

**Village of Fox Crossing Board of Trustees Regular Meeting**  
**Monday, October 23, 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) Budget Workshop #1 – October 2, 2023
  - b) Regular Village Board Meeting – October 9, 2023Minutes and Correspondence to Receive
  - c) Park Commission Meeting Minutes – September 13, 2023
  - d) Planning Commission Meeting Minutes – August 16, 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) 231023-1 Resolution Authorizing the Issuance and Sale of \$9,955,000 Waterworks System and Sewerage System Revenue Bonds of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds
  - b) 231023-2 Resolution Authorizing the Issuance and Sale of \$2,965,000 General Obligation Promissory Notes
  - c) 231023-3 Resolution Authorizing the Issuance of \$2,702,000 General Obligation Promissory Notes and the Issuance and Sale of a \$2,702,000 Note Anticipation Note in Anticipation Thereof
  - d) 231023-4 Certified Survey Map – 212 & 218 North Lake Street
  - e) 231023-5 Approve Easement and Right-of-Way Agreements, Temporary Access Agreement, and Supplemental Agreement Between the Village of Fox Crossing and ANR Pipeline Company
  - f) 231023-6 Change Order #2 & Final – 2023 Road Resurfacing Program to Include the Resurfacing of East Shady Lane West of Irish Road, the Fire Station #40 Parking Lot Project, the Fritse Park Parking Lot Addition, the Friendship Trail Paving Project, and the Gavin Curb Ramp Installation
  - g) 231023-7 Change Order #1 & Change Order #2 – Installation of Fiber Optic Network Connecting the Village Offices to O’Hauser Park and the Winchester Road Fiber Optic Network
  - h) 231023-8 Temporary Class “B”/“Class B” Retailer’s License – St. Mary’s Catholic Schools
  - i) 231023-9 Operator License Applicants
  - j) 231023-10 Expenditures
9. **Reports**
  - a) Village President Dale Youngquist – 2024 Village of Fox Crossing Budget Public Hearing to be held Monday, November 27, 2023 at 5:00 p.m. in the Arden Tews Assembly Room of the Village Municipal Complex, 2000 Municipal Drive
  - b) Trustee Kris Koeppe – Results of Electronic Recycling Event held on October 14, 2023
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  
Special Meeting of the Board of Trustees – Budget Workshop  
Municipal Complex – Arden Tews Assembly Room  
Monday, October 2, 2023 - 5:00 p.m.**

**Minutes**

**1. Call to Order**

President Dale Youngquist called the workshop to order at 5:00 p.m. Clerk Darla Fink noted those present including: President Youngquist, Trustee Michael Van Dyke, Trustee Kris Koeppe, Trustee Gregory Ziegler, Trustee Jason Patzwald, Trustee Barbara Hanson, Village Manager Jeffrey Sturgell, Director of Community Development George Dearborn, Director of Finance Jeremy Searl, Deputy Finance Director Myra Piergrossi, Fire Chief Todd Sweeney, Assistant Fire Chief Shawn Bordeaux, Police Chief Scott Blashka, and Police Captain Tim Callan. There was one attendee.

**2. Presentation of Departmental Budgets**

Director Searl presented the overview of the 2023 Proposed Budget and the scheduled departments for this evening. The proposed levy increase for this Budget is \$216,439 which is an approximate increase of 2.25%. The assessed value increased approximately 8% this year which results in a decrease in the mill rate by 6.17% to \$4.17/thousand dollars in value (last year's mill rate was \$4.45/thousand). Net New Construction was .605% this year and generated \$56,979 of new levy revenue. As compared to the rest of Winnebago County, we are on the lower end for net new construction and have been trending downward for the last couple years. He reminded the Board that the new high school does not count towards net new construction as it is tax exempt.

Director Searl and Deputy Director Piergrossi have been working together to apply for a levy limit exemption for the Village. They are going to approach this exemption application from two different avenues including the additional police and fire services needed at the new high school and the additional police service calls on the highways due to primary response changing from County to local jurisdictions. The application referencing the addition of the high school included justification of the school being tax exempt, the Village's cost of the School Resource Officer, and increased police and fire calls, however this application has already been denied by the Wisconsin Department of Revenue. The application referencing the transfer of highway services is currently under review at the state level, but the application did include a memo from the Winnebago County Sheriff and a supporting narrative from Chief Blashka, a log of calls and length of time on calls, and the need for additional officers. The calculation for this exemption came to \$159,460. We are waiting on the State for approval or denial at this time. If the State disagrees with our calculation, it will reduce the Village's shared revenue next year.

The overall assessed value increase for the Village is 8.5%, with residential increasing 10.7%, commercial increasing 4.9%, and manufacturing increasing 3.4%. This is a continued trend over the last few years with residential values increasing more than others. The Mill Rate is decreasing, but that doesn't necessarily equate to how tax bills will come out with increased assessed values. Using these assumptions, an example property with a \$200,000 value in 2022 will have a value of \$221,400 in 2023 and will see their Village taxes increase by approximately \$35.00 or 3.9% with the proposed Mill Rate.

Once again, the Village does not qualify for the expenditure restraint program. The main qualifier is to have an equalized tax rate of at least \$5.00 which we do not meet with the current proposed Mill Rate. The State made a large commitment to local government in 2023 through Act 12 and Act 19 which dedicates \$.01/dollar of State sales tax to fund programs for local government which more than doubled the State Shared Revenue we are used to seeing in recent years. This is a

sustainable program and has the potential to grow based on sales tax performance. These Acts also eliminated Personal Property Tax, therefore the revenue received in 2024 for the 2023 levy related to personal property tax will be frozen going forward and paid directly from the State.

For expenditures, Director Searl noted two separate Consumer Price Indexes (CPI) he'd like to call the Board's attention to: CPI for Expenditure Restraint and CPI for Wisconsin Employment Relations Commission. The CPI for Wisconsin Employment Relations Commission is used as the basis for setting the compensation pay plan ranges for the following year and shows an increase of 6.26% (the previous year's increase was 7.17%). Last year, the wage ranges jumped 7.17%, but the average wage increase was only 5% so we lost ground. This Budget has 4% set aside for wage increases with approximately \$15,000 for additional adjustments, however we will be losing ground again on the pay plan ranges. There is no change proposed to the employee review and wage approval process from Manager Sturgell. The CPI for Expenditure Restraint is calculated at 7.7% (same as last year) which does not impact the Village as we don't qualify for this program, however it is a good indicator of the State's inflation rate.

This budget does include two new full-time positions as well as a promotion from ¾ time to full-time for another position. Health Insurance is showing a 10.6% increase in the 2023 lowest cost State health insurance plan in Winnebago County, which remains Network Health Plan. With this rate increase and a few changes from family to single plans, the total increase to the Village is approximately \$120,000. Wisconsin Retirement System increased the pension contribution for non-represented employees by .1% to 6.9% while protected employees increased 1.10% to 14.32% which accounts to a total of \$35,000 for existing employees. Dental Insurance is increasing 3% for 2024. He reminded the Board of the change approved earlier this year in the new personnel policy where all non-represented employees will now pay 10% of the dental premium compared to 15%, for a total cost increase of \$2,000 to the Village. Trustee Hanson asked if the Village shops around to other vendors when these rates increase to see if we should look elsewhere. Manager Sturgell advised the Human Resource Director completes a review annually, but advised if we would go out to the market, we are not allowed to go back to the State plan for a number of years per State Statute. Director Searl advised we are currently lumped in with other municipalities which allows us to get a lower rate than we would be able to get on our own in the open market.

The current Police Union contract ends on December 31<sup>st</sup>, but a new contract has already been successfully negotiated to go through 2027. The contract pay rate increase includes 2% in mid-March and an additional 2% in mid-September. The new contract also includes changes to the longevity program, clothing allowance, and education incentives.

The proposed Budget is offset with approximately \$750,000 of fund balance which is half of last year. This includes \$78,000 related to Equipment Replacement Fund (ERF) increases for 2024 purchases. Overall, there is a significant number of increases in future costs of replacements due to inflation, but there are no additional transfers proposed pending the results of a detailed review of the ERF coming in the next few months. Excluding use of Fund Balance, the 2024 transfer to the ERF will be \$1,027,331. This also includes \$45,000 in carryovers of 2023 budgeted activity that will not be completed this year and are being requested for 2024. With these figures, the unassigned fund balance use based on the projected 2023 year-end fund balance is estimated at 25.7% of next year's budgeted expenditures which is well within the Village policy of 20-30%.

### Fire Department

Director Searl stated the revenues for fire dues were increased this year to be more in line with actuals from 2023. Act 12 provided additional money for public safety which is expected to be sustainable going forward. The Budget includes a \$50,000 transfer from fund balance for the new firetruck which was discussed last year to split the cost of the price increase in hopes of receiving

the truck by the end of 2024. Trustee Koeppel questioned the revenues from the vehicle incident response line and asked if that is only collected from non-residents. Chief Sweeney advised everyone gets billed for this, however residents are billed at a lower rate than non-residents.

In the payroll account, the Fire Fighter pay schedule change was discussed in detail last year to provide an increase then with a promise from the Board to increase another \$1.00/hour effective in January 2024 and \$1.00/hour effective in July 2024 for paid-on-call firefighters. The total cost for both of these increases is \$49,700. There is also a request this year to add a full-time Lieutenant and switch coverage to a 6:00 a.m. – 6:00 p.m. shift with two Lieutenants rotating on a 3 on/3 off schedule to provide better leadership consistency over the year. This would increase part-time hours by 1,456 hours. Additionally, to bring weekend nights to four firefighters on alternating shifts, there would be an increase of another 1,872 hours for a total wage increase in 2024 of \$157,000. The additional full-time Lieutenant and additional hours of coverage needed were cut during Manager Sturgell's cuts so these are not included in this proposed Budget. The increased pay rate schedule for paid-on-call firefighters was included in this Budget.

Chief Sweeney stated that at the last two stakeholder meetings, staffing was the main issue discussed. Weekend staffing has improved the department's response times dramatically and the requested full-time Lieutenant position would fill weekends and weekdays when Fire Marshal Tedford needs to get larger inspections done on properties, such as the new high school. He stated the department will not be able to continue performing at the level it has been with this staffing level and needs to grow with the rest of the Village or we will burn out and lose current staff. Chief stated we should start to think about replacing some part-time positions with full-time officers to provide more stability and consistency for the department. He expressed his gratitude to the Board for continuing the efforts to increase pay for the paid-on-call firefighters. He stated currently one-third of the positions at Fire Station #41 are open at this time. They have done mailers, have placed signage on the roads, and completed other marketing measures and are now forming a committee to come up with different avenues of attracting more staff. He stated they have been collaborating with Fox Valley Tech on this and do have a strong part-time base to pull from, however, the paid-on-call positions are the current challenge.

In the 0241 Building Maintenance Account, there is a request for \$5,400 offset with fund balance to replace the bay service door at Station #40 which was not completed in 2023 due to other costs that came up. Both Fire Stations are requesting backflow preventers per a conversation with Superintendent Tracey for a total of \$8,000 offset with fund balance. They are also looking to replace the generator valve at Station #40 (which is the Village EOC location) as they are looking to get a few more years of life out of this machine before replacing it completely which will be offset with fund balance.

The 0320 Subscriptions and Dues Account, there is a savings based on a Resolution that the Board approved a few weeks ago allowing the Fire Department to have the NFPA available online rather than having to maintain printed copies. The 0335 Training Account has a request of \$2,000 for Blue Card Command Testing for the new Division Chief of Training which will be offset with fund balance. The 0346 Uniform Expenses Account continues the plan of replacing ten sets of firefighter turnout gear per year, however the cost of these sets increased by 35%, so they are suggesting financing two of them from fund balance and placing the rest on the levy. The 0361 Operational Equipment Supplies account includes \$580 for a new thermal imaging camera which was moved to a special revenue fund which had a donation from years ago to cover this equipment. The 0390 EOC Operating Supplies includes \$5,000 to bring back a training test/situation and includes four monitors and two wall-mounted computers offset with fund balance.



As previously mentioned there is a \$50,000 transfer to the ERF for the replacement engine from fund balance. The new pumper was ordered in 2022 for a cost of \$815,000 but with price changes and any final modifications, the cost is expected at \$825,000.

Trustee Ziegler asked if the department has any other training options in-state that would save some funds as compared to the requested out-of-state trainings. Chief Bordeaux advised that these trainings include the Fire Department Instructors Conference, National Fire Academy, and the possibility for travel expenses for the Accreditation Manager as it is uncertain where that training will take place. He advised none of these trainings are currently held in Wisconsin.

Trustee Koeppe asked about the American Firefighter Grant for 2024. Chief Sweeney advised they apply for this grant every year. Last year it was for the EOC generator and they are still waiting to see if it will be awarded. Chief Sweeney advised they posted for the Division Chief-of-Training position but did not find the right candidate the first time. They posted this position again and are reviewing the new candidates that applied to evaluate before sending to the Police & Fire Commission for final decision.

Manager Sturgell explained the full-time Lieutenant position was the last cut he made to the proposed budget. The position along with the extra hours of coverage for a total of \$157,000 was too big of a cost to absorb, however this is something he takes very seriously and wants to keep working at as he agrees this department needs to grow with the community.

### Community Development

Director Searl explained the revenue changes for Community Development as the building, electrical, heating, and plumbing permit revenues all decreased to be more in line with expectations without the Neenah High School and Coppens projects. In Payroll expenditures, Director Dearborn requested an administrative assistant at a cost of approximately \$70,000 which has been cut by Manager Sturgell. Director Dearborn also requested a Stormwater Specialist position for a total of \$84,000 which was cut as we received a similar request from Streets for this position which will be detailed later. This is a position that will help out many different departments, however the position will fall under the Street Department and will be funded 80% Stormwater and 20% Village. There was also a request to increase the intern hours by 260 hours which was cut, however the pay increase of \$2.00/hour for the intern position was approved.

Director Dearborn explained the reasoning for his request for an additional employee which includes assisting with the MS-4 permit report which gets more complex every year, the number of inspections on commercial projects, inspections of commercial ponds, and the allowance of time to complete more economic development efforts. He stated he is meeting with McMahon this week to discuss any assistance they could provide on this front.

In the 0210 Contracted Services Account, there is a large increase to hire a consultant for a review and re-write of the Village zoning code for \$22,000 funded out of fund balance. There is an economic incentive payment we expect to pay out to Stingray Holdings 4, LLC for the Golf Bridge Drive project this year as it is expected they will meet the sufficient assessed value, which will come out of the 0799 Economic Developers Incentive Account.

Trustee Koeppe asked the reason for the request to purchase a drone. Director Dearborn stated the drone has been requested for multiple years but has been cut by Manager Sturgell prior to coming before the Board. He would like to use the drone to get an aerial view of properties for both stormwater and code violations. However, since this budget request a new program has been offered by the County to provide updated aerial photographs annually which is better than what we have access to now and was included in this budget. He stated the drone could also be used by

the Police Department, Fire Department, and Parks Department. The Board asked if the drone would pay for itself in violations. Chief Blashka advised he would not use a drone for violations, but more for search and rescue missions and stated they do have access to a drone that the City of Menasha owns.

### Administration

Director Searl stated there aren't many changes to this budget. Due to the new personnel policy, \$300 has been added to the 0398 Personnel Recruitment Account for the new employee referral program. There is an increase in the ERF due to the purchase of Van #109 which has a higher estimated replacement cost. Last year there was \$10,000 put aside for a recruitment video similar to what was done for the Fire Department but intended for the Village as a whole to be offset with fund balance, however those funds were not used.

### Assessor

Director Searl stated we are in the first year of a six year market readjustment assessment contract with Accurate Appraisal, LLC at \$54,000 per year which is a decrease as the previous rate was \$59,800 per year.

### Clerk/Elections

Director Searl stated the main change to this department budget is due to 2024 have four elections rather than two this year which generates an increase of approximately \$23,000 in expenditures. He advised there have been discussions in the legislature regarding bar operator licensing being taken care of at the state vs. municipal level which affected the amounts in both revenue and expenditures accounts. Trustee Ziegler asked how fast these changes are coming. Clerk Fink advised this information is slowly coming from the Wisconsin Department of Revenue, however they did advise if the new legislation passes it will include the option for an operator to apply for a statewide license through the State, or a Village only license through our office.

Trustee Hanson asked how much the churches have been charging for use during elections. Clerk Fink advised each church charges \$100 per election and have been great to work with. Director Searl advised there is a request to purchase four new voting booths which do include a handicap accessible voting booth for a cost of \$4,000 offset with fund balance.

Director Searl stated Clerk Fink has been working with IT and other departments to move the Village website updates forward, along with adding many of the licensing forms online for resident use.

### Finance

Director Searl stated the big change in this department is in interest income. Rates have increased but we are conservatively increasing this amount by \$65,000. Weights and Measures stays the same as we use City of Appleton's fee amounts. The Impact Fee Study was planned to be completed in 2023, however this will be rolled over to 2024 which was a \$15,000 cost offset with fund balance and will go out for bid. The Mileage, Meals, and Lodging Account includes the cost for Director Searl to attend the Central Square out-of-state conference with Director Plagenz. Recently there have been significant changes to the accounting software, and they both thought it best to attend this conference in Dallas, Texas in person before making changes to the budget in 2025. Deputy Director Piergrossi also plans to attend the out-of-state GFOA conference.

### Miscellaneous-General Government

Director Searl explained the transfers from water, sewer, and stormwater for administrative oversight are standard transfers for their use of this building and staff. There is a transfer of \$50,000 from the stormwater utility for debt repayment. There is a request for use of fund balance to allow for an extra 200 hours for the custodian position. The current custodian will be retiring early January 2024 and then using five weeks of vacation, however we will need to employ a custodian during that time so there is a small overlap. There is an increase of \$30,000 in revenue from PILOT (payment in lieu of taxes) from the utility district. This Budget includes an increase of \$452,172 in shared revenue from the State of Wisconsin which was discussed earlier. There is also an expected increase in cable franchise fees of \$10,000.

Director Searl advised they placed \$15,000 in this budget offset with fund balance for generator repairs at the Municipal Complex due to an outage that occurred recently, where it was realized the transfer switch was no longer functioning properly. It was also discovered that the solar panels at the Municipal Complex are not mapped into the WE Energies system, therefore the power box needs to be upgraded to properly track their usage. Finally, the non-representative wage adjustment is budgeted for \$180,144 with an additional \$15,800 for market wage adjustments, which equates to a 4% wage increase for non-represented employees.

### Legislative

Trustee Hanson asked how much of a budget the Board has to attend trainings. Director Searl stated there is \$1,050 combined in the training and miles, meals, and lodging accounts. Deputy Director Piergrossi highly recommended Board Members attending the League of Wisconsin Municipalities conference to learn what is up and coming, and is great for new Board Members too. Director Searl indicated these accounts can always be increase if Board Members are going to use the funds more frequently.

### Debt Service

Director Searl stated this fund lists all debts, expected principal and interest payments for the year, and other estimates from Baird. He noted these figures do not currently include the Leaf Truck Vacuum financing as discussed at the previous meeting. The Board discussed using the garbage fund balance to pay the remaining \$140,000, rather than borrowing for this. The Board decided to use the garbage fund to pay for this new equipment rather than borrowing additional funds.

### Additional Information

Director Searl advised the Village organizational chart by department has not changed. The Street Department still includes a Street Superintendent and any changes regarding a Director of Public Works will be made once that position is filled. The chart includes another maintenance worker in Streets, increases the Recreation Supervisor to full-time hours, a maintenance worker in utility that will be split 50/50 between water and sewer, along with an additional Police Lieutenant. There are no changes to the pay scale for positions but the wage scale has increased 6% due to the updated CPI adjustment.

### Special Revenue Funds

Director Searl went through the separate special revenue funds. The Per Capita Grant is based on population from the County, however the Grant funds dropped to \$.90 per resident from over \$1.00/resident by the County Executive. These funds are for economic development and any leftover funds get transferred to the Community Development Department. There are a number

of donation and other accounts including the Room Tax Account, K-9 Fund, Santa Float Fund, Disc Golf, etc. All of these monies are kept separate and are spent towards the specific fund they are designated for.

3. **Motion to reconvene to the October 9, 2023 Budget Workshop which will begin at 5:00 p.m.**  
At 8:23 p.m., **MOTION:** Trustee Koeppel, seconded by Trustee Van Dyke to reconvene to the October 9, 2023 Budget Workshop at 5:00 p.m. Motion carried via voice vote.

Respectfully submitted,

Darla M. Fink, Village Clerk

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

**VILLAGE OF FOX CROSSING  
BOARD OF TRUSTEES REGULAR MEETING  
Municipal Complex – Arden Tews Assembly Room  
Monday, October 9, 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 Koeppe, Gregory Ziegler, Jason Patzwald (via teleconference), and Barbara Hanson.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Chief of Police Scott Blashka, Police Captain Tim Callan, Director of Parks & Recreation Amanda Geiser, Attorney Andrew Rossmeissl, Engineer Bradley Werner, and Engineer Lee Reibold. Excused: Fire Chief Todd Sweeney and Utility Superintendent David Tracey. There were six attendees.

**2. Awards / Presentations**

**3. Public Hearings**

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

**Minutes to Approve**

- a) Budget Workshop #0 – September 25, 2023
- b) Regular Village Board Meeting – September 25, 2023

**Minutes and Correspondence to Receive**

**MOTION:** Trustee Van Dyke, seconded by Trustee Koeppe to approve the minutes and accept 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) 231009-1 Proclamation to Designate the Storage Building Located at 2021 Municipal Drive as the “Randy P. Gallow Building”, and the Access Drive as “Gallow Way”

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

- b) 231009-2 2023 Budget Amendment to Provide Funds for the Purchase of a Truck Mounted Leaf Vacuum for the Garbage & Recycling Leaf Collection Program

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

- c) 231009-3 Final Street Acceptance for Winding Creek Estates 4 Subdivision

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

- d) 231009-4 Final Street Acceptance for Jacobsen Meadows 3 Subdivision  
**MOTION:** Trustee Van Dyke, seconded by Trustee Hanson to approve as submitted. Motion carried via voice vote.
- e) 231009-5 Final Street Acceptance for Prairie Lake Condominium 4 Subdivision  
**MOTION:** Trustee Hanson, seconded by Trustee Koeppe to approve as submitted. Motion carried via voice vote.
- f) 231009-6 Change Order #1 & Final – Bridgeview Court Storm Sewer Improvement Project  
**MOTION:** Trustee Ziegler, seconded by Trustee Koeppe to approve as submitted. Motion carried via voice vote.
- g) 231009-7 Operator License Applicants  
**MOTION:** Trustee Ziegler, seconded by Trustee Koeppe to approve as submitted. Motion carried via voice vote.
- h) 231009-8 Expenditures  
**MOTION:** Trustee Ziegler, seconded by Trustee Koeppe to approve the expenditures submitted without exception. Motion carried via voice vote.

