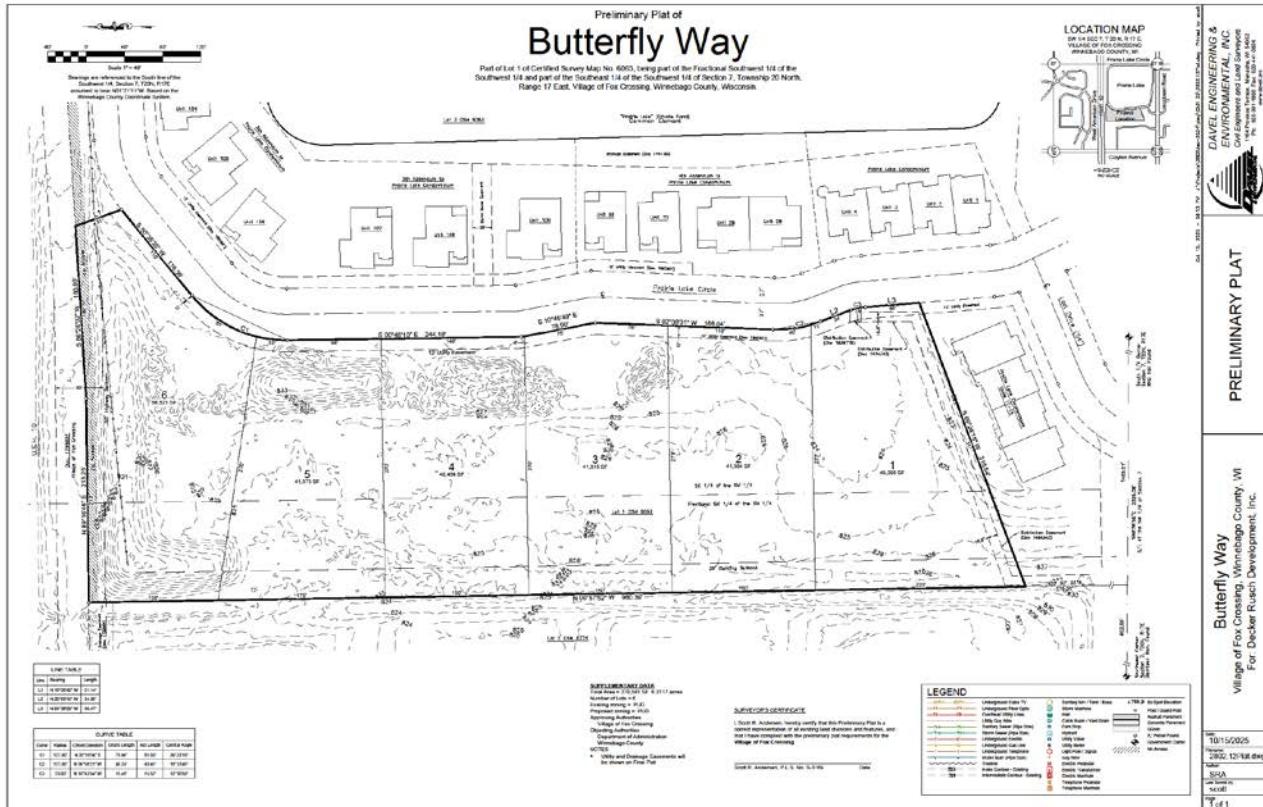
Date: January 14, 2026
To: Village Planning Commission Members
From: Community Development Department Staff
RE: New Business Item 3 – Zoning Change PUD to R-2 Decker

This proposed zoning change from PUD to R-2 for the parcel proposed for Butterfly Way is requested by the developer to address the issue of the original proposed use of this property which was part of Prairie Lake Condominium. The residents in attendance at the original preliminary plat meeting in November of last year were opposed to this project as they understood that another plan had been approved already for more condominiums in this same area.

This rezoning is intended to address this issue. The Village's adopted future land use map shows this area as medium density, and the R-2 is an allowed zoning designation. The developer desires to create a 6-lot subdivision with individual lots outside of the condominium development.