## 9. Reports

### a) Village President Dale Youngquist

- *Announcement of Budget Workshop Dates*
- *2024 Village of Fox Crossing Budget Public Hearing to be held Monday, November 27, 2023 at 5:00 p.m. in the Arden Tews Assembly Room of the Village Municipal Complex, 2000 Municipal Drive*

President Youngquist provided the upcoming Budget Workshop dates along with the Budget Public Hearing date of November 27<sup>th</sup> at 5:00 p.m., all of which are open to the public.

### b) Trustee Kris Koeppe – Fall Electronic Recycling Event will be held on Saturday, October 14, 2023 from 8:00 a.m. to Noon at the Municipal Complex

Trustee Koeppe reminded residents that the Sustainability Committee will be hosting the Electronic Recycling Event Saturday in the Municipal Complex Street Garage. He advised information was sent out in utility mailers and is available on the Village website.

### c) Parks & Recreation Director Amanda Geiser

- *Fall & Winter Parks & Recreation Special Event Update*
- *Annual Trick-or-Treat Hours in the Village – October 31, 2023 from 4:00 p.m. to 7:00 p.m.*

Director Geiser advised the Board and residents of the upcoming events for Parks and Recreation including the Trick-or-Treat Trail at Fritsch Park on Tuesday, October 17<sup>th</sup>, and Breakfast with Santa and the Ugly Sweater Shuffle to both be held in December. Trick-or-Treating hours in the Village will be on Halloween evening from 4:00 p.m. to 7:00 p.m.

## 10. Closed Session

## 11. Adjourn

At 6:12 p.m., **MOTION:** Trustee Ziegler, seconded by Trustee Koeppe to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Fink, Village Clerk

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



# FOX CROSSING PARKS & RECREATION DEPARTMENT

2000 Municipal Drive Neenah, WI 54956-5663  
Phone (920) 720-7108 Fax (920) 720-7113  
www.foxcrossingwi.gov | parkrec@foxcrossingwi.gov

## PARK COMMISSION MEETING MINUTES

September 14, 2023

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

**Staff Present:** Director Amanda Geiser

\* \* \* \* \*

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

### APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the August 9, 2023, regular meeting minutes. Commissioner Patel motioned to accept the minutes, seconded by Commissioner Sylvester. Motion carries.

### PUBLIC FORUM

- None

### DISCUSSION/PRESENTATION

- **Discount Ticket Program:** The total figures from the 2023 program were reviewed. This was the best year in terms of sales and tickets sold. Due to credit card processing fees, a brief discussion ensued as to whether or not purchases should be allowed by using credit cards in the future. The staff will try to review approximately how much the department paid in fees this summer.

### REPORTS

- A. **Park Report:** Accepted as written.
- B. **Recreation Report:** Accepted as written.
- C. **Director Report:** Accepted as given.
- D. **Commission Reports:**
  - **Commissioner Beson:** Mentioned he mowed areas at Gant Park and Butte des Morts Park. He also installed a small culvert by the trail at Butte des Morts Park.
  - **Commissioner Kurer:** Asked what if there are any dedicated pickle ball court plans for the future.
  - **Commissioner Otto:** Questioned why the Friendship Trail between CB and Irish Rd. was closed. He also mentioned that he has talked to the fiber project manager and he said they are dealing with some rocky conditions near O’Hauser Park.
  - **Commissioner McCoy:** No Report
  - **Commissioner Patel:** No report
  - **Commissioner Sylvester:** No report
  - **Commissioner Wollerman:** Not report

### OLD BUSINESS

- None

### NEW BUSINESS

- A. **Suburban Athletics Storage Facility:** Commissioner Sylvester made a motion to enter into an agreement which will allow Suburban Athletics to construct a storage facility at O’Hauser Park, so long as Suburban Athletics works



*with Village Staff, ensures the necessary steps are followed and receives the necessary permits. Commissioner Kurer seconded.*

Director Geiser detailed a request made by Suburban Athletics Inc. (SAI) to construction a storage shed at O'Hauser Park. In an effort to continue improving O'Hauser Park, and specifically Larsen Field, SAI plans to remove the current dugouts. The club indicates they are short on storage space and once the dugouts have been removed, they'd like to use the existing 40' x 10' concrete pad under the dugout along the first base line, to add another pad, and construct a 40' x 20' shed.

The Commission had concerns and comments that included:

- Why does the shed need to be so large?
- SAI's numbers have been declining and Larsen Field has sat empty for a long time.
- Along with removing the dugouts, all of the current fencing should also be removed.
- The placement of a storage shed right by the field seems odd (back side of shed is along fence line).
- Is there a better spot in the park for this?
- What is the plan for drainage as it appears the area slopes towards the field?
- Larsen Field is currently an eyesore, what is the plan for future use?
- SAI should consider looking for a more centrally located facility between all of their locations.
- If the club is looking to store more concessions in the current stand it should be more pest-proof than it is right now.

It was an overall recommendation that Director Geiser meet with SAI leadership to discuss the Commission's concerns and suggest the club return with a more detailed plan, including a proposed drawing of the facility.

*The motion was put to a vote and failed 0-7.*

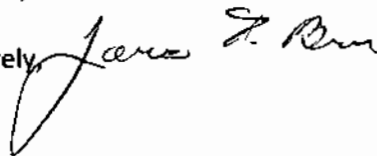
- B. Adopt-A-Trail:** *Commissioner Otto made a motion to approve the Adopt-A-Trail Request made by the Division of Community Corrections Region 4. Commissioner Patel seconded. All agreed; motion passed.*

#### **ADJOURNMENT**

Commissioner Otto motioned, seconded by Commissioner Sylvester, to adjourn the Park Commission meeting at 7:13PM. Motion carries unanimously.

***The next Commission meeting is scheduled for October 11, 2023, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.***

Sincerely,



Jim Beson  
Chairperson - Village of Fox Crossing Park Commission

VILLAGE OF FOX CROSSING  
PLANNING COMMISSION MEETING  
Municipal Complex – Arden Tews Assembly Room  
Wednesday, August 16, 2023 at 5:15 PM

Minutes

**CALL TO ORDER**

The Planning Commission meeting was called to order by Chairman Jochman at 5:17 p.m.

PRESENT: Chair: Mr. Dennis Jochman  
Vice Chair: Mr. Aaron Sabel  
Commissioners: Mr. Tom Young  
Ms. Tracy Romzek  
Mr. Michael Scheibe

EXCUSED: Mr. Morris Cox  
Mr. Thomas Willecke

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

Others: 3 others present

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES** – July 19, 2023

**MOTION:** Mr. Young, seconded by Mr. Sabel to approve the meeting minutes of July 19, 2023.

Motion carried 5-0-0

**PUBLIC HEARING**

1. Future Land Use Amendment – Government, Institutional and Utilities to Neighborhood Mixed Use, Medium and Low Density Residential.

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

Motion carried 5-0-0

Director Dearborn referred to a map showing properties the future land use map indicates as government, institutional and utilities, which no longer are valid for those uses because of land sales and pending land ownership changes. He felt the proposed land use changes would better reflect the future uses.

Bob Seubert 1417 Prairie Lake Circle, Neenah, WI

Bob Seubert questioned how and who came to the conclusion of low density and medium density. He raised concern if there is a possibility for construction of apartment complexes and that this new development may lower property values.

Director Dearborn explained that the decision had been made after the following steps of a 2018 comprehensive plan, multiple public hearings, and Village board and committee discussion of land use.

The Commissioners Assured Bob Seubert that if apartments were proposed to be built it would need to enter into public hearings of review prior to moving forward.

Tammy Mackai 1429 Prairie Lake Circle, Neenah WI

Tammy Mackai feels that the property is not large enough to put a condo association in. The area to the left has had the association docs changed and does not have the votes to develop it as rental properties. She feels that the development of duplexes will lower property values.

Director Dearborn explained that even with low density residential there is no guarantee that it will not be developed into duplexes or rentable housing.

Jayne Budde 1412 Westcreek Lane, Neenah, WI

Jayne Budde asked for a definition of what is low density and what does it mean.

Director Dearborn explained what low density development is and could be.

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

Motion carried 5-0-0

**OLD BUSINESS**

None

**NEW BUSINESS**

**1. Future Land Use Amendment – Government, Institutional and Utilities to Neighborhood Mixed Use, Medium and Low Density Residential**

Director Dearborn gave a brief overview of the properties and presented a map showing the locations. He also informed the Commission that proper notices were sent out to surrounding local governments and property owners in proximity to the Church Pond project.

There was some discussion among commissioners regarding the property just East of Prairie Lake Circle, as to whether the future land use should be medium or low density residential.

**MOTION:** Mr. Scheibe, seconded by Ms. Romzek to approve the future land use amendments as presented by staff.

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

**2. CSM – Habitat for Humanity – Wheeler Rd.**

Director Dearborn said the applicant is proposing the CSM to create two parcels from one larger parcel for the purpose of constructing two Habitat homes. He stated the two proposed lots meet current lot size requirements.

**MOTION:** Mr. Sabel, seconded by Mr. Scheibe to approve the CSM with the following conditions, that all taxes be paid and a copy of the recorded CSM be provided to the department.

Motion carried 5-0-0

**OTHER BUSINESS****1. Development Activity Report**

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

**COMMUNICATIONS****1. Sustainability**

The Sustainability Committee did not meet in August.

**PUBLIC FORUM****Tammy Mackai 1429 Prairie Lake Circle, Neenah WI**

Tammy Mackai disagreed with Director Dearborn that single family home construction has decreased overall and felt it has increased. She also stated the land east of Prairie Lake Condos should be single family homes in the future and that the Village had plenty of mixed use and medium density areas set aside for future growth. She also felt the State of Wisconsin is pushing for more duplex and apartment development and not home ownership, yet home ownership creates more value for the Village. She also suggested the Village consider purchasing the small parcel of land on the south side of Jacobson Rd. which is primarily wetland and use it for a future park or recreational area.

**ADJOURN**

At 6:15 p.m., **MOTION:** Mr. Sabel seconded by Mr. Scheibe to adjourn.

Motion carried 5-0-0

Respectfully submitted,

Daniel Dieck, Recording Secretary

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

RES #231023-1

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$9,955,000  
WATERWORKS SYSTEM AND SEWERAGE SYSTEM REVENUE BONDS OF THE  
VILLAGE OF FOX CROSSING, WINNEBAGO AND OUTAGAMIE COUNTIES,  
WISCONSIN, AND PROVIDING FOR THE PAYMENT OF THE BONDS AND OTHER  
DETAILS WITH RESPECT TO THE BONDS**

WHEREAS, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village") now owns and operates its Waterworks System and its Sewerage System, public utilities (the Waterworks System and the Sewerage System and all properties of every nature in connection with such Systems now or hereafter owned by the Village, including all improvements and extensions thereto, all real and personal property of every nature comprising part of and used or useful in connection therewith, and all appurtenances, contracts, leases, franchises and other intangibles, but excluding the treatment facilities operated by Grand Chute Menasha West Sewerage Commission, are hereinafter referred to collectively as the "System"); and

WHEREAS, prior to the incorporation of the Village in 2016, the System was owned and operated by the Town of Menasha (the "Town") but now is a public utility of the Village; and

WHEREAS, pursuant to a resolution adopted on January 12, 2015 (the "2015A Resolution"), the Town issued its Waterworks System and Sewerage System Revenue Refunding Bonds, dated February 9, 2015 (the "2015A Bonds"), which bonds are payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on October 26, 2015 (the "2015B Resolution"), the Town issued its Waterworks System and Sewerage System Revenue Bonds, Series 2015B, dated November 16, 2015 (the "2015B Bonds"), which bonds are payable from the Revenues of the System and are on a parity with the 2015A Bonds; and

WHEREAS, the 2015A Bonds and the 2015B Bonds are now obligations of the Village, payable from the Revenues of the System; and

WHEREAS, pursuant to a resolution adopted on March 13, 2017 (the "2017 Resolution"), the Village issued its Waterworks System and Sewerage System Revenue Bonds, dated April 3, 2017 (the "2017 Bonds"), which bonds are payable from the Revenues of the System and are on a parity with the 2015A Bonds and the 2015B Bonds; and

WHEREAS, pursuant to a resolution adopted on June 11, 2018 (the "2018 Resolution"), the Village issued its Waterworks System and Sewerage System Revenue Bonds, dated July 12, 2018 (the "2018 Bonds"), which bonds are payable from the Revenues of the System and are on a parity with the 2015A Bonds, the 2015B Bonds and the 2017 Bonds; and

WHEREAS, pursuant to a resolution adopted on September 23, 2019 (the "2019 Resolution"), the Village issued its Waterworks System and Sewerage System Revenue Bonds, dated October 15, 2019 (the "2019 Bonds"), which bonds are payable from the Revenues of the System and are on a parity with the 2015A Bonds, the 2015B Bonds, the 2017 Bonds and the 2018 Bonds; and

WHEREAS, pursuant to a resolution adopted on October 19, 2020 (the "2020 Resolution"), the Village issued its Waterworks System and Sewerage System Revenue Bonds, dated November 9, 2020 (the "2020 Bonds"), which bonds are payable from the Revenues of the System and are on a

parity with the 2015A Bonds, the 2015B Bonds, the 2017 Bonds, the 2018 Bonds and the 2019 Bonds; and

WHEREAS, the Village has outstanding (i) its Note Anticipation Note, dated December 13, 2021 (the "2021 Note") and (2) its Note Anticipation Note, dated October 3, 2022 (the "2022 Note"); and

WHEREAS, the Village has determined (1) that certain additions, improvements and extensions to the System (the "Project") are necessary to adequately supply the needs of the Village and the residents thereof; and (2) that it is necessary and desirable to refund all of the 2021 Note and the portion of the 2022 Note which financed additions, improvements and extensions to the System (collectively, the "Refunded Obligations") on their December 1, 2023 maturity dates for the purpose of providing permanent financing (the refunding of the Refunded Obligations shall be referred to herein as the "Refunding"); and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements from the proceeds of the bonds, which bonds are to be payable only from the income and revenues of such utility and are to be secured by a pledge of the revenues of the utility; and

WHEREAS, it is necessary, desirable and in the best interests of the Village to authorize and sell revenue bonds for the purpose described above, which bonds shall be payable solely from the Revenues of the System and are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes, on a parity with the Outstanding Prior Issues (defined below); and

WHEREAS, the 2015A Resolution, the 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution and the 2020 Resolution permit the issuance of bonds payable from the Revenues of the System on a parity with the outstanding 2015A Bonds, 2015B Bonds, 2017 Bonds, 2018 Bonds, 2019 Bonds and 2020 Bonds (collectively, the "Outstanding Prior Issues") upon certain conditions, and those conditions have been met; and

WHEREAS, it is the finding of the Village Board that it is in the best interest of the Village to authorize the issuance of and to sell the revenue bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser"); and

WHEREAS, the Purchaser intends to submit a bond purchase agreement to the Village (the "Proposal") attached hereto as Exhibit A and incorporated herein by this reference offering to purchase the Bonds in accordance with the terms and conditions set forth in the Proposal.

NOW, THEREFORE, the Village Board of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin, do resolve that:

Section 1. Authorization of Bonds. For the purpose of paying the cost of the Project and the Refunding, the Village shall borrow on the credit of the Revenues of the System the sum of \$9,955,000. Negotiable, fully-registered bonds of the Village, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Waterworks System and Sewerage System Revenue Bonds", shall be numbered from R-1 upward and shall be dated November 13, 2023. The Bonds shall bear interest at the rates per annum set forth

in the Proposal and shall mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference.

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing May 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

The Bonds maturing on May 1, 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on May 1, 2031 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that certain of the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on attachment Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.]

The Schedule is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and the Revenues pledged to such Fund, and sufficient Revenues are pledged to the Special Redemption Fund, and shall be used for no other purpose than to pay the principal of and interest on the Outstanding Prior Issues, the Bonds and Parity Bonds as the same fall due.

The Village Board hereby determines that the Refunding is advantageous and necessary to the Village.

Section 1B. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Outstanding Prior Issues. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Outstanding Prior Issues, any Parity Bonds and the Bonds as the same becomes due.

Section 2. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due on the Outstanding Prior Issues, the Bonds and Parity Bonds in any Bond Year.

"Bond Year" means the one-year period ending on a principal payment date for the Bonds.

"Clean Water Fund Bonds" means the Sewerage System Revenue Bonds, Series 2009, dated December 9, 2009, which were issued by the Town, and any additional bonds which are payable from revenues of the treatment facility operated by the Grand Chute Menasha West Sewerage Commission.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the Village with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the Village for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, and specifically including payments made by the Village to the Grand Chute Menasha West Sewerage Commission representing debt service payments on the Clean Water Fund Bonds, but excluding depreciation, tax equivalents and debt service (other than debt service on the Clean Water Fund Bonds).

"Parity Bonds" means additional bonds issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 9 of this Resolution.

"Reserve Requirement" means an amount equal to the least of (i) the amount currently on deposit in the Reserve Account plus an amount equal to 10% of the proceeds of the Bonds, (ii) maximum annual debt service on the Outstanding Prior Issues and the Bonds in any Bond Year, or (iii) 125% of the average annual debt service on the Outstanding Prior Issues and the Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, "Reserve Requirement" shall mean the amount on deposit in the Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from the proceeds of the Parity Bonds pursuant to Section 148(d)(1) the Code, but shall not exceed the maximum amount of principal and interest due on the Outstanding Prior Issues, Bonds and Parity Bonds in any Bond Year.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the Village for services rendered to it, and all moneys received from any other source, including income derived from investments.



Section 4. Income and Revenue Funds. When the Bonds shall have been delivered in whole or in part, the Revenues shall be set aside into the Waterworks System Revenue Fund and Sewerage System Revenue Fund, respectively, and shall be transferred into the following separate and special funds, which funds were created and established by a resolution adopted April 10, 2000 (the "2000 Resolution") and are hereby continued and shall be used and applied as described below:

- Revenues of the Waterworks System in amounts sufficient to provide for the reasonable and proper operation and maintenance of the Waterworks System through the payment of Operation and Maintenance Expenses shall be set aside into the "Waterworks System Operation and Maintenance Fund."
- Revenues of the Sewerage System in amounts sufficient to provide for the reasonable and proper operation and maintenance of the Sewerage System through the payment of Operation and Maintenance Expenses shall be set aside into the "Sewerage System Operation and Maintenance Fund."
- Revenues of the Waterworks System and Sewerage System in amounts sufficient to pay the principal of and interest on the Outstanding Prior Issues, the Bonds and Parity Bonds and to meet debt service reserve requirements shall be set aside into the "Waterworks System and Sewerage System Revenue Bond and Interest Special Redemption Fund" (the "Special Redemption Fund") to be applied to the payment of the principal and interest on the Outstanding Prior Issues, the Bonds and Parity Bonds. The monies standing in the Special Redemption Fund are irrevocably pledged to the payment of principal of and interest on the Outstanding Prior Issues, the Bonds and Parity Bonds.
- Revenues of the Waterworks System in amounts sufficient to provide a proper and adequate depreciation account for the Waterworks System shall be set aside into the "Waterworks System Depreciation Fund."
- Revenues of the Sewerage System in amounts sufficient to provide a proper and adequate depreciation account for the Sewerage System shall be set aside into the "Sewerage System Depreciation Fund."

The Waterworks System Operation and Maintenance Fund and the Sewerage System Operation and Maintenance Fund (the "Operation and Maintenance Funds") and the Waterworks System Depreciation Fund and the Sewerage System Depreciation Fund (the "Depreciation Funds") shall be deposited as received in public depositories to be selected by the Village Board in the manner required by Chapter 34 of the Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Money in the Operation and Maintenance Funds shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used first to remedy any deficiency in the Special Redemption Fund and next to accumulate a reserve in the Operation and Maintenance Funds equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the respective Operation and Maintenance Funds may be transferred to the Waterworks System Surplus Fund or the Sewerage System Surplus Fund, which funds are hereby continued.

Revenues of the Waterworks System shall be deposited into the Waterworks System Depreciation Fund each month until such amount as may from time to time be established by the Village Board (the "Waterworks System Depreciation Fund Requirement") is accumulated therein. Revenues of the Sewerage System shall be deposited into the Sewerage System Depreciation Fund each month until such amount as may from time to time be established by the Village Board (the "Sewerage System Depreciation Fund Requirement") is accumulated therein. Money in the Depreciation Funds shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purposes, money in the Depreciation Funds may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Waterworks System Depreciation Fund in excess of the Waterworks System Depreciation Fund Requirement or in the Sewerage System Depreciation Fund in excess of the Sewerage System Depreciation Fund Requirement and not required during the current Fiscal Year for the purposes of the Depreciation Funds, may be transferred to the respective Surplus Fund.

It is the express intent and determination of the Village Board that the amount of Revenues to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay principal of and interest on the Outstanding Prior Issues, the Bonds and Parity Bonds and to meet reserve requirements, and the Village Treasurer shall from year to year deposit at least sufficient Revenues in the Special Redemption Fund to pay promptly all principal and interest falling due on the Outstanding Prior Issues, the Bonds and Parity Bonds and to meet reserve requirements.

The Revenues so set aside for payment of the principal of and interest on the Outstanding Prior Issues and the Bonds and to meet reserve requirements shall be set apart and shall be paid into the Special Redemption Fund not later than the 10th day of each month. The amount deposited each month shall be not less than one-sixth of the interest next coming due, plus one-twelfth of the principal next maturing.

The minimum amounts to be so deposited for debt service on the Bonds, in addition to all amounts to be deposited to pay debt service on the Outstanding Prior Issues, are set forth on the Schedule.

The Special Redemption Fund shall be used for no purpose other than the payment of interest upon and principal of the Outstanding Prior Issues, the Bonds and Parity Bonds promptly as the same become due and payable or to pay redemption premiums. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wis. Stats., and the monthly payments required to be made to the Special Redemption Fund shall be made directly to such account.

The Reserve Account established by Section 4 of the 2000 Resolution shall be continued to additionally secure the payment of principal of and interest on the Outstanding Prior Issues and the Bonds. The Village covenants and agrees that upon issuance of the Bonds, an amount equal to the Reserve Requirement shall be on deposit in the Reserve Account and shall be maintained therein. The Village covenants and agrees that if at any time the Reserve Account is drawn upon and the amount in the Reserve Account shall be less than the Reserve Requirement, there will be paid an amount equal to one-twelfth of the Reserve Requirement monthly into the Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Funds, the Depreciation Funds and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Reserve Account.

No such payments need be made into the Reserve Account at such times as the monies in the Reserve Account are equal to the highest Annual Debt Service Requirement on the Outstanding Prior Issues, Bonds and Parity Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the Outstanding Prior Issues, the Bonds or the Parity Bonds, then all sums then held in the Reserve Account shall be used to pay the portion of interest or principal on such Outstanding Prior Issues, Bonds or Parity Bonds becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Reserve Account.

Funds in the Special Redemption Fund in excess of the minimum amounts required to be paid therein plus reserve requirements may be transferred to the Surplus Funds.

Money in the Surplus Funds shall first be used when necessary to meet requirements of the respective Operation and Maintenance Funds including the one month reserve, the Special Redemption Fund including the Reserve Account, and the respective Depreciation Funds. Any money then remaining in the Surplus Funds at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wisconsin Statutes. Money thereafter remaining in the Surplus Funds may be transferred to any of the funds or accounts created by this section.

Section 5. Service to the Village. The reasonable cost and value of any service rendered to the Village by the System, including reasonable health protection charges, shall be charged against the Village and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the Village collected or in the process of collection, exclusive of the revenues derived from the System, to wit: out of the tax levy of the Village made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the amount of such reasonable cost and value shall be equal to such amount as may be necessary from year to year to pay the balance of an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the Village shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 4 of this Resolution. However, such payment is subject to (a) annual appropriation by the Village Board, (b) approval of the Wisconsin Public Service Commission, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Village to make any such appropriation over and above the reasonable cost and value of services rendered to the Village or to make any subsequent payment over and above such reasonable cost and value.

Section 6. Operation of System; Village Covenants. It is covenanted and agreed by the Village with the owner or owners of the Bonds, and each of them, that:

It will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

It will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the Village shall have the right to sell, lease or otherwise dispose of any property of the System found by the Village to be neither necessary nor useful in the operation of the System, provided the proceeds received from

such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

It will cause the improvements to the System financed by the Bonds to be made as expeditiously as reasonably possible;

It will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

It will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Bond Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Outstanding Prior Issues, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes; and

It will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Bond Year will not exceed the Annual Debt Service Requirement for each corresponding Bond Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible.

Section 7. Books and Accounts; Inspection. The Village will keep proper books and accounts relative to the System separate from all other records of the Village and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a balance sheet as of the end of such Fiscal Year; (3) the accountants' comment regarding the manner in which the Village has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (4) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (5) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (6) the volume of water used in computing the sewer charge. Separate books and accounts may be maintained for the Waterworks System and the Sewerage System.

The owners of any of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Village relating thereto.

Section 8. Insurance. So long as any of the Bonds are outstanding the Village will carry for the benefit of the owners of the Bonds: (a) adequate fire, lightning, vandalism, riot, strike, explosion, civil commotion, malicious damage, tornado and windstorm insurances on all portions of the System which are subject to loss through such casualties; (b) adequate insurance against loss of use and occupancy resulting from such casualties; (c) adequate public liability insurance and (d) insurance of

the kinds and in the amounts normally carried by private companies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any of such casualty policies, except those specified in (b) above, shall be used in repairing the damage or in replacing the property destroyed provided that if the Village Board shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money, including proceeds from insurance under (b) above, shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 9. Additional Bonds. The Bonds are issued on a parity with the Outstanding Prior Issues. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

- a. The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been equal to at least 1.25 times the highest annual principal and interest requirements on all bonds outstanding payable from Revenues of the System and on the Bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the Village, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.
- b. The payments required to be made into the funds enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.
- c. The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.
- d. If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.
- e. The proceeds of the additional bonds must be used only for the purpose of providing additions, extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 10. Sale of Bonds. The Village shall sell and deliver the Bonds to the Purchaser for the purchase price set forth in the Proposal. The Proposal is hereby approved, and the appropriate Village officials are hereby authorized and directed to execute the same. The officers of the Village are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the

Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 11. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. Such amount (if any) as is necessary to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations shall be deposited in a special account designated the "Refunding Fund" for that purpose. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Waterworks System and Sewerage System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 12. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

- a. The Village may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and
- b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Village; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 13. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Village may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The Village, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The Village, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Village's option, if said Bond is prepayable to any prior

date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Village's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 14. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 11 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wis. Stats., until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the Village and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder (the "Regulations").

An officer of the Village, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Village and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 12, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Village, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Village, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 17. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Village Clerk or Village Treasurer (the "Fiscal Agent").

Section 18. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 19. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 20. Payment of Refunded Obligations. The Refunded Obligations are hereby authorized to be paid on their December 1, 2023 maturity date. All actions heretofore taken by the officers and agents of the Village to effectuate the payment of the Refunded Obligations are hereby ratified and approved.

Section 21. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.



The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 22. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate Village official shall certify the Preliminary Official Statement or Final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement or Final Official Statement to be distributed to the Purchaser.

Section 23. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 24. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 25. Bond Insurance. The officers of the Village are authorized to take all actions necessary to obtain municipal bond insurance with respect to the Bonds. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 26. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual

signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

[Section 27. Mandatory Redemption of the Term Bonds; Agent. The Village Board hereby authorizes the appropriate officers of the Village to enter into a mandatory redemption agreement with \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to provide the notices required in connection with the mandatory redemption of the Term Bonds (as defined on Exhibit MRP) in a timely and appropriate manner.]

Section 28. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2015A Resolution, the 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution and the 2020 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution, the 2015A Resolution, the 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution or the 2020 Resolution, the 2015A Resolution, the 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution or the 2020 Resolution shall control so long as any bonds of the Outstanding Prior Issue authorized by such resolution are outstanding.

Adopted this 23<sup>rd</sup> day of October, 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

(SEAL)

EXHIBIT A

Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on May 1, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from special redemption fund deposits which are required to be made in amounts sufficient to redeem on May 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on May 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

DRAFT

EXHIBIT C

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	WINNEBAGO AND OUTAGAMIE COUNTIES	
NO. R-____	VILLAGE OF FOX CROSSING	\$_____
	WATERWORKS SYSTEM AND SEWERAGE SYSTEM REVENUE BOND	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, _____	November 13, 2023	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on May 1, 2032 and thereafter are subject to redemption prior to maturity, at the option of the Village, on May 1, 2031 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_ are also subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.]



In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$9,955,000, issued for the purpose of paying the cost of additions, improvements and extensions to the Waterworks System and Sewerage System of the Village and refunding obligations of the Village that were issued to finance additions, improvements and extensions to the Waterworks System and Sewerage System of the Village, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted October 23, 2023, and entitled: "Resolution Authorizing the Issuance and Sale of \$9,955,000 Waterworks System and Sewerage System Revenue Bonds of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues of said Waterworks System and Sewerage System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the Village on April 10, 2000 and continued by the Resolution. The Bonds are issued on a parity with the Village's Waterworks System and Sewerage System Revenue Refunding Bonds, dated February 9, 2015, Waterworks System and Sewerage System Revenue Bonds, Series 2015B, dated November 16, 2015, Waterworks System and Sewerage System Revenue Bonds, dated April 3, 2017, Waterworks System and Sewerage System Revenue Bonds, dated July 12, 2018, Waterworks System and Sewerage System Revenue Bonds, dated October 15, 2019 and Waterworks System and Sewerage System Revenue Bonds, dated November 9, 2020). This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory debt limitation or provision.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any

transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Village from the operation of its Waterworks System and Sewerage System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF FOX CROSSING,  
WINNEBAGO AND OUTAGAMIE COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Dale A. Youngquist  
Village President

(SEAL)

By: \_\_\_\_\_  
Darla M. Fink  
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RES #231023-2

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$2,965,000 GENERAL OBLIGATION PROMISSORY NOTES**

WHEREAS, on September 25, 2023, the Village Board of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes (the "Notes") for public purposes, including financing capital projects included in the Village's 2023 Capital Improvement Program including, but not limited to, street improvement projects and park projects (collectively, the "Project") and refinancing certain outstanding obligations of the Village, specifically the portion of the Note Anticipation Note, dated October 3, 2022 which financed stormwater projects (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations on their December 1, 2023 maturity date for the purpose of providing permanent financing;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance its outstanding obligations; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$2,965,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of TWO MILLION NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$2,965,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$2,965,000; shall be dated November 13, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the

years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on April 1, 2030 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that certain of the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated November 13, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at

any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to

agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Payment of Refunded Obligations. The Refunded Obligations are hereby authorized to be paid on their December 1, 2023 maturity date. All actions heretofore taken by the officers and agents of the Village to effectuate the payment of the Refunded Obligations are hereby ratified and approved.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the



appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

[Section 20. Mandatory Redemption of the Term Bonds; Agent. The Village Board hereby authorizes the appropriate officers of the Village to enter into a mandatory redemption agreement with \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to provide the notices required in connection with the mandatory redemption of the Term Bonds (as defined on Exhibit MRP) in a timely and appropriate manner.]

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 23<sup>rd</sup> day of October, 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

(SEAL)

EXHIBIT A

Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WINNEBAGO AND OUTAGAMIE COUNTIES  
NO. R-\_\_\_ VILLAGE OF FOX CROSSING \$\_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ November 13, 2023 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,965,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital projects included in the Village's 2023 Capital Improvement Program including, but not limited to, street improvement projects and park projects and refunding certain obligations of the Village, as authorized by a

resolution adopted on October 23, 2023. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on April 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, 2030 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the



Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF FOX CROSSING  
WINNEBAGO AND OUTAGAMIE COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Dale A. Youngquist  
Village President

(SEAL)

By: \_\_\_\_\_  
Darla M. Fink  
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RES #231023-3

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,702,000 GENERAL OBLIGATION PROMISSORY NOTES AND THE ISSUANCE AND SALE OF A \$2,702,000 NOTE ANTICIPATION NOTE IN ANTICIPATION THEREOF**

WHEREAS, on September 25, 2023, the Village Board of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of a note anticipation note for public purposes, including paying the cost of stormwater projects (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, villages are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance and sale of a note anticipation note in the principal amount of \$2,702,000 pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell the Note to \_\_\_\_\_ (the "Purchaser"), pursuant to the terms and conditions of the Final Term Sheet attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization of Securities. The Village hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Note.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of TWO MILLION SEVEN HUNDRED TWO THOUSAND DOLLARS (\$2,702,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of

and in the name of the Village, the Note in the principal amount of TWO MILLION SEVEN HUNDRED TWO THOUSAND DOLLARS (\$2,702,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note"; shall be issued in the principal amount of \$2,702,000; shall be dated November 13, 2023; shall be in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof; shall be initially numbered R-1; and shall bear interest at the rate per annum and shall mature on December 1, 2024 as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule"). Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months.

Section 4. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2024 or on any date thereafter. Said Note shall be redeemable as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least \$100,000 unless or until redeemed or paid in full.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the Village and does not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the Village as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the Village Clerk or Village Treasurer and expended solely for the payment of the principal of and interest on the Note until paid. The Village hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the Village will pay such deficiency out of its annual general tax levy or other available funds of the Village; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the Village to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Note, dated November 13, 2023" (the "Debt

Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Note; (ii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the Village for payment of interest on the Note, as needed to pay the interest on the Note when due; (iii) proceeds of the Securities (or other obligations of the Village issued to pay principal of or interest on the Note); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Village Board for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note is fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 8. Covenants of the Village. The Village hereby covenants with the owners of the Note as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Note until paid. After the payment of principal of and interest on the Note in full, said trust fund may be used for such other purposes as the Village Board may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or promissory notes or certificates of indebtedness and the \$2,702,000 authorized for the issuance of the Securities to provide for the payment of the Note shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed

Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Note, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Note to the Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Note and the ownership, management and use of the projects will not cause the Note to be a "private activity bond" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Note including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Note shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Note provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Note and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the

Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 13. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 14. Persons Treated as Owners; Transfer of Note. The Village shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 15. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the Village at the close of business on the Record Date.

Section 16. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 23<sup>rd</sup> day of October, 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

(SEAL)



EXHIBIT A

Final Term Sheet

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Debt Service Schedule

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

NUMBER	UNITED STATES OF AMERICA STATE OF WISCONSIN WINNEBAGO AND OUTAGAMIE COUNTIES VILLAGE OF FOX CROSSING NOTE ANTICIPATION NOTE	DOLLARS	
R-1		\$2,702,000	
MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
December 1, 2024	November 13, 2023	_____ %	_____
REGISTERED OWNER:	_____		
PRINCIPAL AMOUNT:	TWO MILLION SEVEN HUNDRED TWO THOUSAND DOLLARS (\$2,702,000)		

FOR VALUE RECEIVED, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2024 until the aforesaid principal amount is paid in full.

Payments of interest hereon shall be made to the Registered Owner hereof who shall appear on the registration books of the Village maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") at the close of business on the 15th day of the calendar month next preceding a payment date (the "Record Date") at its address as it appears on such registration books or at such other address as may be furnished in writing by the Registered Owner to the Fiscal Agent. Principal shall be payable only upon presentation and surrender of this Note at the office of the Fiscal Agent.

This Note is issued by the Village pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying the cost of stormwater projects (the "Project"), as authorized by a resolution adopted on October 23, 2023. Said resolution is recorded in the official minutes of the Village Board for said date.

This Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund and to be held by the Village Clerk or Village Treasurer and expended solely for the payment of the principal of and interest on the Note until paid.

The Village has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Note pursuant to said resolution. **THE NOTE IS NOT A GENERAL OBLIGATION OF THE VILLAGE AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE VILLAGE AS A RESULT OF THE ISSUANCE OF THE NOTE.**

The Note is subject to redemption prior to maturity, at the option of the Village, on March 1, 2024 or on any date thereafter. Said Note is redeemable as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption. In the event that only a portion of the Note is redeemed, the remaining outstanding principal amount of the Note must be at least \$100,000 unless or until redeemed or paid in full.

Before the redemption of the Note, unless waived by the registered owner, the Village shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of the Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Note shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Note shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof. This Note may be exchanged at the office of the Village Clerk or Village Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The Village may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the Village shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The Village has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as

practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF FOX CROSSING  
WINNEBAGO AND OUTAGAMIE COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Dale A. Youngquist  
Village President

(SEAL)

By: \_\_\_\_\_  
Darla M. Fink  
Village Clerk

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Registered Owner)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

\*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the Village Clerk of the Village when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the Village Clerk of the Village should be notified and a copy of this Assignment should be sent to the Village Clerk of the Village for his or her records.

RES #231023-4

**CERTIFIED SURVEY MAP – 212 & 218 NORTH LAKE STREET**

WHEREAS, the applicant requests approval of a Certified Survey Map (CSM) to combine the parcels located at 212 & 218 North Lake Street (parcels #1210613 & #1210614 respectively) into one (1) parcel; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their October 18, 2023 meeting and recommended approval of the Certified Survey Map with the following conditions:

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

Planning Commission:   6   Aye   0   Nay   1   Excused   0   Abstain

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

Adopted this 23<sup>rd</sup> day of October, 2023

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

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

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

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



# PLANNING COMMISSION MEMO

Date: October 12, 2023  
 To: Village Planning Commission Members  
 From: George L. Dearborn Jr., AICP Director of Community Development  
 RE: Agenda Item 1- CSM-Kevin Bikowski– 218 N Lake Street

## Overview

The applicant is proposing a CSM to combine the following two parcels 1210614 and 1210613 into one parcel for outside storage and a support building. The property and the surrounding parcels are zoned I-2 Heavy Industrial. This project will remove an ongoing undesirable use and create a properly designed compatible use.

## Staff Recommendation

Staff recommends approval of the CSM with the following conditions:

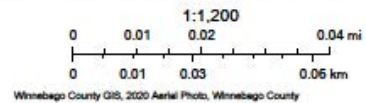
1. All taxes shall be paid.
2. The Village shall be provided with a certified copy of the recorded CSM

**Fox Crossing Online GIS Map**



10/12/2023, 10:06:01 AM

- Fox Crossing Municipal Boundary
- Road ROW
- Parcels - Fox Crossing
- Other Municipality
- County Boundary





RES #231023-5

**APPROVE EASEMENT AND RIGHT-OF-WAY AGREEMENTS, TEMPORARY ACCESS AGREEMENT, AND SUPPLEMENTAL AGREEMENT BETWEEN THE VILLAGE OF FOX CROSSING AND ANR PIPELINE COMPANY**

WHEREAS, ANR Pipeline Company desires to upgrade and improve their natural gas utility line that extends through portions of the Village of Fox Crossing and through portions of Village publicly owned lands; and

WHEREAS, ANR Pipeline Company desires to acquire additional permanent and temporary easements through Village owned properties to conduct ANR Pipeline Company's proposed natural gas utility improvement project; and

WHEREAS, the Village of Fox Crossing and ANR Pipeline have negotiated proposed agreements relating to the acquisition of permanent and temporary easements, the temporary access for construction of the improvements, and a supplemental agreement to address the Village methane mitigation efforts located at the old Village landfill; and

WHEREAS, the proposed agreements are listed as follows:

- Attachment #1 Easement and Right-of-Way Agreement (for Parcel #1210172)
- Attachment #2 Easement and Right-of-Way Agreement (for Parcel #121017403)
- Attachment #3 Temporary Access Easement
- Attachment #4 Supplemental Agreement (to address methane mitigation and miscellaneous matters)

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves the agreements listed above, as attached.

BE IT FURTHER RESOLVED that the Village Board authorizes the Village President and Village Clerk to sign and execute the above agreements.

Adopted this 23<sup>rd</sup> day of October, 2023

*Requested by: Jeffrey Sturgell, Village Manager*

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

---

Dale A. Youngquist, Village President

---

Attest: Darla M. Fink, Village Clerk

EASEMENT AND RIGHT OF WAY  
AGREEMENT

Tract Number: WI-WN-015.000 & 016.000  
ROW Doc. No.:

Attachment 1

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this "Agreement"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Village of Fox Crossing f/k/a Town of Menasha, a Municipal corporation**, whose address is **2000 Municipal Drive, Neenah, Wisconsin 54956** (whether one or more, the "Grantor"), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the "Grantee"). Grantor and Grantee are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated July 20, 1981, from James A. Schulz and Eleanor R. Schulz, his wife, and in her own right to Town of Menasha, a municipal corporation recorded in the Register of Deeds Office for Winnebago County, Wisconsin as Document Number 566446; AND in that certain Warranty Deed, dated January 12, 1970, from Eleanor R. Schulz to Town of Menasha, a Municipal corporation recorded in the Register of Deeds Office for Winnebago County, Wisconsin in Volume 1263, Page 126, as Document Number 392112, all identified as parcel number 1210172, being more particularly described as the West ½ of the SE ¼ of Section 5, T20N, R17E, in the Town of Menasha n/k/a Village of Fox Crossing, EXCEPTING THEREFROM, the following four described tracts of land: 1. The East 290 feet of the South 300.4 feet thereof, 2. The West 318 feet of the East 608 feet of the South 300 feet thereof, 3. The East 187 feet of the West 717.5 feet of the South 300 feet thereof. All Subject to Easements and Restrictions of Record; And the West 660 feet of the North 660 feet of the South 1760 feet of the West ½ of the South East ¼ of Section 5, T20N, R17 E, in the Town of Menasha n/k/a Village of Fox Crossing; AND the South ½ of the SW ¼ of Section 5, T20N, R17E, in the Town of Menasha n/k/a Village of Fox Crossing, Except that part conveyed to Winnebago County, Wisconsin and LESS AND EXCEPTING THEREFROM the North 835 feet of the West 1100 feet of the SW ¼ of the SW ¼ of Section 5, T20N, R17E in the Town of Menasha n/k/a Village of Fox Crossing, Winnebago County, Wisconsin; AND that part of the North ½ of the SW ¼ of Section 5, T20N, R17E in the Town of Menasha n/k/a Village of Fox Crossing; all in Winnebago County, Wisconsin (the "Property"); and

After recording return to:  
Ohio Valley Acquisition  
1305 N Barker Rd. Suite 8  
Brookfield, WI 53045

**Parcel No. 1210172**

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, and maintenance of Grantee's Facilities (as defined below), on, over, under and through Grantor's Property, which easement and right of way is more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive, perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, and/or remove one or more pipelines and all above and below ground equipment and appurtenances thereto, including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators (collectively, the "Facilities") for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A and Exhibit B (the "Right of Way") together with all privileges necessary or convenient for the full use of the rights herein granted.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee's reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as "Temporary Work Space", "Additional Temporary Work Space" and/or "Staging Area" (collectively, the "Temporary Easement Area") as shown on Exhibit A and Exhibit B for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform

to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee's expense and shall be subject to Grantor's review and discretionary approval.