Fox Crossing GIS Map





Staff Recommendation

Staff recommends approval of this rezoning. It is in compliance with the Village's adopted future land use map and comprehensive plan.

ORD #260126-2:ORD *Second Reading & Adoption*
AMEND FOX CROSSING MUNICIPAL CODE CHAPTER §435 ZONING
ORDINANCE – REZONE 4425 WEST PROSPECT AVENUE FROM R-1 RURAL
RESIDENTIAL DISTRICT TO I-1 LIGHT INDUSTRIAL DISTRICT

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

Part I. Chapter §435, Zoning Ordinance, and the Zoning Map made a part thereof, is hereby amended by rezoning 4425 West Prospect Avenue (parcel #121011601) from R-1 Rural Residential District to I-1 Light Industrial District as shown in Attachment 1.

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

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

Date Introduced: January 26, 2026

Date Adopted: _____

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

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

ATTACHMENT 1: Proposed Zoning Map Amendment

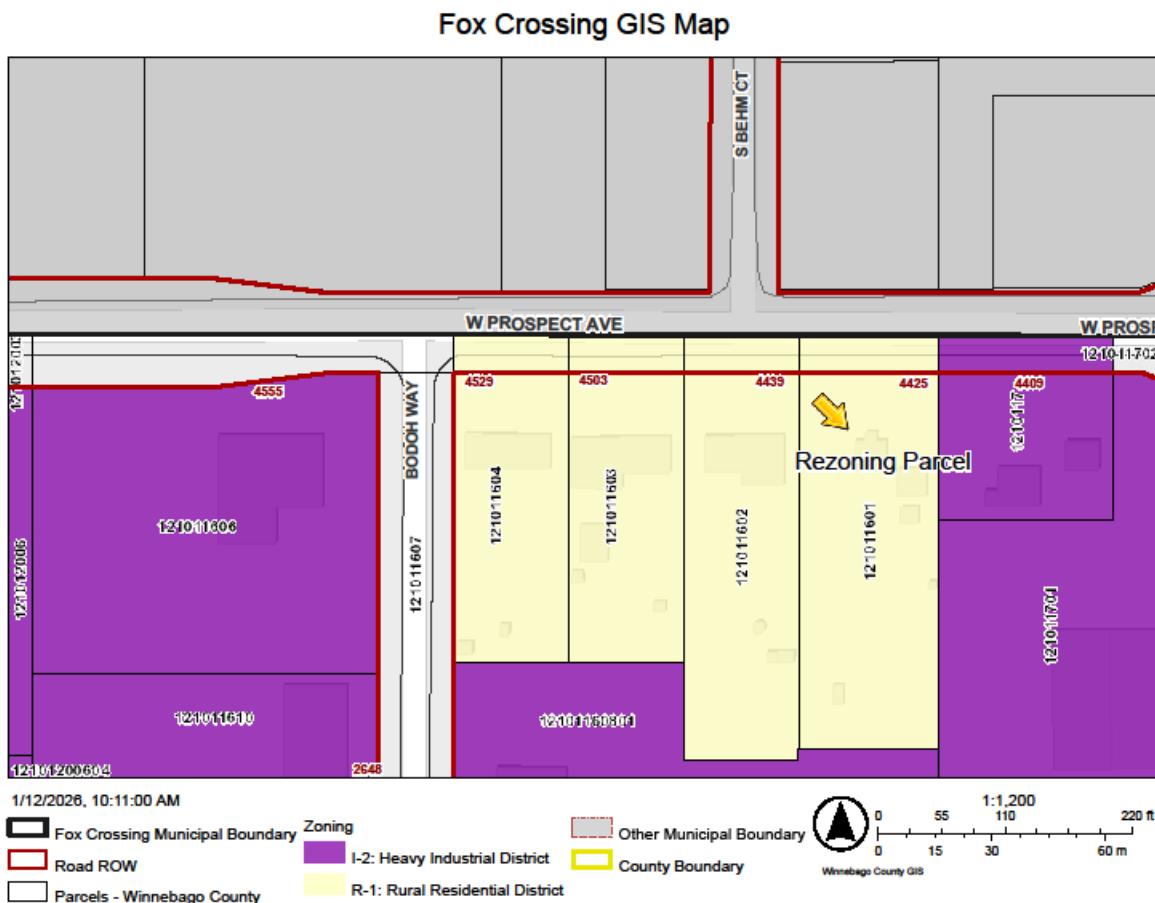


MEMO

Date: January 14, 2026
To: Village Planning Commission Members
From: Community Development Department Staff
RE: New Business Item 2 – Zoning Change 4425 W Prospect

This proposed zoning change from R-1 Rural Residential District to I-1 Light Industrial District. The future land use map identifies this property as future industrial. Thus, the proposed zoning change complies with the proposed rezoning future land use map.

The applicant is currently pursuing the demolition of the current home on the property.



Staff Recommendation

Staff recommends approval of this rezoning. It corresponds to the Village's adopted future land use map.

RES #260209-3

FINAL ACCEPTANCE OF WATER MAINS LOCATED IN SCHOLAR RIDGE PHASE 2

WHEREAS, the Village of Fox Crossing entered into an agreement for the Provision of Water Service between the Town of Clayton and the Village of Fox Crossing in January 2020; and

WHEREAS, in accordance with the Agreement, the Town of Clayton will construct water works improvements to Village specification standards; and

WHEREAS, water main improvements have been constructed by the Town of Clayton, and reviewed and approved by the Village Public Works Director; and

WHEREAS, Public Works Director Joe Hoechst recommends final acceptance of the following water mains located in the Town of Clayton, as shown on the attached map in Exhibit A shown below:

Exhibit A

Scholar Ridge Subdivision Phase 2:

- Marlo Avenue
- Cornell Avenue
- Xavier Drive
- Vanderbilt Drive

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves the final acceptance of the above listed water mains located in the Town of Clayton, as attached.