4. **Grantor's Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee's rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee's exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area of all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee. In addition to, and notwithstanding any provision contained within this Easement and Right of Way Agreement stating to the contrary, the Parties hereby acknowledge and incorporate herein by reference that certain Supplemental Agreement entered into by said parties on even date herewith.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantee has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "Claims") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the proper installation, presence, maintenance or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right, subject to Grantor's review of plans and discretionary approval, to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

15. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**Village of Fox Crossing f/k/a Town of  
Menasha, a Municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **Village of Fox Crossing f/k/a Town of Menasha, a Municipal corporation**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the village.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

[SEAL]

Notary Public

**WITNESS:**

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

[SEAL]

Notary Public



STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

[SEAL]

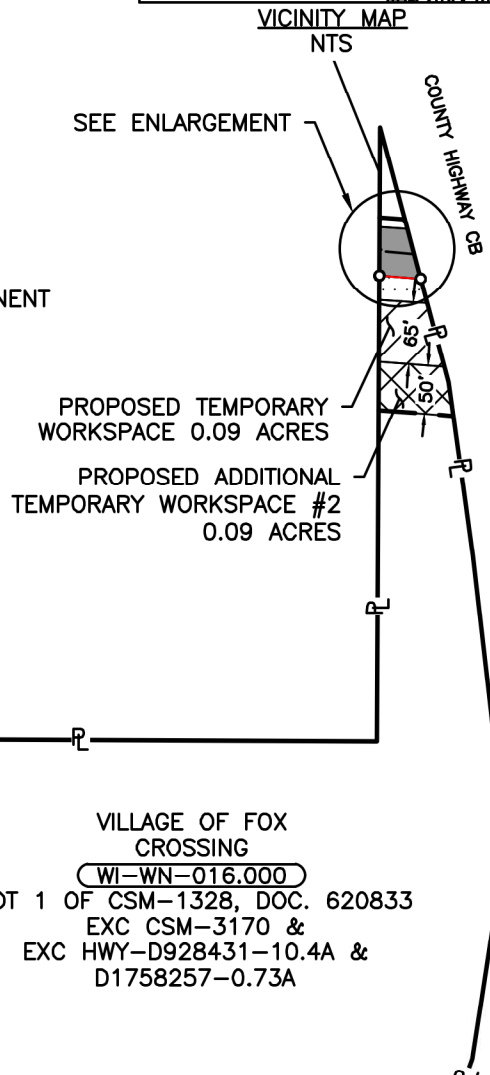
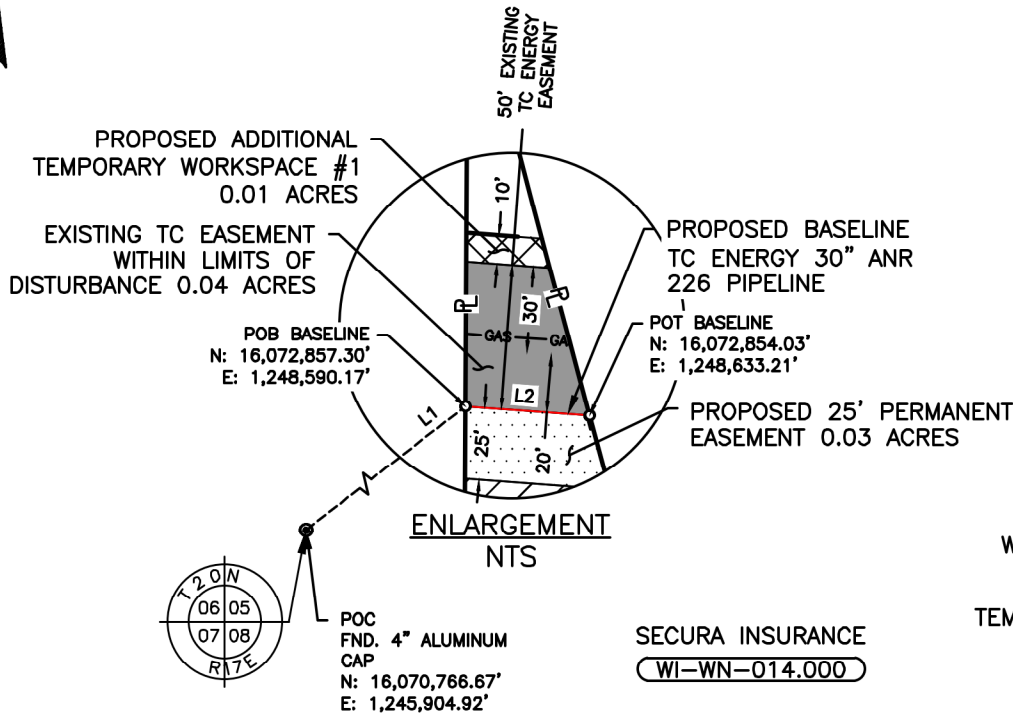
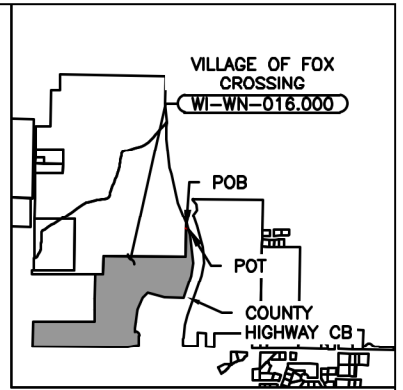
Notary Public

This instrument was prepared by:  
Tristan Brock  
Ohio Valley Acquisition  
1305 N Barker Rd. Suite 8  
Brookfield, WI 53045

# EXHIBIT "A"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART SW 1/4 OF S5, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



SEE SHEET 2 OF 2 FOR PROPOSED PERMANENT EASEMENT DETAIL

LINE	BEARING	DISTANCE
L1	N52°05'49"E	3,403.13'
L2	S85°39'01"E	43.16'

**Wayne L. Mory**  
Digitally signed by Wayne L. Mory  
DN: cn=Wayne L. Mory, c=US, o=Mott MacDonald, LLC, email=wayne.mory@mottmac.com, Date: 2022.11.16 16:33:21 -06'00'

**WAYNE L. MORY** DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

**MOTT MACDONALD**  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

VILLAGE OF FOX CROSSING  
WI-WN-016.000  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- GAS EXISTING TC ENERGY PIPELINE
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
- PROPOSED ACCESS ROADS
- LIMITS OF DISTURBANCE

GRAPHIC SCALE

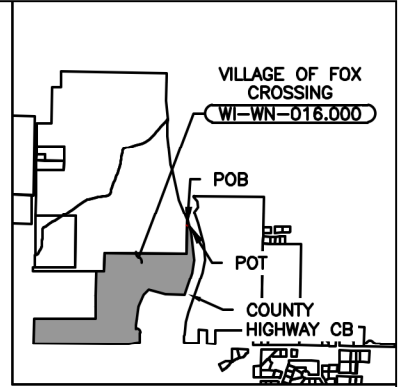
REV: 2    DATE: 6/8/2023

DISTANCE ACROSS PROPERTY = 43.16 FEET = 2.62 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.04 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS	
PROPOSED PERMANENT EASEMENT = 0.43 ACRES			
TEMPORARY WORKSPACE = 0.09 ACRES			
ADDITIONAL TEMPORARY WORKSPACE = 0.10 ACRES			
PROJECT <b>WISCONSIN RELIABILITY PROJECT</b>		TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES <b>VILLAGE OF FOX CROSSING WI-WN-016.000</b>		STATE(S) WISCONSIN
MAP DATE 04/2022	DRAWN BY AK		SHEET NO. <u>1</u> OF <u>2</u>
SCALE 1" = 200'	APN # 1210172	DRAWING NO. WI-WN-016.000	

# EXHIBIT "A"

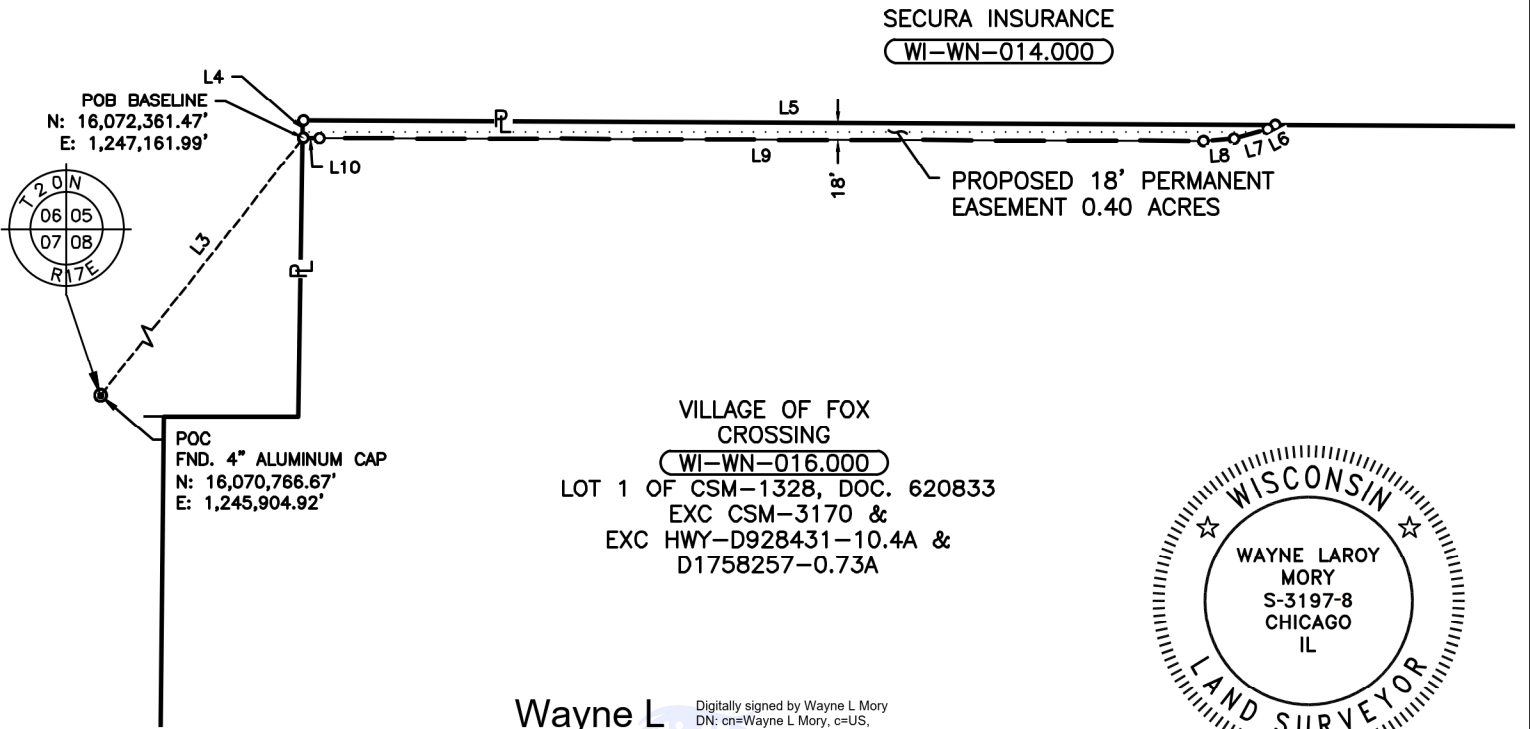
PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART SW 1/4 OF S5, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



VICINITY MAP  
NTS

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N38°14'47"E	2,030.67'
L4	N00°51'10"E	18.06'
L5	S89°43'46"E	1,012.20'
L6	S62°02'43"W	8.91'
L7	S74°18'46"W	36.53'
L8	S85°35'21"W	31.91'
L9	N89°48'33"W	920.53'
L10	N89°28'31"W	17.08'



SECURA INSURANCE  
WI-WN-014.000

PROPOSED 18' PERMANENT  
EASEMENT 0.40 ACRES

VILLAGE OF FOX  
CROSSING  
WI-WN-016.000  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A



Wayne L Mory  
Digitally signed by Wayne L Mory  
DN: cn=Wayne L Mory, c=US,  
o=Mott MacDonald, LLC,  
email=wayne.mory@mottmac.com  
Date: 2022.11.16 16:33:37 -06'00'

WAYNE L. MORY DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

	SECTION CORNER
	BASELINE OF TC ENERGY EASEMENT
	GAS EXISTING TC ENERGY PIPELINE
	EXISTING TC ENERGY BOUNDARY
	EXISTING ADJACENT PROPERTY BOUNDARY
	EXISTING TC ENERGY EASEMENT
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY WORKSPACE
	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
	EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
	PROPOSED ACCESS ROADS
	LIMITS OF DISTURBANCE

GRAPHIC SCALE

REV: 2

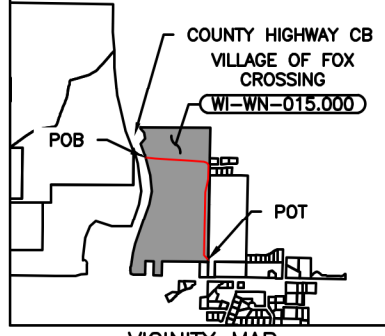
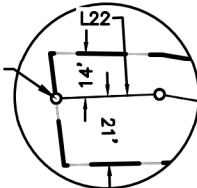
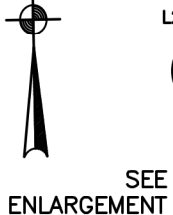
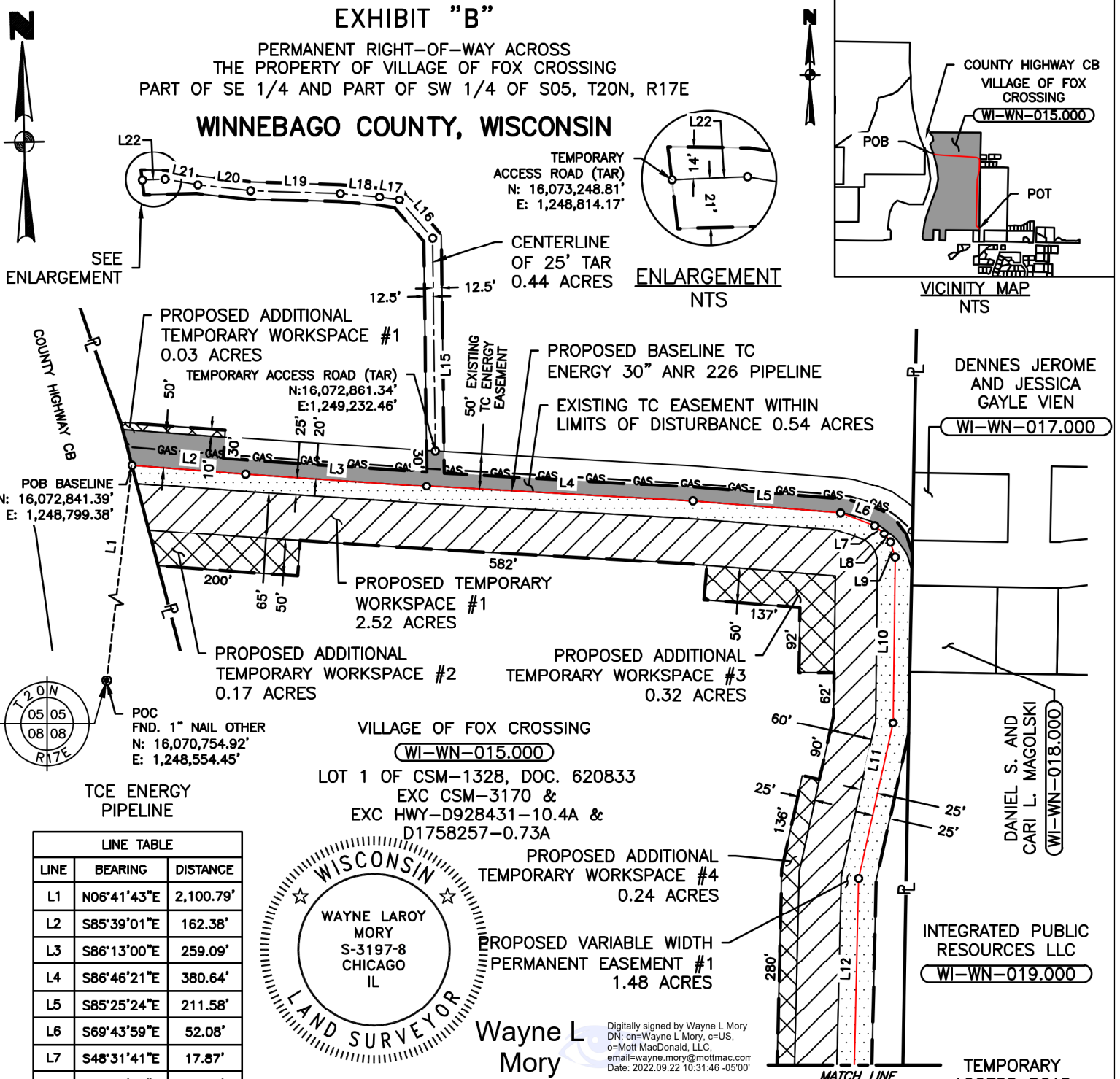
DATE: 6/8/2023

DISTANCE ACROSS PROPERTY = 43.16 FEET = 2.62 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.04 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS	
PROPOSED PERMANENT EASEMENT = 0.43 ACRES		TEMPORARY WORKSPACE = 0.09 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 0.10 ACRES			
PROJECT <b>WISCONSIN RELIABILITY PROJECT</b>		TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES <b>VILLAGE OF FOX CROSSING WI-WN-016.000</b>		STATE(S) WISCONSIN
MAP DATE 04/2022	DRAWN BY AK	SCALE 1" = 200'	SHEET NO. <u>2</u> OF <u>2</u>
	APN # 1210172		DRAWING NO. WI-WN-016.000

# EXHIBIT "B"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART OF SW 1/4 OF S05, T20N, R17E

## WINNEBAGO COUNTY, WISCONSIN



SEE ENLARGEMENT

ENLARGEMENT  
NTS

VICINITY MAP  
NTS

POB BASELINE  
N: 16,072,841.39'  
E: 1,248,799.38'

PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #1  
0.03 ACRES

TEMPORARY ACCESS ROAD (TAR)  
N: 16,072,861.34'  
E: 1,249,232.46'

TEMPORARY  
ACCESS ROAD (TAR)  
N: 16,073,248.81'  
E: 1,248,814.17'

CENTERLINE  
OF 25' TAR  
0.44 ACRES

PROPOSED BASELINE TC  
ENERGY 30" ANR 226 PIPELINE

EXISTING TC EASEMENT WITHIN  
LIMITS OF DISTURBANCE 0.54 ACRES

DENNES JEROME  
AND JESSICA  
GAYLE VIEN  
WI-WN-017.000

PROPOSED TEMPORARY  
WORKSPACE #1  
2.52 ACRES

PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #2  
0.17 ACRES

PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #3  
0.32 ACRES

VILLAGE OF FOX CROSSING  
WI-WN-015.000

LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A

PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #4  
0.24 ACRES

PROPOSED VARIABLE WIDTH  
PERMANENT EASEMENT #1  
1.48 ACRES

DANIEL S. AND  
CARI L. MAGOLSKI  
WI-WN-018.000

INTEGRATED PUBLIC  
RESOURCES LLC  
WI-WN-019.000

TCE ENERGY  
PIPELINE

LINE	BEARING	DISTANCE
L1	N06°41'43"E	2,100.79'
L2	S85°39'01"E	162.38'
L3	S86°13'00"E	259.09'
L4	S86°46'21"E	380.64'
L5	S85°25'24"E	211.58'
L6	S69°43'59"E	52.08'
L7	S48°31'41"E	17.87'
L8	S36°08'16"E	15.13'
L9	S17°35'36"E	22.33'
L10	S00°43'29"W	236.69'
L11	S12°27'11"W	227.64'
L12	S01°20'19"W	266.98'



Wayne L. Mory  
Digitally signed by Wayne L. Mory  
DN: cn=Wayne L. Mory, c=US,  
o=Mott MacDonald, LLC,  
e=mott-macdonald@smottmac.com  
Date: 2022.09.22 10:31:46 -05'00'

WAYNE L. MORY DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

MATCH LINE  
SEE SHEET 2 OF 2

TEMPORARY  
ACCESS ROAD

LINE	BEARING	DISTANCE
L15	S00°44'14"E	304.45'
L16	S40°59'28"E	72.62'
L17	S81°31'37"E	28.54'
L18	S84°54'40"E	56.19'
L19	S88°14'15"E	128.12'
L20	S83°41'04"E	75.69'
L21	S80°16'03"E	47.62'
L22	N87°44'48"E	32.34'

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

**SECTION CORNER**

**BASELINE OF TC ENERGY EASEMENT**

**EXISTING TC ENERGY PIPELINE**

**EXISTING PROPERTY BOUNDARY**

**EXISTING ADJACENT PROPERTY BOUNDARY**

**EXISTING TC ENERGY EASEMENT**

**PROPOSED PERMANENT EASEMENT**

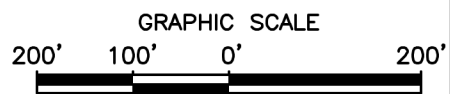
**PROPOSED TEMPORARY WORKSPACE**

**PROPOSED ADDITIONAL TEMPORARY WORKSPACE**

**EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE**

**PROPOSED ACCESS ROADS**

**LIMITS OF DISTURBANCE**



REV: 3 DATE: 6/8/2023

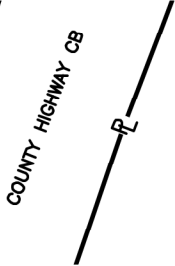
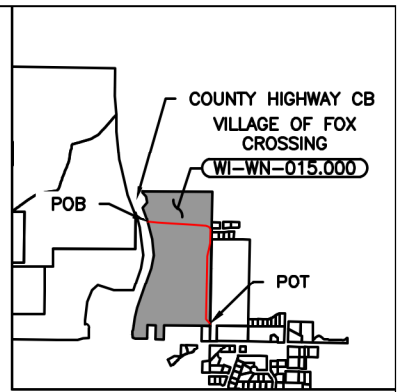
DISTANCE ACROSS PROPERTY = 2,791.83 FEET = 169.20 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.54 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.44 ACRES = 745.57 FEET = 45.19 RODS	
PROPOSED PERMANENT EASEMENT = 2.56 ACRES		ADDITIONAL TEMPORARY WORKSPACE = 1.23 ACRES	
TEMPORARY WORKSPACE = 3.88 ACRES			
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES VILLAGE OF FOX CROSSING WI-WN-015.000		STATE(S) WISCONSIN
MAP DATE 04/2022			SHEET NO. 1 OF 2
DRAWN BY AK			DRAWING NO. WI-WN-015.000
SCALE 1" = 200'	APN # 1210172		



# EXHIBIT "B"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART OF SW 1/4 OF S05, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



VILLAGE OF FOX CROSSING  
**WI-WN-015.000**  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A

PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #5  
0.45 ACRES

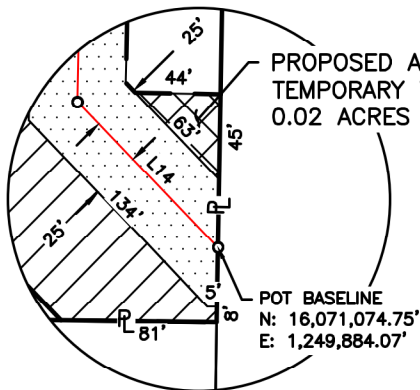
PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #6  
0.02 ACRES

PROPOSED TEMPORARY  
WORKSPACE #2  
1.36 ACRES

PROPOSED BASELINE TC  
ENERGY 30" ANR 226 PIPELINE

PROPOSED VARIABLE WIDTH  
PERMANENT EASEMENT #2  
1.08 ACRES

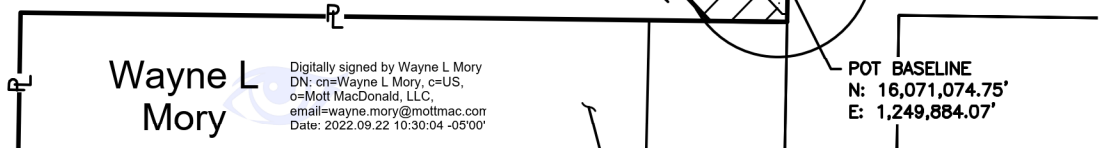
INTEGRATED PUBLIC  
RESOURCES LLC  
**WI-WN-019.000**



ENLARGEMENT  
NTS

TCE ENERGY  
PIPELINE

LINE TABLE CONT.		
LINE	BEARING	DISTANCE
L13	S01°20'19"W	833.92'
L14	S43°55'38"E	105.51'



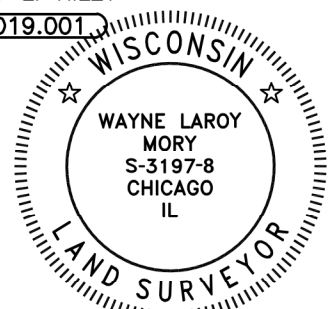
Wayne L Mory  
Digitally signed by Wayne L Mory  
DN: cn=Wayne L Mory, c=US,  
o=Mott MacDonald, LLC,  
email=wayne.mory@mottmac.com  
Date: 2022.09.22 10:30:04 -05'00'

WAYNE L. MORY DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

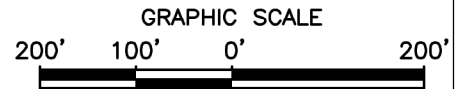
MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

NICHOLAS S. KILEY  
AND ASHLEY L. KILEY  
**WI-WN-019.001**

POT BASELINE  
N: 16,071,074.75'  
E: 1,249,884.07'



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7



	SECTION CORNER
	BASELINE OF TC ENERGY EASEMENT
	GAS
	EXISTING TC ENERGY PIPELINE
	EXISTING PROPERTY BOUNDARY
	EXISTING ADJACENT PROPERTY BOUNDARY
	EXISTING TC ENERGY EASEMENT
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY WORKSPACE
	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
	EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
	PROPOSED ACCESS ROADS
	LIMITS OF DISTURBANCE



REV: 3 DATE: 6/8/2023

DISTANCE ACROSS PROPERTY = 2,791.83 FEET = 169.20 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.54 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.44 ACRES = 745.57 FEET = 45.19 RODS	
PROPOSED PERMANENT EASEMENT = 2.56 ACRES			
TEMPORARY WORKSPACE = 3.88 ACRES			
ADDITIONAL TEMPORARY WORKSPACE = 1.23 ACRES			

PROJECT WISCONSIN RELIABILITY PROJECT			TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES VILLAGE OF FOX CROSSING WI-WN-015.000		STATE(S) WISCONSIN
MAP DATE 04/2022			SHEET NO. <u>2</u> OF <u>2</u>
DRAWN BY AK			DRAWING NO. WI-WN-015.000
SCALE 1" = 200'	APN #	1210172	

**EASEMENT AND RIGHT OF WAY  
AGREEMENT**

**Tract Number: WI-WN-021.100  
ROW Doc. No.:**

**Attachment 2**

THIS EASEMENT AND RIGHT OF WAY AGREEMENT (this “Agreement”), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **The Village of Fox Crossing**, whose address is **2000 Municipal Drive, Neenah, Wisconsin 54956** (whether one or more, the “Grantor”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “Grantee”). Grantor and Grantee are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated November 30, 2020, from Integrated Public Resources LLC, a Wisconsin limited liability company to The Village of Fox Crossing recorded in the Register of Deeds Office for Winnebago County, Wisconsin as Document Number 1836565, identified as parcel number 121017403, being more particularly described as Lot One (1) of Certified Survey Map No. 7691 recorded in the office of the Register of Deeds for Winnebago County, Wisconsin on November 24, 2020 as Document No. 1835674; being all of Lot Two (2) and Outlet One (1) of Certified Survey Map No. 5639 as recorded in Volume 1 of CSMs on Page 5639 as Document No. 1336973, located in the SE ¼ and the NE ¼ of the SE ¼ of Section 5, T20N, R17E, Village of Fox Crossing, Winnebago County, Wisconsin (the “Property”); and

After recording return to:  
Ohio Valley Acquisition  
1305 N Barker Rd. Suite 8  
Brookfield, WI 53045

**Parcel No. 121017403**

WHEREAS, Grantee desires the right to use an easement and right of way in connection with the construction, operation, and maintenance of Grantee’s Facilities (as defined below), on, over, under and through Grantor’s Property, which easement and right of way is more particularly described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells, conveys and warrants to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns, an exclusive, perpetual easement and right of way to survey, excavate, fabricate, lay, construct, install, inspect, maintain, improve, operate, make use of, repair, relocate, replace, alter, change the size of, upgrade, reconstruct, and/or remove one or more pipelines and all above and below ground equipment and appurtenances thereto, including, but not limited to, roadways, fittings, launchers, receivers, cathodic protection equipment, pipeline markers, overhead or underground electric lines, regulators (collectively, the “Facilities”) for the transportation of natural gas, hydrocarbon, petroleum products, petroleum byproducts, and any of their constituents, water and/or any other substances that can be transported through pipelines, on, over, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A (the “Right of Way”) together with all privileges necessary or convenient for the full use of the rights herein granted.

2. **Temporary Easement Area.** In addition to the perpetual Right of Way granted hereunder, during the original construction of the Facilities (including, without limitation, Grantee’s reclamation, mitigation and/or restoration activities), Grantee shall be entitled to use the areas that may be defined as “Temporary Work Space”, “Additional Temporary Work Space” and/or “Staging Area” (collectively, the “Temporary Easement Area”) as shown on Exhibit A for the surveying, laying, and constructing of the Facilities installed pursuant to the terms herein and all activities incident thereto.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Right of Way and/or Temporary Easement Area may change because of engineering and/or other site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Right of Way and/or Temporary Easement Area to conform to the actual location of the Right of Way and/or Temporary Easement Area. If such documents are required, they will be prepared by Grantee at Grantee’s expense and shall be subject to Grantor’s review and discretionary approval.

4. **Grantor’s Continuing Rights / Encroachments.** Grantor may fully use and enjoy the Right of Way and the Temporary Easement Area to the extent that such use and enjoyment does not interfere with Grantee’s rights under this Agreement or create an actual or potential hazard to the Facilities or Grantee’s exercise of its rights hereunder; provided, however, Grantor shall not (i) place or permit to be placed any temporary or permanent structure or encroachment of any kind, including but not limited to buildings, mobile homes, trees, telephone poles or wires, electric poles or wires, water or sewer lines, meters

or utility boxes, paved roads or passage ways or the like, in, on, over, or under the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), unless specifically approved in writing by Grantee, (ii) excavate or otherwise alter the ground elevation or otherwise create a water impoundment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), (iii) change the depth of cover over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) containing any installed pipeline or facility, without the prior written consent of Grantee, and (iv) store any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities), nor cause the Right of Way and/or the Temporary Easement Area (during the original construction of the Facilities) to be covered by standing water, except in the course of normal seasonal irrigation. Grantee shall have the right to clear the Right of Way and Temporary Easement Area of all such encroachments, and clear, cut, trim and remove any and all trees, brush, shrubbery, overhanging branches or other vegetation from the Right of Way and Temporary Easement Area, using methods permitted by law, and Grantee shall have no liability to Grantor for any claims, damages or other losses associated with Grantee's exercise of its rights to clear the Right of Way and/or Temporary Easement Area of all encroachments and vegetation. Grantor agrees to abide by Grantee's reasonable guidelines related to the safe operation and inspection of its pipelines and facilities and maintenance of the Right of Way and Temporary Easement Area. Grantor further agrees not to convey any other rights of way or other conflicting rights within the Right of Way and/or Temporary Easement Area to any third parties without the prior written consent of Grantee. In addition to, and notwithstanding any provision contained within this Easement and Right of Way Agreement stating to the contrary, the Parties hereby acknowledge and incorporate herein by reference that certain Supplemental Agreement entered into by said Parties on even date herewith.

5. **Compliance with Applicable Laws.** Grantee shall comply with all applicable federal, state and local laws, regulations, orders and rules related to the exercise of Grantee's rights hereunder and each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

6. **Gas Service.** Grantor forever waives any present or future statutory, regulatory, judicial or contractual right which Grantor has or may have to receive gas service from any pipeline laid under this Agreement and, further, Grantor forever releases Grantee, from any present or future statutory, regulatory, judicial or contractual obligation, Grantor has, or may have, to provide natural gas service from any of its pipelines or storage facilities to any and all residences or structures on Grantor's Property.

7. **Indemnity.** Grantee agrees to indemnify and hold harmless Grantor from, against and in respect of any and all liability, claims, damages, costs, and losses of whatever character (collectively, the "**Claims**") arising from personal injury or death or damage to property of Grantor and any and all Claims of whatever character asserted by third parties, to the extent such Claims result from the negligence or misconduct of Grantee, its employees, agents, contractors and subcontractors in connection with the exercise of Grantee's rights under this Agreement.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor acknowledges and agrees that Grantee has compensated Grantor, in advance, for any and all damages, costs and expenses which may arise out of, are connected with, or relate in any way to Grantor's conveyance, or Grantee's exercise, of the rights set forth herein, including but not limited to, any and all tree, crop, plant, timber, harvest or yield loss damages, or any other damages, costs and expenses attributable to or arising from Grantee's proper execution of the initial construction, mitigation, and restoration activities within the Right of Way and Temporary Easement Area and the proper installation, presence, maintenance or operation of the Facilities upon the Property. Notwithstanding the foregoing, nothing contained herein shall be construed to release Grantee from liability for any damages, costs or expenses caused solely by the gross negligence or willful misconduct of Grantee.

8. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

9. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easements granted herein, Grantee shall have the right, subject to Grantor's review of plans and discretionary approval, to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

10. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on

and shall inure to the benefit of the Parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives.

11. **Severability**. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

12. **Entire Agreement; Modification**. This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

13. **Governing Law**. This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

14. **Joint Efforts**. The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

15. **Authority**. Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

16. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**The Village of Fox Crossing**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be the \_\_\_\_\_ of **The Village of Fox Crossing**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the village.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

[SEAL]

Notary Public

**WITNESS:**

**GRANTEE:**

**ANR Pipeline Company,**  
a Delaware corporation

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTEE**

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

[SEAL]

Notary Public

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, to-wit:

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of **ANR Pipeline Company**, a Delaware corporation, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

[SEAL]

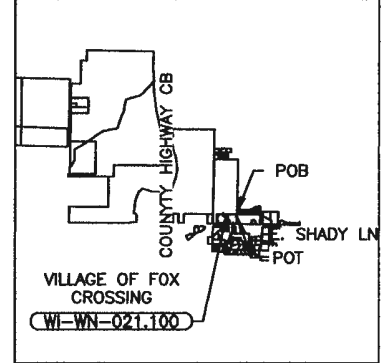
Notary Public

This instrument was prepared by:  
Tristan Brock  
Ohio Valley Acquisition  
1305 N Barker Rd. Suite 8  
Brookfield, WI 53045

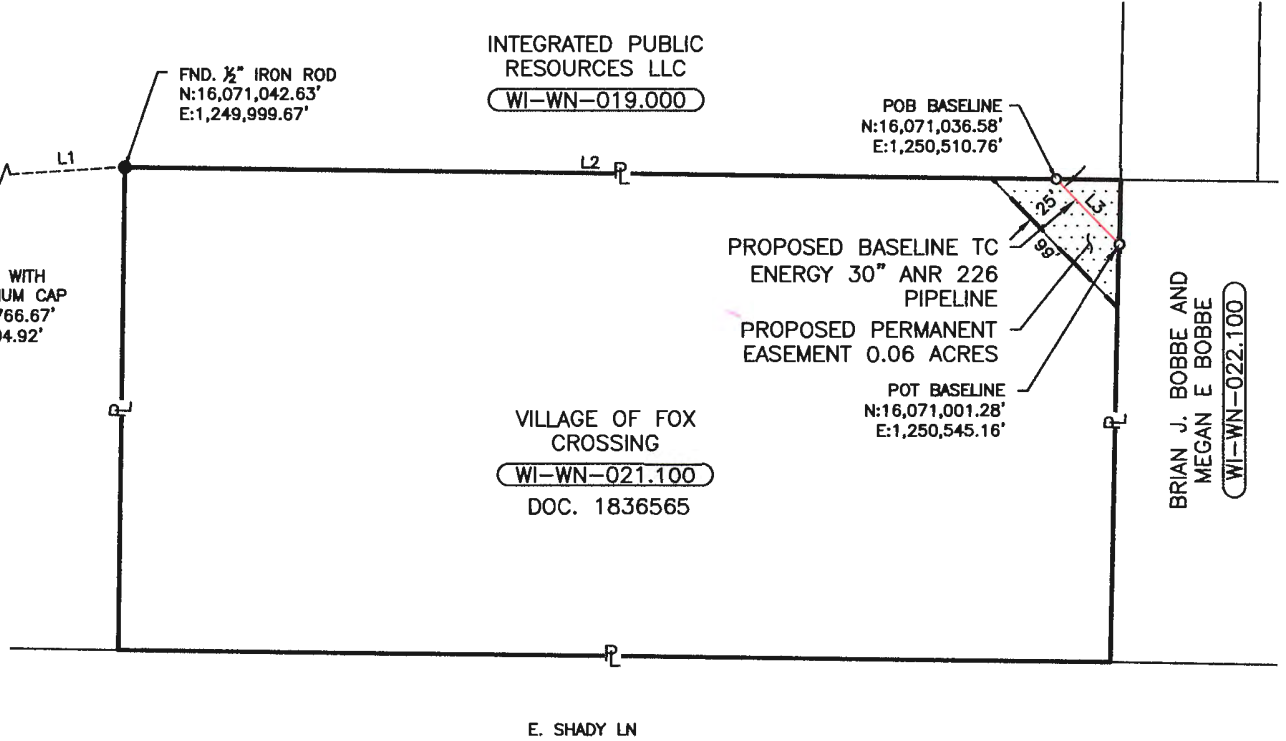
# EXHIBIT "A"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 OF SE 1/4 OF S05, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



VICINITY MAP  
NTS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N86°08'40"E	4,103.99'
L2	S89°19'19"E	511.17'
L3	S44°15'36"E	49.30'

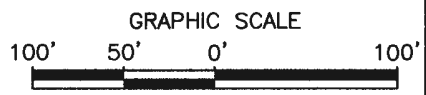
*BP* *9/30/22*  
BRAD D. PONTZ DATE:  
PROFESSIONAL LAND SURVEYOR WI 3243-8

MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- EXISTING TC ENERGY PIPELINE
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
- PROPOSED ACCESS ROADS
- LIMITS OF DISTURBANCE



REV: 0 DATE: 09/30/2022

DISTANCE ACROSS PROPERTY = 49.30 FEET = 2.99 RODS			EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.00 ACRES
TRACT ACREAGE = 3.32 ACRES (CALLED)			
PROPOSED PERMANENT EASEMENT = 0.06 ACRES			TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS
TEMPORARY WORKSPACE = 0.00 ACRES			
ADDITIONAL TEMPORARY WORKSPACE = 0.00 ACRES			
PROJECT		TAX DISTRICT(S)	
WISCONSIN RELIABILITY PROJECT			
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES	STATE(S) WISCONSIN	
MAP DATE 04/2022	VILLAGE OF FOX CROSSING WI-WN-021.100	SHEET NO. <u>1</u> OF <u>1</u>	
DRAWN BY JWD	APN # 121017403	DRAWING NO. WI-WN-021.100	
SCALE 1" = 100'			

# Attachment 3

## TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT (this “**Agreement**”), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Village of Fox Crossing f/k/a Town of Menasha, a Municipal corporation**, whose address is **2000 Municipal Drive, Neenah, Wisconsin 54956** (whether one or more, the “**Grantor**”), and **ANR Pipeline Company**, a Delaware corporation, whose address is 700 Louisiana Street, Ste. 700, Houston, Texas 77002 (the “**Grantee**”). Grantor and Grantee are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated July 20, 1981, from James A. Schulz and Eleanor R. Schulz, his wife, and in her own right to Town of Menasha, a municipal corporation recorded in the Register of Deeds Office for Winnebago County, Wisconsin as Document Number 566446; AND in that certain Warranty Deed, dated January 12, 1970, from Eleanor R. Schulz to Town of Menasha, a Municipal corporation recorded in the Register of Deeds Office for Winnebago County, Wisconsin in Volume 1263, Page 126, as Document Number 392112, all identified as parcel number 1210172, being more particularly described as the West ½ of the SE ¼ of Section 5, T20N, R17E, in the Town of Menasha, EXCEPTING THEREFROM, the following four described tracts of land: 1. The East 290 feet of the South 300.4 feet thereof, 2. The West 318 feet of the East 608 feet of the South 300 feet thereof, 3. The East 187 feet of the West 717.5 feet of the South 300 feet thereof. All Subject to Easements and Restrictions of Record; And the West 660 feet of the North 660 feet of the South 1760 feet of the West ½ of the South East ¼ of Section 5, T20N, R17 E, in the Town of Menasha; AND the South ½ of the SW ¼ of Section 5, T20N, R17E, in the Town of Menasha, Except that part conveyed to Winnebago County, Wisconsin and LESS AND EXCEPTING THEREFROM the North 835 feet of the West 1100 feet of the SW ¼ of the SW ¼ of Section 5, T20N, R17E in the Town of Menasha, Winnebago County, Wisconsin; AND that part of the North ½ of the SW ¼ of Section 5, T20N, R17E; all in Winnebago County, Wisconsin (the “**Property**”); and

WHEREAS, in connection with the construction, operation, repair, maintenance, replacement, alteration, reconstruction and removal or abandonment of Grantee’s facilities (the “**Facilities**”), Grantee desires the temporary right to use a portion of the Grantor’s Property to access Grantee’s Facilities located on Grantor’s Property and/or on the property adjacent or proximate to Grantor’s Property.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Grant of Temporary Access Easement.** Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, privilege and easement to survey, excavate, construct, operate, inspect, improve, upgrade, alter, maintain, make use of, change the size of, repair, reconstruct, replace, and/or remove a temporary access road and/or easement area, as depicted and/or more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein (the “**Temporary Access Easement**”) for use by Grantee, its employees, agents, contractors, subcontractors, successors and assigns as a means of access, ingress and egress for equipment, machinery, vehicles, supplies, and personnel to and from the Facilities located on, over, across and/or through the Temporary Access Easement, together with the right, privilege and easement to enter upon and use such portions of the Temporary Access Easement as reasonably necessary for the full use of the rights granted herein. Construction and use of the Temporary Access Easement shall be at Grantee’s risk and expense.

2. **Use.** The rights granted to Grantee hereunder shall not extend generally for the use of the public and are limited to and for the use of Grantee, its employees, agents, contractors, subcontractors, successors and assigns. Grantor shall have the right to make reasonable use of the Temporary Access Easement for purposes which, and in such manner as, will not interfere with Grantee's full enjoyment of the rights hereby granted.

3. **Location.** Grantor and Grantee acknowledge that the actual location of the Temporary Access Easement may change because of engineering and/or site or construction related factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Temporary Access Easement to conform to the actual location of the Temporary Access Easement. If such documents are required, they will be prepared by Grantee at Grantee's expense and shall be subject to Grantor's review and discretionary approval.

4. **Restoration.** At such time as Grantee no longer requires the use of the Temporary Access Easement for the purposes set forth herein, Grantee shall restore the surface of the Temporary Access Easement as near as practicable to its condition immediately prior to Grantee's use.

5. **Term.** This Temporary Access Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Facilities, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Facilities, which in no event may extend beyond December 31, 2026.

6. **Successors and Assigns.** This Agreement and the covenants and agreements contained herein, and subject to any expiration terms or date contained herein, are covenants running with the land, shall be assignable in whole or in part, and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, assigns, executors, administrators, and legal representatives.

7. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

8. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

9. **Governing Law.** This Agreement shall be governed by the laws of the State in which the Property is located, without regard to conflicts laws or choice of law rules thereof.

10. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one of the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

11. **Further Assurances.** Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

12. **Additional Rights.** In addition to the rights granted herein, should restoration be required on the Property outside the easement granted herein, Grantee shall have the right, subject to Grantor's review of plans and discretionary approval, to take all actions necessary to complete such restoration and such actions shall not constitute a trespass. Grantee shall pay Grantor the market rate to rent such property utilized during restoration.

13. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement. Grantor binds itself, its heirs, successors, assigns, executors, administrators, and legal representatives to warrant and forever defend the interests and rights conveyed herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**Village of Fox Crossing f/k/a Town of  
Menasha, a Municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,  
a Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

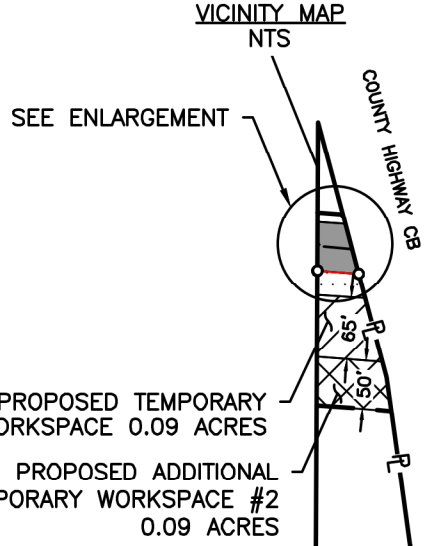
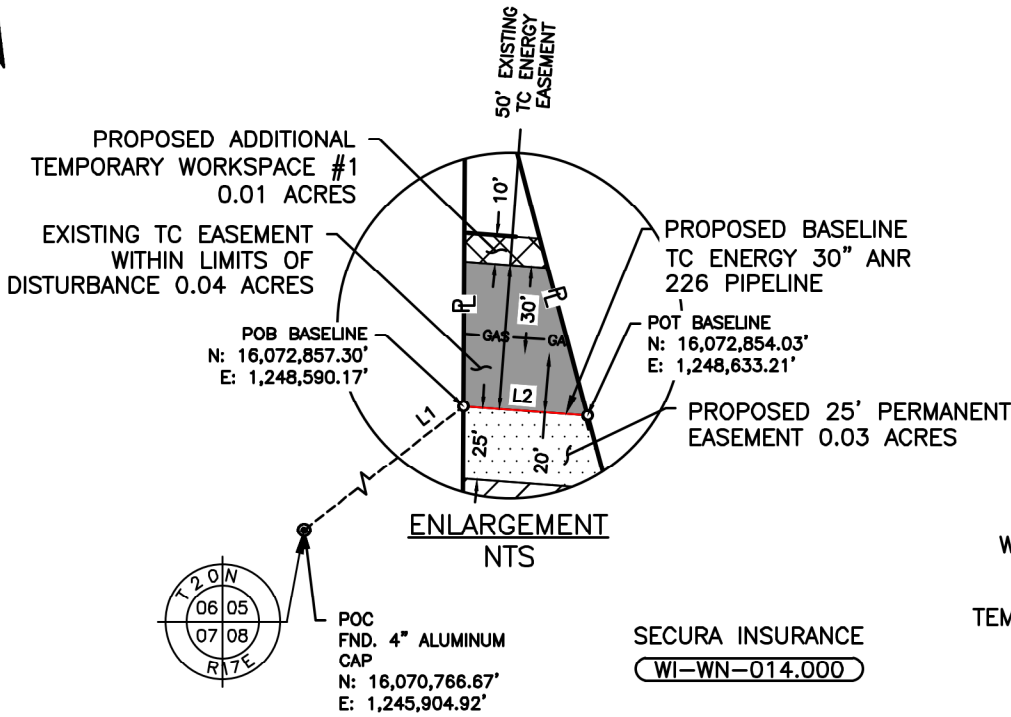
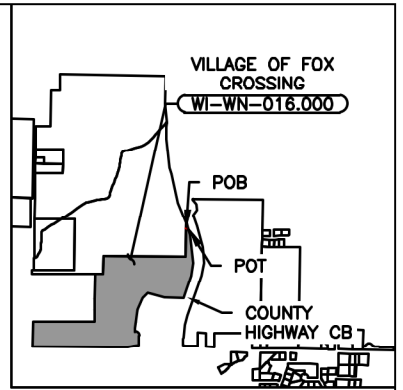
Title: \_\_\_\_\_