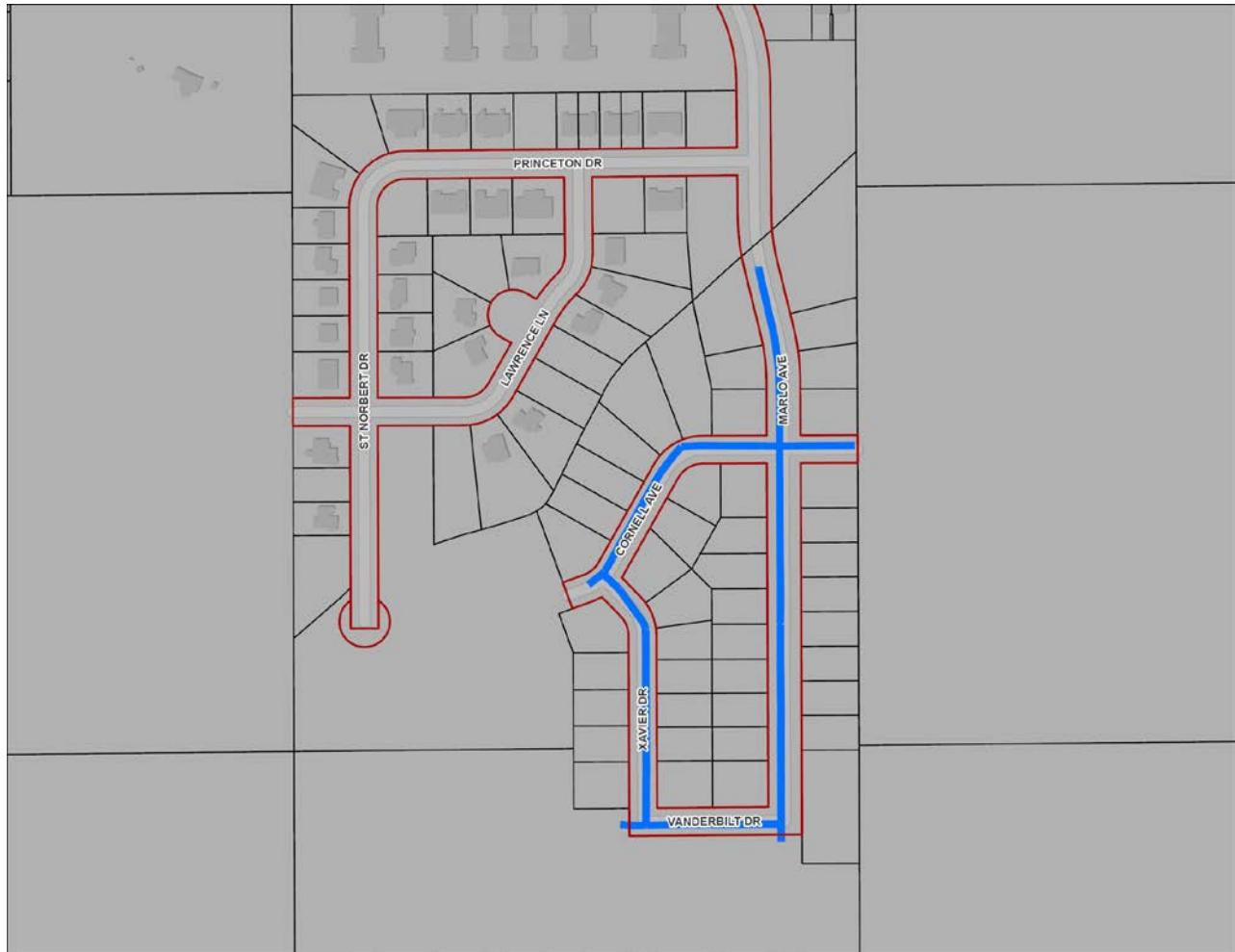
Adopted this 9th day of February, 2026

*Requested by: Joe Hoechst, Public Works Director
Submitted by: Dale A. Youngquist, Village President*

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

EXHIBIT A



- Scholar Ridge Subdivision Phase 2:
 - Marlo Avenue
 - Cornell Avenue
 - Xavier Drive
 - Vanderbilt Drive

RES #260209-4

OPERATOR LICENSE APPLICANTS

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

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

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

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

Tammy Lorbiecki – Approved

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

Adopted this 9th day of February, 2026

Requested by: Tim Callan, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

RES #260209-5

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,645,622.59

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

Pending:

General Fund	\$ 141,493.36
Special Revenue Fund	\$ 5,626.54
Debt Fund	\$ -
Capital Projects Fund	\$ 36,918.10
Water Fund	\$ 154,315.42
Sewer Fund	\$ 20,404.79
Stormwater Fund	\$ 19,026.16
Trust & Agency Fund	\$ -
Special Processed Payments	\$ 1,267,838.22
Total:	<u>\$ 1,645,622.59</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 9th day of February, 2026.

Requested by: *Jeremy Searl, Finance Director*

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

Dale A. Youngquist, Village President

Attest: Chantel M. Jaenke, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: February 3, 2026
 For Village Board Meeting of: February 9, 2026

REGULAR PROCESSED CHECKS

	AMOUNT
General Fund	\$141,493.36
Special Revenue Funds	\$5,626.54
Debt Fund	\$0.00
Capital Projects Fund	\$36,918.10
Water Fund	\$154,315.42
Sewer Fund	\$20,404.79
Stormwater Fund	\$19,026.16
Trust & Agency Fund	<u>\$0.00</u>
 Total Bills for	 <u>February 9, 2026</u>
	 <u>\$377,784.37</u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	1/21-2/3/2026	**See Attached Listing**	\$916,623.35
ACH	Employee Benefits Corp	1/20-2/4/2026	Flex Spending Claims	\$5,331.72
ACH	North Shore	2/3/2026	Deferred Comp	\$1,300.00
ACH	WDC	2/3/2026	Deferred Comp	\$9,358.47
ACH	WI DOT	1/26/2026	Suspension Fees	\$60.00
55988	Payroll	1/29/2026	Payroll	\$518.21
ACH	Payroll	1/29/2026	Payroll	\$235,089.19
ACH	Payroll	1/29/2026	Taxes	<u>\$99,557.28</u>
Total Special Processed Payments				<u>\$1,267,838.22</u>
GRAND TOTAL				<u>\$1,645,622.59</u>