# EXHIBIT "A"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART SW 1/4 OF S5, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



SEE SHEET 2 OF 2 FOR PROPOSED PERMANENT EASEMENT DETAIL

LINE	BEARING	DISTANCE
L1	N52°05'49"E	3,403.13'
L2	S85°39'01"E	43.16'

Wayne L Mory

Digitally signed by Wayne L Mory  
DN: cn=Wayne L Mory, c=US, o=Mott MacDonald, LLC, email=wayne.mory@mottmac.com  
Date: 2022.11.16 16:33:21 -06'00'

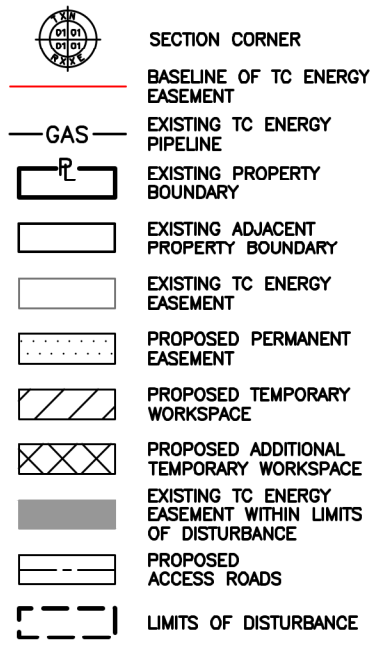
WAYNE L. MORY DATE: PROFESSIONAL LAND SURVEYOR WI 3197-8 LICENSE EXP. 01/31/2024


MOTT MACDONALD 10 SOUTH LASALLE ST. ~ SUITE 2520 CHICAGO, IL 60603 PHONE: (312) 894-5372

VILLAGE OF FOX CROSSING  
WI-WN-016.000  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7





GRAPHIC SCALE

200' 100' 0' 200'

REV: 2    DATE: 6/8/2023

DISTANCE ACROSS PROPERTY = 43.16 FEET = 2.62 RODS

TRACT ACREAGE = 115.37 ACRES (CALLED)

PROPOSED PERMANENT EASEMENT = 0.43 ACRES

TEMPORARY WORKSPACE = 0.09 ACRES

ADDITIONAL TEMPORARY WORKSPACE = 0.10 ACRES

EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.04 ACRES

TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS

TAX DISTRICT(S)

COUNTY(IES) WINNEBAGO

STATE(S) WISCONSIN

SHEET NO. 1 OF 2

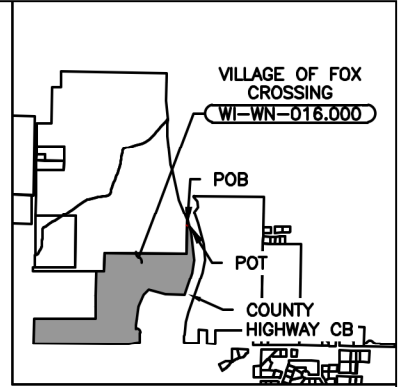
DRAWING NO. WI-WN-016.000

PROJECT <b>WISCONSIN RELIABILITY PROJECT</b>	
CONSULTANT	ENGINEER
SURVEY DATE 09/2021 - 04/2022	REFERENCES <b>VILLAGE OF FOX CROSSING WI-WN-016.000</b>
MAP DATE 04/2022	APN # 1210172
DRAWN BY AK	FIELD BOOK PAGE
SCALE 1" = 200'	

# EXHIBIT "A"

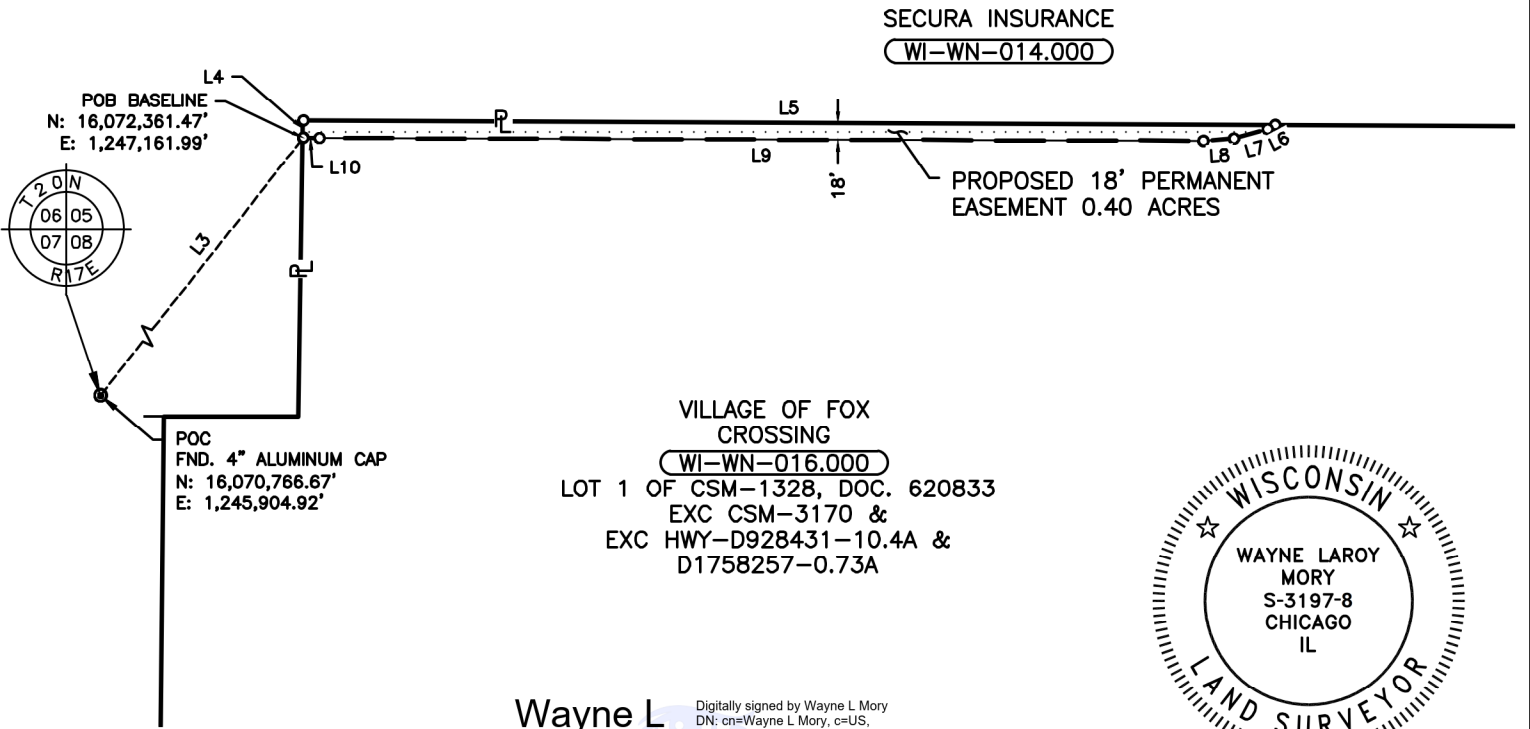
PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART SW 1/4 OF S5, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



VICINITY MAP  
NTS

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N38°14'47"E	2,030.67'
L4	N00°51'10"E	18.06'
L5	S89°43'46"E	1,012.20'
L6	S62°02'43"W	8.91'
L7	S74°18'46"W	36.53'
L8	S85°35'21"W	31.91'
L9	N89°48'33"W	920.53'
L10	N89°28'31"W	17.08'



SECURA INSURANCE  
WI-WN-014.000

PROPOSED 18' PERMANENT  
EASEMENT 0.40 ACRES

VILLAGE OF FOX  
CROSSING  
WI-WN-016.000  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A

POC  
FND. 4" ALUMINUM CAP  
N: 16,070,766.67'  
E: 1,245,904.92'



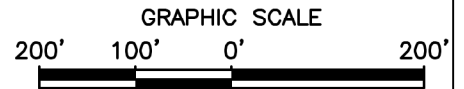
Wayne L Mory  
Digitally signed by Wayne L Mory  
DN: cn=Wayne L Mory, c=US,  
o=Mott MacDonald, LLC,  
email=wayne.mory@mottmac.com  
Date: 2022.11.16 16:33:37 -06'00'

WAYNE L. MORY DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

	SECTION CORNER
	BASELINE OF TC ENERGY EASEMENT
	EXISTING TC ENERGY PIPELINE
	EXISTING PROPERTY BOUNDARY
	EXISTING ADJACENT PROPERTY BOUNDARY
	EXISTING TC ENERGY EASEMENT
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY WORKSPACE
	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
	EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
	PROPOSED ACCESS ROADS
	LIMITS OF DISTURBANCE



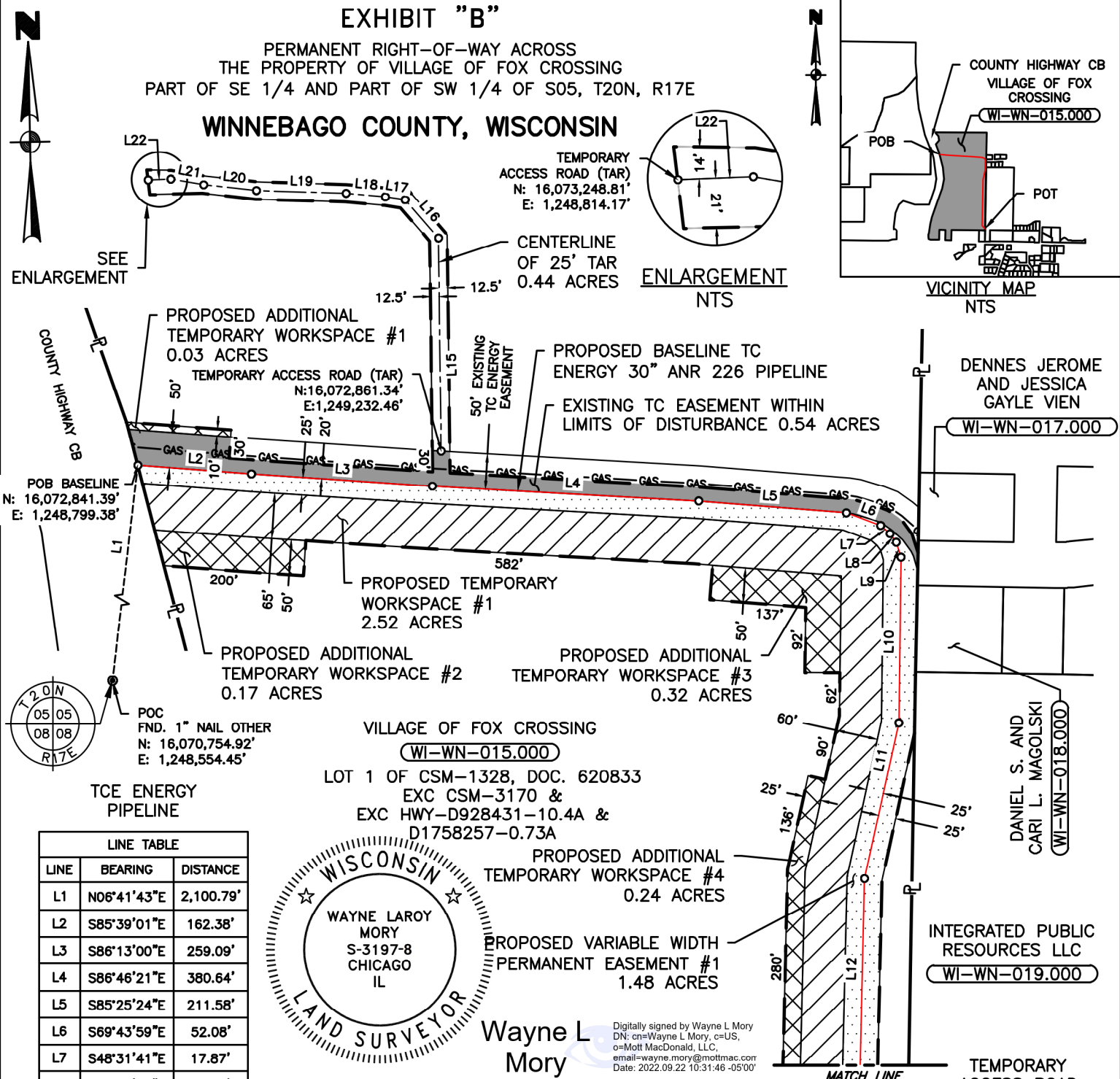
REV: 2 DATE: 6/8/2023

DISTANCE ACROSS PROPERTY = 43.16 FEET = 2.62 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.04 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.00 ACRES = 0.00 FEET = 0.00 RODS	
PROPOSED PERMANENT EASEMENT = 0.43 ACRES		TEMPORARY WORKSPACE = 0.09 ACRES	
ADDITIONAL TEMPORARY WORKSPACE = 0.10 ACRES		PROJECT	
WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES		STATE(S) WISCONSIN
MAP DATE 04/2022	VILLAGE OF FOX CROSSING WI-WN-016.000		SHEET NO. 2 OF 2
DRAWN BY AK	APN #	1210172	DRAWING NO. WI-WN-016.000
SCALE 1" = 200'			

# EXHIBIT "B"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART OF SW 1/4 OF S05, T20N, R17E

## WINNEBAGO COUNTY, WISCONSIN

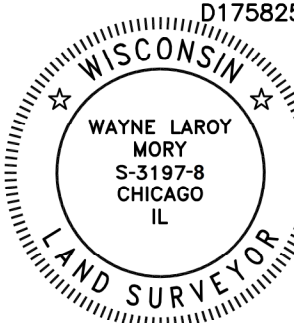


POB BASELINE  
N: 16,072,841.39'  
E: 1,248,799.38'

POC  
FND. 1" NAIL OTHER  
N: 16,070,754.92'  
E: 1,248,554.45'

TCE ENERGY  
PIPELINE

VILLAGE OF FOX CROSSING  
WI-WN-015.000  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A



Wayne L. Mory  
Digitally signed by Wayne L. Mory  
DN: cn=Wayne L. Mory, c=US,  
o=Mott MacDonald, LLC,  
e=mott-macdonald@smottmac.com  
Date: 2022.09.22 10:31:46 -05'00'

WAYNE L. MORY DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

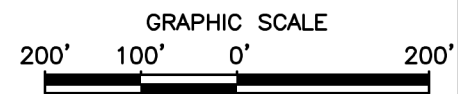
MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

LINE	BEARING	DISTANCE
L1	N06°41'43"E	2,100.79'
L2	S85°39'01"E	162.38'
L3	S86°13'00"E	259.09'
L4	S86°46'21"E	380.64'
L5	S85°25'24"E	211.58'
L6	S69°43'59"E	52.08'
L7	S48°31'41"E	17.87'
L8	S36°08'16"E	15.13'
L9	S17°35'36"E	22.33'
L10	S00°43'29"W	236.69'
L11	S12°27'11"W	227.64'
L12	S01°20'19"W	266.98'

LINE	BEARING	DISTANCE
L15	S00°44'14"E	304.45'
L16	S40°59'28"E	72.62'
L17	S81°31'37"E	28.54'
L18	S84°54'40"E	56.19'
L19	S88°14'15"E	128.12'
L20	S83°41'04"E	75.69'
L21	S80°16'03"E	47.62'
L22	N87°44'48"E	32.34'

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7

- SECTION CORNER
- BASELINE OF TC ENERGY EASEMENT
- EXISTING TC ENERGY PIPELINE
- EXISTING PROPERTY BOUNDARY
- EXISTING ADJACENT PROPERTY BOUNDARY
- EXISTING TC ENERGY EASEMENT
- PROPOSED PERMANENT EASEMENT
- PROPOSED TEMPORARY WORKSPACE
- PROPOSED ADDITIONAL TEMPORARY WORKSPACE
- EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
- PROPOSED ACCESS ROADS
- LIMITS OF DISTURBANCE



REV: 3 DATE: 6/8/2023

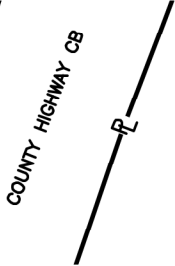
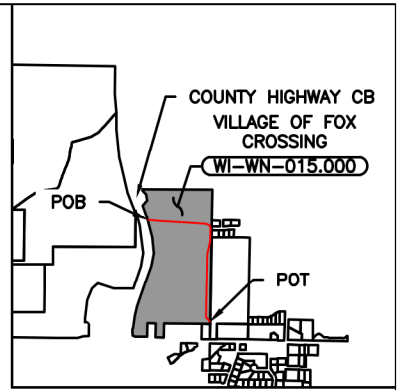
DISTANCE ACROSS PROPERTY = 2,791.83 FEET = 169.20 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.54 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.44 ACRES = 745.57 FEET = 45.19 RODS	
PROPOSED PERMANENT EASEMENT = 2.56 ACRES		ADDITIONAL TEMPORARY WORKSPACE = 1.23 ACRES	
TEMPORARY WORKSPACE = 3.88 ACRES			
PROJECT WISCONSIN RELIABILITY PROJECT		TAX DISTRICT(S)	
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES VILLAGE OF FOX CROSSING WI-WN-015.000		STATE(S) WISCONSIN
MAP DATE 04/2022			SHEET NO. <u>1</u> OF <u>2</u>
DRAWN BY AK	APN # 1210172		DRAWING NO. WI-WN-015.000
SCALE 1" = 200'			



# EXHIBIT "B"

PERMANENT RIGHT-OF-WAY ACROSS  
THE PROPERTY OF VILLAGE OF FOX CROSSING  
PART OF SE 1/4 AND PART OF SW 1/4 OF S05, T20N, R17E

WINNEBAGO COUNTY, WISCONSIN



VILLAGE OF FOX CROSSING  
**WI-WN-015.000**  
LOT 1 OF CSM-1328, DOC. 620833  
EXC CSM-3170 &  
EXC HWY-D928431-10.4A &  
D1758257-0.73A

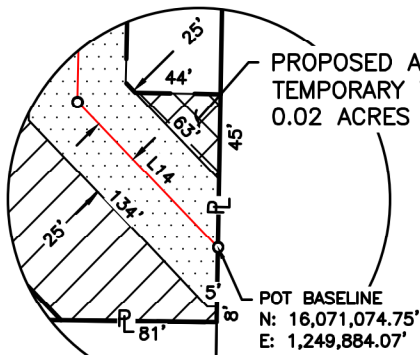
PROPOSED ADDITIONAL  
TEMPORARY WORKSPACE #5  
0.45 ACRES

PROPOSED TEMPORARY  
WORKSPACE #2  
1.36 ACRES

PROPOSED BASELINE TC  
ENERGY 30" ANR 226 PIPELINE

PROPOSED VARIABLE WIDTH  
PERMANENT EASEMENT #2  
1.08 ACRES

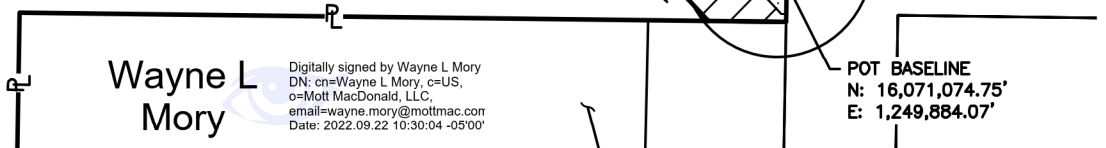
INTEGRATED PUBLIC  
RESOURCES LLC  
**WI-WN-019.000**



ENLARGEMENT  
NTS

TCE ENERGY  
PIPELINE

LINE TABLE CONT.		
LINE	BEARING	DISTANCE
L13	S01°20'19"W	833.92'
L14	S43°55'38"E	105.51'

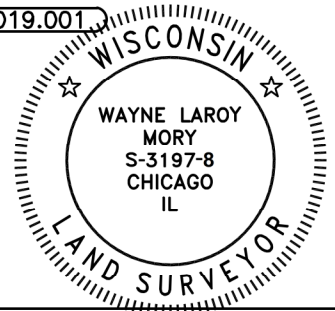


Wayne L Mory  
Digitally signed by Wayne L Mory  
DN: cn=Wayne L Mory, c=US,  
o=Mott MacDonald, LLC,  
email=wayne.mory@mottmac.com  
Date: 2022.09.22 10:30:04 -05'00'

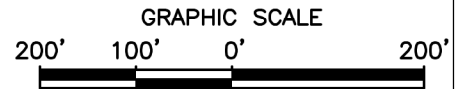
WAYNE L. MORY DATE:  
PROFESSIONAL LAND SURVEYOR WI 3197-8  
LICENSE EXP. 01/31/2024

MOTT MACDONALD  
10 SOUTH LASALLE ST. ~ SUITE 2520  
CHICAGO, IL 60603  
PHONE: (312) 894-5372

NICHOLAS S. KILEY  
AND ASHLEY L. KILEY  
**WI-WN-019.001**



1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS UTM NAD83 (2011) ZONE 16, U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A FIELD WORK BETWEEN SEP. 2021 AND APR. 2022 TO LOCATE LINES NECESSARY FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD. INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND DOES NOT REPRESENT A BOUNDARY SURVEY PURSUANT TO WISCONSIN ADMINISTRATIVE CODE, WS A-E-7



	SECTION CORNER
	BASELINE OF TC ENERGY EASEMENT
	GAS
	EXISTING TC ENERGY PIPELINE
	EXISTING PROPERTY BOUNDARY
	EXISTING ADJACENT PROPERTY BOUNDARY
	EXISTING TC ENERGY EASEMENT
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY WORKSPACE
	PROPOSED ADDITIONAL TEMPORARY WORKSPACE
	EXISTING TC ENERGY EASEMENT WITHIN LIMITS OF DISTURBANCE
	PROPOSED ACCESS ROADS
	LIMITS OF DISTURBANCE



REV: 3 DATE: 6/8/2023

DISTANCE ACROSS PROPERTY = 2,791.83 FEET = 169.20 RODS		EXISTING TC EASEMENT WITHIN LIMITS OF DISTURBANCE = 0.54 ACRES	
TRACT ACREAGE = 115.37 ACRES (CALLED)		TEMPORARY ACCESS ROAD = 0.44 ACRES = 745.57 FEET = 45.19 RODS	
PROPOSED PERMANENT EASEMENT = 2.56 ACRES			
TEMPORARY WORKSPACE = 3.88 ACRES			
ADDITIONAL TEMPORARY WORKSPACE = 1.23 ACRES			

PROJECT WISCONSIN RELIABILITY PROJECT			TAX DISTRICT(S)
CONSULTANT	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) WINNEBAGO
SURVEY DATE 09/2021 - 04/2022	REFERENCES VILLAGE OF FOX CROSSING WI-WN-015.000		STATE(S) WISCONSIN
MAP DATE 04/2022	DRAWN BY AK		SHEET NO. <u>2</u> OF <u>2</u>
SCALE 1" = 200'	APN # 1210172	DRAWING NO. WI-WN-015.000	

# Attachment 4

Tract: WI-WN-015.000/016.000/021.100

## Supplemental Agreement

This Supplemental Agreement (“**Supplemental Agreement**”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Village of Fox Crossing f/k/a Town of Menasha, a Municipal corporation**, whose address is **2000 Municipal Drive, Neenah, Wisconsin 54956**, whether one or more, and their heirs, successors and assigns (the “**Landowner**”), and ANR Pipeline Company, a Delaware corporation, and its successors and assigns (“**ANR**”), with an address of 700 Louisiana Street, Suite 1300, Houston, Texas 77002.

**WHEREAS**, Landowner and **ANR** entered into that certain Easement and Right of Way Agreement and Temporary Access Easement (collectively, the “**Agreement**”), attached hereto as Exhibit “A”; and

**WHEREAS**, Landowner and **ANR** desire to memorialize certain independent and collateral covenants related to the Agreement in this Supplemental Agreement, and

**WHEREAS**, the Construction Work Area (“**CWA**”) is defined as the entirety of the Workspaces referenced to and defined in the Agreements, including all Temporary, Permanent, and Staging Workspaces in addition to Access Roads more particularly described and defined in Exhibit A.

**NOW THEREFORE**, in consideration of mutual promises and agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Landowner and **ANR** do hereby agree as follows:

1. **Miscellaneous.** The terms of the Agreement are incorporated herein by reference and in the event of any conflict between the Agreement and this Supplemental Agreement, the terms of this Supplemental Agreement shall govern and control. Except for purposes of the construction and enforcement of this Supplemental Agreement, the terms and conditions of the Agreement shall remain unmodified. The Agreement, together with this Supplemental Agreement, constitutes the entire agreement between Landowner and **ANR** with respect to the subject matter hereof, and shall inure to the benefit of and be binding on the Landowner’s heirs, successors and assigns and **ANR**’s successors and assigns.

2. **De-Watering.** In the event water pumping from ditch lines becomes necessary ANR may place, at its sole discretion, any appropriate de-watering structures, including but not

limited to filter bags, straw bales, and/or filter sock, outside of but immediately adjacent to the Construction Work Area, as defined on the exhibit attached hereto. De-watering will be completed in a manner that avoids damaging adjacent agricultural land, crops, and/or pasture. In the event ANR's de-watering activities create the need for restoration to Landowner's land, crops, pasture, etc., ANR will provide Landowner reasonable compensation to restore such disturbed areas to their pre-construction condition.

3. **Pre-construction assessments.** Prior to the start of construction, ANR may conduct various pre-construction baseline assessments, including but not limited to, pond turbidity baseline assessments, septic system impact assessments, water well quality and/or quantity baseline assessments and foundation baseline inspections. ANR agrees to make prior notification before the conduction of pre-construction assessments and Landowner agrees to reasonably accommodate the access needed.

4. **Methane vent relocation.** Landowner has agreed to undertake efforts to design, permit, and execute the relocation of the Methane Vents identified on Exhibit "B", attached hereto, in order to accommodate installation of ANR's pipeline, leaving the Permanent Easement free and clear of all encumbrances. Landowner shall diligently pursue the design of the relocation and the necessary permitting and approvals required by the WDNR and any other regulatory agency with jurisdiction over the relocation of the Methane Vents.

- a. ANR shall make an upfront payment to Landowner of Fifty Thousand and no/100 Dollars (\$50,000.00) as a good faith deposit for the Methane Vent Relocations.
- b. In the event costs associated with the Methane Vent Relocations exceed the initial deposit amount (\$50,000.00), Landowner agrees to supply ANR with receipts, invoices and any associated backup documentation relating to final costs. ANR agrees to pay the difference for final realized costs, if any, within 30 days post completion of the Methane Vent Relocation project.
- c. Landowner agrees to notify ANR's representative, Charles Brock, or an alternate authorized ANR representative, if costs incurred are anticipated to exceed One Hundred Thousand Dollars \$100,000.00. ANR reserves the right to approve costs exceeding One Hundred Thousand Dollars \$100,000.00.
- d. Landowner agrees to have Methane Vent Relocations completed by December 31<sup>st</sup>, 2024. Any delay past the stated deadline of December 31<sup>st</sup>, 2024, must be approved, in writing, by an ANR representative.

5. **Trail Closure.** ANR shall place trail closure signs at all trail entrance locations leading into the property on the East side of County Road CB. ANR agrees to consult with

Landowner prior to construction to determine if additional trail closure signage should be implemented.

6. **Tree Removal.** All trees shall be removed from the property by ANR. No chipping or stacking shall be allowed unless otherwise agreed to by Landowner prior to the start of tree felling activities.

7. **Safety Fencing.** ANR shall install safety fencing along the outer edges of the CWA, also referred to as the Limits of Disturbance.

8. **Encroachments.** Where applicable, replaceable appurtenances such as trail material, trail markers, benches or pre-existing signage that is located within the CWA, shall be removed prior to construction and replaced at a time that eliminates negative impacts to reclamation efforts, post-construction.

9. **Existing Utilities.** ANR shall comply with all applicable Federal, State and Local regulations for crossing existing underground utilities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have duly executed this Supplemental Agreement as of the date set forth above.

**WITNESS:**

\_\_\_\_\_

**GRANTOR:**

**Village of Fox Crossing f/k/a Town of  
Menasha, a Municipal corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**

**ANR Pipeline Company,  
a Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





WI-WN-014.000  
SECURA  
INSURANCE

WI-WN-016.000  
VILLAGE OF FOX CROSSING  
F/K/A TOWN OF MENASHA,  
A MUNICIPAL CORPORATION

3IN. METHANE  
VENT RED METAL

3IN. METHANE  
VENT METAL

3IN. METHANE  
VENT METAL

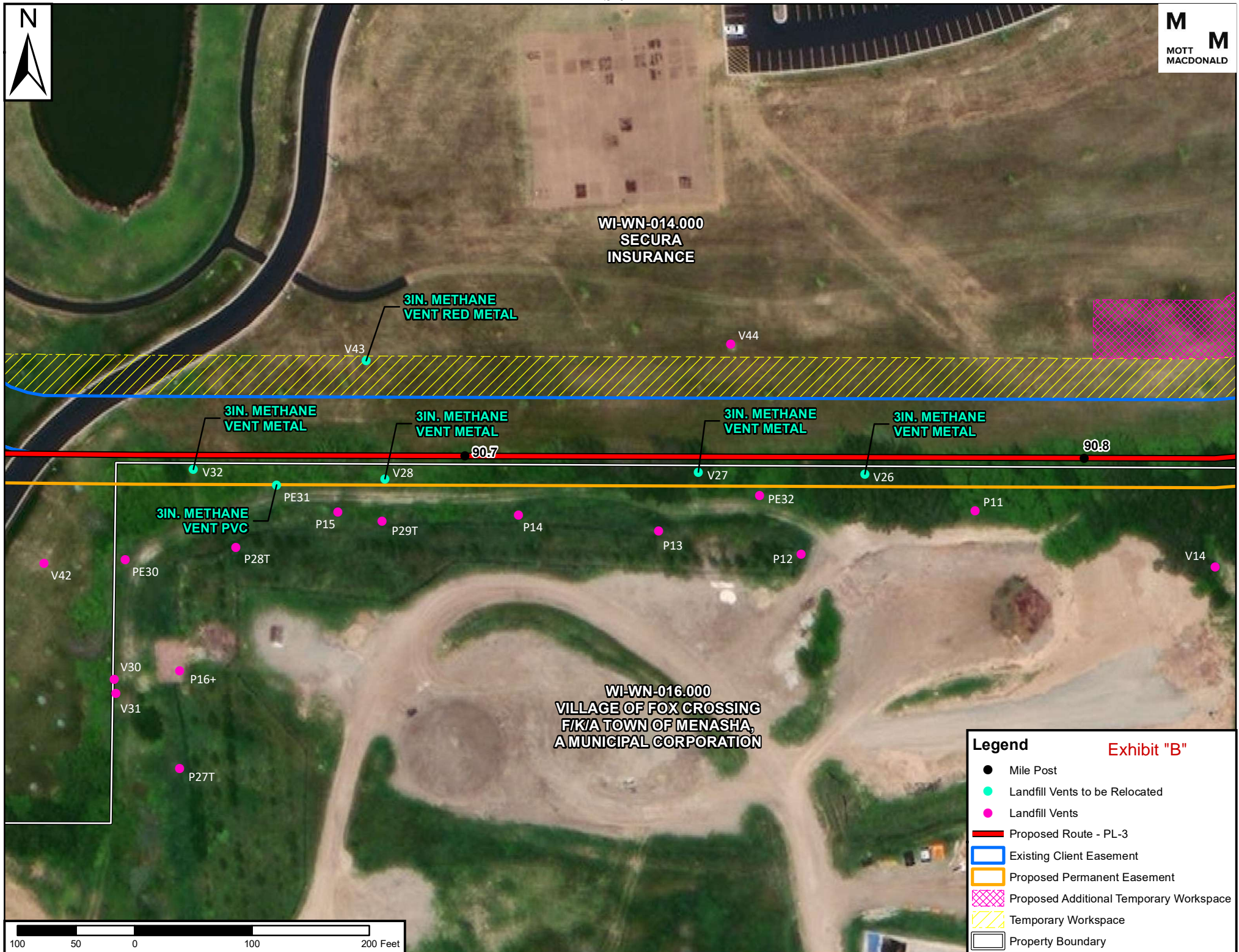
3IN. METHANE  
VENT METAL

3IN. METHANE  
VENT METAL

3IN. METHANE  
VENT PVC

90.8

90.7



**Legend** Exhibit "B"

- Mile Post
- Landfill Vents to be Relocated
- Landfill Vents
- Proposed Route - PL-3
- Existing Client Easement
- Proposed Permanent Easement
- Proposed Additional Temporary Workspace
- Temporary Workspace
- Property Boundary



RES #231023-6

**CHANGE ORDER #2 & FINAL – 2023 ROAD RESURFACING PROGRAM TO INCLUDE THE RESURFACING OF EAST SHADY LANE WEST OF IRISH ROAD, THE FIRE STATION #40 PARKING LOT PROJECT, THE FRITSE PARK PARKING LOT ADDITION, THE FRIENDSHIP TRAIL PAVING PROJECT, AND THE GAVIN ROAD CURB RAMP INSTALLATION**

WHEREAS, on March 27, 2023, Northeast Asphalt, Inc., was awarded the 2023 Road Resurfacing Program to Include the Resurfacing of East Shady Lane West of Irish Road, the Fire Station #40 Parking Lot Project, the Fritse Park Parking Lot Addition, the Friendship Trail Paving Project, and the Gavin Road Curb Ramp Installation contract, in the amount of \$1,307,951.25; and

WHEREAS, on August 14, 2023, the Village Board approved Change Order #1 for a net increase of \$110,768.29; and

WHEREAS, Change Order #2 reflects a net decrease of \$124,617.57, due to the following:

Add Butte Des Morts Park Trail Paving	\$ 3,980.70
Final Quantity Adjustments Base Bid	(\$ 33,075.91)
Final Quantity Adjustments East Shady Ln (Irish Rd to west of Clayton Ave)	(\$ 51,520.74)
Final Quantity Adjustments Fire Station #40 Parking Lot	(\$ 10,379.79)
Final Quantity Adjustments Friendship Trail Paving	(\$ 14,417.76)
Final Quantity Adjustments Fritse Park Parking Lot	(\$ 1,077.30)
Final Quantity Adjustments Gavin Road Curb Ramp Installation	(\$ 1,762.85)
Final Quantity Adjustments Supplement Bid #1	(\$ 15,161.30)
Final Quantity Adjustments Supplement Bid #2	(\$ 1,202.62)
Total:	(\$ 124,617.57)

WHEREAS, the decrease of \$124,617.57 from Change Order #2 items results in a new total contract price of \$1,294,101.97; and

WHEREAS, it is the recommendation of Village Engineer Lee Reibold and Village Manager Jeffrey Sturgell to approve Change Order #2 & Final to Northeast Asphalt, Inc., for a decrease in the amount of \$124,617.57, resulting in a new contract amount of \$1,294,101.97.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #2 & Final for the 2023 Road Resurfacing Program to Include the Resurfacing of East Shady Lane West of Irish Road, the Fire Station #40 Parking Lot Project, the Fritse Park Parking Lot Addition, the Friendship Trail Paving Project, and the Gavin Road Curb Ramp Installation contract, for a decrease in the amount of \$124,617.57 to **Northeast Asphalt, Inc., W6380 Design Drive, Greenville, Wisconsin**, for an adjusted contract amount of \$1,294,101.97.

Adopted this 23<sup>rd</sup> day of October, 2023

*Requested by: Jeffrey Sturgell, Village Manager*

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

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

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



October 16, 2023

Village of Fox Crossing  
2000 Municipal Drive  
Neenah, WI 54956

Re: Village of Fox Crossing  
2023 Asphalt Street Resurfacing Program  
Change Order #2  
McM. No. F0057-09-23-00136-C

Enclosed herewith is Change Order #2 for the above referenced project. This change is a decrease in the Contract in the amount of \$124,617.57. The current Contract Price is \$1,294,101.97.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in blue ink, appearing to read "Lee R. Reibold".

Lee R. Reibold, P.E.  
Associate / Municipal & Civil Engineer

LRR:mck

Enclosure: Change Order #2



1445 MCMAHON DRIVE P.O. BOX 1025  
NEENAH, WI 54956 NEENAH, WI 54957-1025

# CHANGE ORDER

McMAHON ASSOCIATES, INC.

TELEPHONE: 920.751.4200  
FAX: 920.751.4284

Northeast Asphalt, Inc.  
W6380 Design Drive  
Greenville, WI 54942

Contract No. F0057-09-23-00136-C  
Project File No. F0057-09-23-00136.02  
Change Order No. Two (2) FINAL  
Issue Date: October 10, 2023  
Project: Village of Fox Crossing-2023 Asphalt Street Resurfacing Program

**You Are Directed To Make The Changes Noted Below In The Subject Contract:**

	(Item Description)	(Price)
2.1	ADD Butte Des Morts Park Trail Paving, T&M @ \$3,980.70	+ \$3,980.70
2.2	Final Quantity Adjustment, Bid vs. As-Constructed per attached spreadsheet	- \$128,598.27
	<b>TOTAL</b>	<b>- \$124,617.57</b>

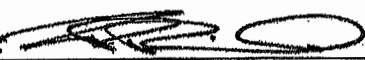
**The Changes Result In The Following Adjustments:**

	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$1,418,719.54</u>	<u>-</u> days
Adjustments Per This Change Order	<u>- \$124,617.57</u>	<u>-</u> days
Current Contract Status	<u>\$1,294,101.97</u>	<u>-</u> days

Recommended:  
**McMAHON ASSOCIATES, INC.**  
Neenah, Wisconsin

Accepted:  
**NORTHEAST ASPHALT, INC.**  
Greenville, Wisconsin

Authorized:  
**VILLAGE OF FOX CROSSING**  
Wisconsin

By:   
Date: 10/10/2023

DocuSigned by:  
*Taylor Tauer*  
By:   
Date: 10/13/2023 3:02 PM CDT

By: \_\_\_\_\_  
Date: \_\_\_\_\_

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order  
**Execute And Return To ENGINEER For Distribution**



Village of Fox Crossing  
 2023 Asphalt Street Resurfacing Program  
 Final Project Costs Based Upon Final As-Constructed Quantities  
 McM No. F0057-09-23-00136-C

**A. Fox Run** 1,215 Lin Ft + 90' dia cul-de-sac

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	4,430	S.Y.	\$ 0.46	\$ 2,037.80	6,000	\$ 2,760.00	1,570	\$ 722.20
2	Fine Grading & Compaction of Aggregate Base	4,430	S.Y.	\$ 1.70	\$ 7,531.00	6,000	\$ 10,200.00	1,570	\$ 2,669.00
3	1 3/4-inch HMA pavement, 3 LT 58-28 S	465	TONS	\$ 60.55	\$ 28,155.75	639.36	\$ 38,713.25	174.36	\$ 10,557.50
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	465	TONS	\$ 64.10	\$ 29,806.50	599.73	\$ 38,442.69	134.73	\$ 8,636.19
5	Sawing asphalt (WisDOT Item No. 690.0150)	500	L.F.	\$ 1.35	\$ 675.00	500	\$ 675.00	0	\$ -
6	3-inch HMA driveway pavement	320	S.Y.	\$ 34.30	\$ 10,976.00	761	\$ 26,102.30	441	\$ 15,126.30
7	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 80,082.05	\$ 117,793.24	\$ 37,711.19		

**B. Landing Boulevard** 540 Lin Ft

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	1,310	S.Y.	\$ 0.46	\$ 602.60	1,220	\$ 561.20	(90)	\$ (41.40)
2	Fine Grading & Compaction of Aggregate Base	1,310	S.Y.	\$ 1.70	\$ 2,227.00	1,220	\$ 2,074.00	(90)	\$ (153.00)
3	Miscellaneous 24" curb & gutter replacement	210	L.F.	\$ 65.00	\$ 13,650.00	0	\$ -	(210)	\$ (13,650.00)
4	1 3/4-inch HMA pavement, 3 LT 58-28 S	140	TONS	\$ 60.55	\$ 8,477.00	122	\$ 7,387.10	(18)	\$ (1,089.90)
5	1 3/4-inch HMA pavement, 4 LT 58-28 S	140	TONS	\$ 64.10	\$ 8,974.00	122	\$ 7,820.20	(18)	\$ (1,153.80)
6	Sawing asphalt (WisDOT Item No. 690.0150)	150	L.F.	\$ 1.35	\$ 202.50	104	\$ 140.40	(46)	\$ (62.10)
7	3-inch HMA driveway pavement	30	S.Y.	\$ 34.30	\$ 1,029.00	0	\$ -	(30)	\$ (1,029.00)
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 36,062.10	\$ 18,882.90	\$ (17,179.20)		

**C. Starboard Drive** 630 Lin Ft

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	1,910	S.Y.	\$ 0.46	\$ 878.60	1,840	\$ 846.40	(70)	\$ (32.20)
2	Fine Grading & Compaction of Aggregate Base	1,910	S.Y.	\$ 1.70	\$ 3,247.00	1,840	\$ 3,128.00	(70)	\$ (119.00)
3	1 3/4-inch HMA pavement, 3 LT 58-28 S	200	TONS	\$ 60.55	\$ 12,110.00	174	\$ 10,535.70	(26)	\$ (1,574.30)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	200	TONS	\$ 64.10	\$ 12,820.00	174	\$ 11,153.40	(26)	\$ (1,666.60)
5	Sawing asphalt (WisDOT Item No. 690.0150)	170	L.F.	\$ 1.35	\$ 229.50	150	\$ 202.50	(20)	\$ (27.00)
6	3-inch HMA driveway pavement	60	S.Y.	\$ 34.30	\$ 2,058.00	87	\$ 2,984.10	27	\$ 926.10
7	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 32,243.10	\$ 29,750.10	\$ (2,493.00)		

**D. Plummer Avenue** 635 Lin Ft

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	1,630	S.Y.	\$ 0.56	\$ 912.80	1,956	\$ 1,095.36	326	\$ 182.56
2	Fine Grading & Compaction of Aggregate Base	1,925	S.Y.	\$ 1.55	\$ 2,983.75	1,956	\$ 3,031.80	31	\$ 48.05
3	1 3/4-inch HMA pavement, 3 LT 58-28 S	175	TONS	\$ 60.55	\$ 10,596.25	198	\$ 11,988.90	23	\$ 1,392.65
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	175	TONS	\$ 64.10	\$ 11,217.50	184	\$ 11,794.40	9	\$ 576.90
5	Sawing asphalt (WisDOT Item No. 690.0150)	250	L.F.	\$ 1.35	\$ 337.50	179	\$ 241.65	(71)	\$ (95.85)
6	3-inch HMA driveway pavement	200	S.Y.	\$ 28.25	\$ 5,650.00	142.5	\$ 4,025.63	(57.5)	\$ (1,624.38)
7	Manhole reconstruction	4	EACH	\$ 500.00	\$ 2,000.00	3	\$ 1,500.00	(1)	\$ (500.00)
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 34,597.80	\$ 34,577.74	\$ (20.07)		

Village of Fox Crossing  
 2023 Asphalt Street Resurfacing Program  
 Final Project Costs Based Upon Final As-Constructed Quantities  
 McM No. F0057-09-23-00136-C

E. Gruenwald Avenue		940 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	2,410	S.Y.	\$ 0.56	\$ 1,349.60	1,956	\$ 1,095.36	(454)	\$ (254.24)
2	Fine Grading & Compaction of Aggregate Base	2,850	S.Y.	\$ 1.55	\$ 4,417.50	1,956	\$ 3,031.80	(894)	\$ (1,385.70)
3	1 3/4-inch HMA pavement, 3 LT 58-28 S	255	TONS	\$ 60.55	\$ 15,440.25	199.51	\$ 12,080.33	(55.49)	\$ (3,359.92)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	255	TONS	\$ 64.10	\$ 16,345.50	185.98	\$ 11,921.32	(69.02)	\$ (4,424.18)
5	Sawing asphalt (WisDOT Item No. 690.0150)	250	L.F.	\$ 1.35	\$ 337.50	179	\$ 241.65	(71)	\$ (95.85)
6	3-inch HMA driveway pavement	200	S.Y.	\$ 28.25	\$ 5,650.00	142.5	\$ 4,025.63	(57.5)	\$ (1,624.38)
7	Manhole reconstruction	3	EACH	\$ 500.00	\$ 1,500.00	3	\$ 1,500.00	0	\$ -
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 45,940.35	\$ 34,796.08	\$ (11,144.27)		

F. Lori Drive (Jacobsen Rd to Prairie Lake Circle)		305 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	1,150	S.Y.	\$ 0.72	\$ 828.00	1,150	\$ 828.00	0	\$ -
2	Miscellaneous 30" curb & gutter replacement	160	L.F.	\$ 65.00	\$ 10,400.00	214	\$ 13,910.00	54	\$ 3,510.00
3	Fine Grading & Compaction of Aggregate Base	1,150	S.Y.	\$ 2.90	\$ 3,335.00	1,150	\$ 3,335.00	0	\$ -
4	1 3/4-inch HMA pavement, 3 LT 58-28 S	120	TONS	\$ 63.75	\$ 7,650.00	120	\$ 7,650.00	0	\$ -
5	1 3/4-inch HMA pavement, 4 LT 58-28 S	120	TONS	\$ 67.05	\$ 8,046.00	120	\$ 8,046.00	0	\$ -
6	Sawing asphalt (WisDOT Item No. 690.0150)	85	L.F.	\$ 1.35	\$ 114.75	85	\$ 114.75	0	\$ -
7	Sawing concrete (WisDOT Item No. 690.0250)	50	L.F.	\$ 3.15	\$ 157.50	0	\$ -	(50)	\$ (157.50)
8	6-inch concrete driveway apron	150	S.F.	\$ 11.50	\$ 1,725.00	40.8	\$ 469.20	(109.2)	\$ (1,255.80)
9	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 33,156.25	\$ 35,252.95	\$ 2,096.70		

G. Prairie Lake Circle (30' south of Lori Dr to 1357 Prairie Lake)		265 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	850	S.Y.	\$ 0.72	\$ 612.00	990	\$ 712.80	140	\$ 100.80
2	Miscellaneous 30" curb & gutter replacement	140	L.F.	\$ 65.00	\$ 9,100.00	140	\$ 9,100.00	0	\$ -
3	Fine Grading & Compaction of Aggregate Base	850	S.Y.	\$ 2.90	\$ 2,465.00	990	\$ 2,871.00	140	\$ 406.00
4	1 3/4-inch HMA pavement, 3 LT 58-28 S	95	TONS	\$ 63.75	\$ 6,056.25	98.15	\$ 6,257.06	3.15	\$ 200.81
5	1 3/4-inch HMA pavement, 4 LT 58-28 S	95	TONS	\$ 67.05	\$ 6,369.75	97.92	\$ 6,565.54	2.92	\$ 195.79
6	Sawing asphalt (WisDOT Item No. 690.0150)	28	L.F.	\$ 1.35	\$ 37.80	28	\$ 37.80	0	\$ -
7	Sawing concrete (WisDOT Item No. 690.0250)	30	L.F.	\$ 3.15	\$ 94.50	0	\$ -	(30)	\$ (94.50)
8	6-inch concrete driveway apron	95	S.F.	\$ 11.50	\$ 1,092.50	0	\$ -	(95)	\$ (1,092.50)
9	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 26,727.80	\$ 26,444.20	\$ (283.60)		

H. Dublin Trail		1,915 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	6,500	S.Y.	\$ 0.48	\$ 3,120.00	6,600	\$ 3,168.00	100	\$ 48.00
2	Miscellaneous 24-inch curb & gutter replacement	1,500	L.F.	\$ 65.00	\$ 97,500.00	1,094.20	\$ 71,123.00	(405.80)	\$ (26,377.00)
3	Fine Grading & Compaction of Aggregate Base	6,500	S.Y.	\$ 2.35	\$ 15,275.00	6,600	\$ 15,510.00	100	\$ 235.00
4	1 3/4-inch HMA pavement, 3 LT 58-28 S	700	TONS	\$ 60.55	\$ 42,385.00	683.25	\$ 41,370.79	(16.75)	\$ (1,014.21)
5	1 3/4-inch HMA pavement, 4 LT 58-28 S	700	TONS	\$ 64.10	\$ 44,870.00	617.79	\$ 39,600.34	(82.21)	\$ (5,269.66)
6	Sawing asphalt (WisDOT Item No. 690.0150)	80	L.F.	\$ 1.35	\$ 108.00	468	\$ 631.80	388	\$ 523.80
7	3-inch HMA driveway pavement	100	S.Y.	\$ 28.50	\$ 2,850.00	100	\$ 2,850.00	0	\$ -
8	Manhole reconstruction	11	EACH	\$ 500.00	\$ 5,500.00	11	\$ 5,500.00	0	\$ -
9	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 212,508.00	\$ 180,653.93	\$ (31,854.07)		

Village of Fox Crossing  
 2023 Asphalt Street Resurfacing Program  
 Final Project Costs Based Upon Final As-Constructed Quantities  
 McM No. F0057-09-23-00136-C

**I. Theresa Avenue (surface only) 1,660 Lin Ft**

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	1 3/4-inch HMA pavement, 4 LT 58-28 S	450	TONS	\$ 69.95	\$ 31,477.50	418.93	\$ 29,304.15	(31.07)	\$ (2,173.35)
2	Sawing asphalt (WisDOT Item No. 690.0150)	220	LF.	\$ 1.35	\$ 297.00	258	\$ 348.30	38	\$ 51.30
3	Milled Joint	180	LF.	\$ 2.95	\$ 531.00	209	\$ 616.55	29	\$ 85.55
4	Driveway Apron Removal	125	S.Y.	\$ 8.80	\$ 1,100.00	125	\$ 1,100.00	0	\$ -
5	1 3/4-inch HMA driveway pavement	125	S.Y.	\$ 16.40	\$ 2,050.00	125	\$ 2,050.00	0	\$ -
6	3-inch HMA driveway pavement	125	S.Y.	\$ 19.70	\$ 2,462.50	125	\$ 2,462.50	0	\$ -
7	Adjusting Manhole Cover	2	EACH	\$ 315.00	\$ 630.00	0	\$ -	(2)	\$ (630.00)
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 39,448.00	\$ 36,781.50		\$ (2,666.50)	

**J. Mayer Street (north of Airport Rd) 1,500 Lin Ft**

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	3,850	S.Y.	\$ 0.48	\$ 1,848.00	3,715	\$ 1,783.20	(135)	\$ (64.80)
2	Fine Grading & Compaction of Aggregate Base	4,550	S.Y.	\$ 1.50	\$ 6,825.00	4,390	\$ 6,585.00	(160)	\$ (240.00)
3	2 1/4-inch HMA pavement, 3 LT 58-28 S	520	TONS	\$ 62.30	\$ 32,396.00	449.86	\$ 28,026.28	(70.14)	\$ (4,369.72)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	405	TONS	\$ 64.90	\$ 26,284.50	385.23	\$ 25,001.43	(19.77)	\$ (1,283.07)
5	Sawing asphalt (WisDOT Item No. 690.0150)	350	LF.	\$ 1.35	\$ 472.50	340	\$ 459.00	(10)	\$ (13.50)
6	3-inch HMA driveway pavement	280	S.Y.	\$ 28.00	\$ 7,840.00	280	\$ 7,840.00	0	\$ -
7	Manhole reconstruction	5	EACH	\$ 500.00	\$ 2,500.00	5	\$ 2,500.00	0	\$ -
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 79,066.00	\$ 73,094.91		\$ (5,971.10)	

**K. Twelve Oaks Lane 555 Lin Ft + 90'dia cul-de-sac**

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	2,300	S.Y.	\$ 0.48	\$ 1,104.00	2,300	\$ 1,104.00	0	\$ -
2	Fine Grading & Compaction of Aggregate Base	2,620	S.Y.	\$ 1.50	\$ 3,930.00	2,620	\$ 3,930.00	0	\$ -
3	1 3/4-inch HMA pavement, 3 LT 58-28 S	240	TONS	\$ 62.30	\$ 14,952.00	230	\$ 14,329.00	(10)	\$ (623.00)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	240	TONS	\$ 64.90	\$ 15,576.00	230	\$ 14,927.00	(10)	\$ (649.00)
5	Sawing asphalt (WisDOT Item No. 690.0150)	150	LF.	\$ 1.35	\$ 202.50	150	\$ 202.50	0	\$ -
6	3-inch HMA driveway pavement	130	S.Y.	\$ 28.00	\$ 3,640.00	130	\$ 3,640.00	0	\$ -
7	Manhole reconstruction	2	EACH	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00	0	\$ -
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 41,304.50	\$ 40,032.50		\$ (1,272.00)	

Subtotal (Items A through K) = \$ 661,135.95 \$ 628,060.04 \$ (33,075.91)

**L. E. Shady Lane (Irish Rd to Clayton Ave) 4,950 Lin Ft**

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	13,900	S.Y.	\$ 0.40	\$ 5,560.00	0	\$ -	(13,900)	\$ (5,560.00)
2	Fine Grading & Compaction of Aggregate Base	17,300	S.Y.	\$ 0.60	\$ 10,380.00	0	\$ -	(17,300)	\$ (10,380.00)
3	2 1/4-inch HMA pavement, 3 LT 58-28 S	1,850	TONS	\$ 56.00	\$ 103,600.00	1,539.13	\$ 88,991.28	(260.87)	\$ (14,608.72)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	1,450	TONS	\$ 60.00	\$ 87,000.00	1,333.96	\$ 80,037.60	(116.04)	\$ (6,962.40)
5	Sawing asphalt (WisDOT Item No. 690.0150)	275	LF.	\$ 1.35	\$ 371.25	0	\$ -	(275)	\$ (371.25)
6	3-inch HMA driveway pavement	200	S.Y.	\$ 25.75	\$ 5,150.00	0	\$ -	(200)	\$ (5,150.00)
7	Pavement marking Epoxy 4-inch	3,900	LF.	\$ 0.99	\$ 3,861.00	1,650	\$ 1,633.50	(2,250)	\$ (2,227.50)
8	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 216,822.25	\$ 171,562.38		\$ (45,259.87)	



Village of Fox Crossing  
 2023 Asphalt Street Resurfacing Program  
 Final Project Costs Based Upon Final As-Constructed Quantities  
 McM No. F0057-09-23-00136-C

		750 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	2,100	S.Y.	\$ 0.40	\$ 840.00	0	\$ -	(2,100)	\$ (840.00)
2	Fine Grading & Compaction of Aggregate Base	2,500	S.Y.	\$ 0.60	\$ 1,500.00	0	\$ -	(2,500)	\$ (1,500.00)
3	2 1/4-inch HMA pavement, 3 LT 58-28 S	280	TONS	\$ 56.00	\$ 15,680.00	240	\$ 13,440.00	(40)	\$ (2,240.00)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	220	TONS	\$ 60.00	\$ 13,200.00	200	\$ 12,000.00	(20)	\$ (1,200.00)
5	Sawing asphalt (WisDOT Item No. 690.0150)	24	L.F.	\$ 1.35	\$ 32.40	0	\$ -	(24)	\$ (32.40)
6	Pavement marking Epoxy 4-inch	640	L.F.	\$ 0.99	\$ 633.60	187	\$ 185.13	(453)	\$ (448.47)
7	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 32,786.00		\$ 26,525.13		\$ (6,260.87)
<b>Subtotal (Items L through M) =</b>					<b>\$ 249,608.25</b>		<b>\$ 198,087.51</b>		<b>\$ (51,520.74)</b>

		4,850 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Remove Existing Asphalt Pavement	2,900	S.Y.	\$ 1.79	\$ 5,191.00	2,900	\$ 5,191.00	0	\$ -
2	Remove Existing Concrete Pavement	1,420	S.F.	\$ 1.25	\$ 1,775.00	1,291	\$ 1,613.75	(129)	\$ (161.25)
3	Fine Grading & Compaction of Aggregate Base	3,680	S.Y.	\$ 1.60	\$ 5,888.00	2,971	\$ 4,753.60	(709)	\$ (1,134.40)
4	2 1/4-inch HMA Pavement, 3MT 58-28S	415	TONS	\$ 65.25	\$ 27,078.75	328.32	\$ 21,422.88	(86.68)	\$ (5,655.87)
5	1 3/4-inch HMA Pavement, 4MT 58-28S	325	TONS	\$ 71.85	\$ 23,351.25	285.64	\$ 20,523.23	(39.36)	\$ (2,828.02)
6	4-inch Concrete Sidewalk	100	S.F.	\$ 12.10	\$ 1,210.00	0	\$ -	(100)	\$ (1,210.00)
7	6-inch Concrete Sidewalk	380	S.F.	\$ 13.10	\$ 4,978.00	476	\$ 6,238.22	96	\$ 1,260.22
8	7-inch Concrete Pavement	3,500	S.F.	\$ 12.10	\$ 42,350.00	1,906.44	\$ 23,067.92	(1,593.56)	\$ (19,282.08)
9	7-inch HES Concrete Pavement	2,500	S.F.	\$ 12.60	\$ 31,500.00	3,841.00	\$ 48,396.60	1,341.00	\$ 16,896.60
10	Marking Line Epoxy 4-inch	1,500	L.F.	\$ 5.00	\$ 7,500.00	1,847	\$ 9,235.00	347	\$ 1,735.00
11	Marking Symbols Epoxy	3	EACH	\$ 150.00	\$ 450.00	3	\$ 450.00	0	\$ -
12	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 152,172.00		\$ 141,792.21		\$ (10,379.79)

		4,850 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Remove Bollard and Foundation	3	EACH	\$ 150.00	\$ 450.00	3	\$ 450.00	0	\$ -
2	Remove Existing Asphalt Pavement	350	S.F.	\$ 2.50	\$ 875.00	350	\$ 875.00	0	\$ -
3	Remove Screenings	350	C.Y.	\$ 13.00	\$ 4,550.00	391	\$ 5,083.00	41	\$ 533.00
4	1 1/4-inch Base Aggregate Dense	700	TONS	\$ 18.00	\$ 12,600.00	0	\$ -	(700)	\$ (12,600.00)
5	Fine Grading & Compaction of Aggregate Base	6,500	S.Y.	\$ 1.40	\$ 9,100.00	6,500	\$ 9,100.00	0	\$ -
6	3-inch HMA Pavement, 4LT 58-28S	970	TONS	\$ 73.00	\$ 70,810.00	910	\$ 66,413.94	(60.22)	\$ (4,396.06)
7	6-inch Concrete Sidewalk	120	S.F.	\$ 11.50	\$ 1,380.00	220.7	\$ 2,538.05	100.7	\$ 1,158.05
8	Detectable Warning Field, Yellow	40	S.F.	\$ 45.00	\$ 1,800.00	50	\$ 2,250.00	10	\$ 450.00
9	Lawn Restoration	4,300	S.Y.	\$ 7.95	\$ 34,185.00	4,355	\$ 34,622.25	55	\$ 437.25
					\$ 135,750.00		\$ 121,332.24		\$ (14,417.76)

		4,850 Lin Ft				Completed to Date		Difference	
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	Qty	Total Cost
1	Adjust Storm Inlet Casting	1	EACH	\$ 600.00	\$ 600.00	0	\$ -	(1)	\$ (600.00)
2	Fine Grading & Compaction of Aggregate Base	390	S.Y.	\$ 3.55	\$ 1,384.50	390	\$ 1,384.50	0	\$ -
3	Sawing Asphalt (WisDOT Item No. 690.0150)	250	L.F.	\$ 1.35	\$ 337.50	250	\$ 337.50	0	\$ -
4	1 3/4-inch HMA Pavement, 3 LT 58-28S	45	TONS	\$ 86.00	\$ 3,870.00	43.8	\$ 3,766.80	(1.2)	\$ (103.20)
5	1 3/4-inch HMA Pavement, 4 LT 58-28S	45	TONS	\$ 86.00	\$ 3,870.00	43.8	\$ 3,766.80	(1.2)	\$ (103.20)
6	Marking Line Epoxy 4-inch	378	L.F.	\$ 8.00	\$ 3,024.00	360	\$ 2,880.00	(18)	\$ (144.00)
7	Lawn Restoration	100	S.Y.	\$ 7.95	\$ 795.00	84	\$ 667.80	(16)	\$ (127.20)
					\$ 13,881.00		\$ 12,803.40		\$ (1,077.60)

Village of Fox Crossing  
 2023 Asphalt Street Resurfacing Program  
 Final Project Costs Based Upon Final As-Constructed Quantities  
 McM No. F0057-09-23-00136-C

Q. Jacobsen Road / Gavin Road Curb Ramp

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Remove & Replace 30-inch Concrete Curb & Gutter	20	L.F.	\$ 65.00	\$ 1,300.00	20.5	\$ 1,332.50	0.5	\$ 32.50
2	Excavation	25	C.Y.	\$ 25.00	\$ 625.00	25	\$ 625.00	0	\$ -
3	Base Aggregate Dense 1 1/4-inch	35	TONS	\$ 20.00	\$ 700.00	0	\$ -	(35)	\$ (700.00)
4	6-inch Concrete Sidewalk	70	S.F.	\$ 14.00	\$ 980.00	74.1	\$ 1,037.40	4.1	\$ 57.40
5	Detectable Warning Field Natural Patina	10	S.F.	\$ 45.00	\$ 450.00	10	\$ 450.00	0	\$ -
6	3-inch HMA Pavement, 4 LT 58-28S	350	S.F.	\$ 4.75	\$ 1,662.50	350	\$ 1,662.50	0	\$ -
7	Lawn Restoration	280	S.F.	\$ 7.95	\$ 2,226.00	135	\$ 1,073.25	(145)	\$ (1,152.75)
					\$ 7,943.50		\$ 6,180.65		\$ (1,762.85)

Total (Items A through R) = \$ 1,220,490.70 \$ 1,108,256.05 \$ (112,234.65)

Supplemental Bid #1:

S-1 E. Shady Lane (west of Clayton Ave to Village limits)

1,865 Lin Ft

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Pulverize existing asphalt pavement	5,150	S.Y.	\$ 0.40	\$ 2,060.00	0	\$ -	(5,150)	\$ (2,060.00)
2	Fine grading & compaction of road base	6,500	S.Y.	\$ 0.60	\$ 3,900.00	0	\$ -	(6,500)	\$ (3,900.00)
3	2 1/4-inch HMA pavement, 3 LT 58-28 S	700	TONS	\$ 56.00	\$ 39,200.00	586	\$ 32,816.00	(114)	\$ (6,384.00)
4	1 3/4-inch HMA pavement, 4 LT 58-28 S	540	TONS	\$ 60.00	\$ 32,400.00	502	\$ 30,120.00	(38)	\$ (2,280.00)
5	Sawing asphalt (WisDOT Item No. 690.0150)	24	L.F.	\$ 1.35	\$ 32.40	0	\$ -	(24)	\$ (32.40)
6	Pavement marking Epoxy 4-inch	510	L.F.	\$ 0.99	\$ 504.90	0	\$ -	(510)	\$ (504.90)
7	Contractor Quality Control Testing	1	L.S.	\$ 900.00	\$ 900.00	1	\$ 900.00	0	\$ -
					\$ 78,997.30		\$ 63,836.00		\$ (15,161.30)

Supplemental Bid #1:

S-2 E. Shady Lane Trail Paving

300 Lin Ft

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1	Sawing asphalt (WisDOT Item No. 690.0150)	25	L.F.	\$ 1.35	\$ 33.75	25	\$ 33.75	0	\$ -
2	Fine Grading & Compaction of Aggregate Base	400	S.Y.	\$ 1.85	\$ 740.00	320	\$ 592.00	(80)	\$ (148.00)
3	3-inch HMA Pavement, 4LT 58-28S	65	TONS	\$ 86.50	\$ 5,622.50	60.62	\$ 5,243.63	(4.38)	\$ (378.87)
4	Lawn Restoration	260	S.Y.	\$ 7.95	\$ 2,067.00	175	\$ 1,391.25	(85)	\$ (675.75)
					\$ 8,463.25		\$ 7,260.63		\$ (1,202.62)

Total Base Bid + Supplemental Bids 1 & 2 = \$ 1,307,951.25 \$ 1,179,352.68 \$ (128,598.57)

Change Order Items:

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Completed to Date		Difference	
						Qty	Total Cost	Qty	Total Cost
1.1	Stroebe Road milling		S.Y.	\$ 3.70	\$ -	2,264	\$ 8,376.80	2,264	\$ 8,376.80
1.2	Stroebe Road HMA Pavement		TONS	\$ 86.10	\$ -	383.32	\$ 33,003.85	383.32	\$ 33,003.85
1.3	Stroebe Road Mobilization		EACH	\$ 4,150.00	\$ -	1	\$ 4,150.00	1	\$ 4,150.00
1.4	Stroebe Road RR Marking		EACH	\$ 900.00	\$ -	1	\$ 900.00	1	\$ 900.00
1.5	Stroebe Road 18-inch Stop Line Marking		L.F.	\$ 12.72	\$ -	50	\$ 636.00	50	\$ 636.00
1.6	Stroebe Road 6-inch Crosswalk Marking		L.F.	\$ 41.30	\$ -	61	\$ 2,519.30	61	\$ 2,519.30
1.7	Lori Dr & Prairie Lake MH Adjustments		EACH	\$ 500.00	\$ -	4	\$ 2,000.00	4	\$ 2,000.00
1.8	Dublin Trail Inlet Repairs; total of 9 inlets		L.S.	\$ 6,500.00	\$ -	1	\$ 6,500.00	1	\$ 6,500.00
1.9	FS 40-Base aggregate dense 1-1/4-inch		TONS	\$ 18.00	\$ -	193.88	\$ 3,489.84	193.88	\$ 3,489.84
1.10	E Shady Lane-Mill existing asphalt rather than pulverize		S.Y.	\$ 2.40	\$ -	20,497	\$ 49,192.80	20,497	\$ 49,192.80
2.1	Butte Des Morts Park Trail Paving		T&M	\$ 3,980.70	\$ -	1	\$ 3,980.70	1	\$ 3,980.70
					\$ -		\$ 114,749.29		\$ 114,749.29
Total Contract Amount =					\$ 1,307,951.25		\$ 1,294,101.97		\$ (13,849.28)

RES #231023-7

**CHANGE ORDER #1 & CHANGE ORDER #2 – INSTALLATION OF FIBER OPTIC NETWORK CONNECTING THE VILLAGE OFFICES TO O’HAUSER PARK AND THE WINCHESTER ROAD FIBER OPTIC NETWORK**

WHEREAS, on May 22, 2023, Push, Inc., was awarded the Installation of Fiber Optic Network Connecting the Village Offices to O’Hauser Park and the Winchester Road Fiber Optic Network contract, in the amount of \$385,520.28; and

WHEREAS, Change Order #1 reflects a net increase of \$3,359.00, due to the following:

Purchase 1,400 feet of Additional Fiber Optic Line with Splice Trays	\$ 3,359.00
Total:	\$ 3,359.00

WHEREAS, Change Order #2 reflects a net increase of \$17,500.30, due to the following:

Excavate and Repair Existing Duct and Pull Fiber (3 Locations)	\$ 2,250.00
Additional 415 feet of Directional Bore at Jacobsen Rd / Irish Rd Intersection	\$ 7,117.25
Additional 415 feet of Pulling Fiber	\$ 859.05
Additional Installation of Handhole on Jacobsen Road	\$ 650.00
Additional 144 Outdoor Fusion Splice (\$46.00 per splice)	\$ 6,624.00
Total:	\$ 17,500.30

WHEREAS, the increase of \$3,359.00 from Change Order #1 items, and the increase of \$17,500.30 from Change Order #2 items, results in a new total contract price of \$406,379.58; and

WHEREAS, it is the recommendation of Engineer Sam Frisbie and I.T. Director Tim Plagenz to approve Change Order #1 & Change Order #2 to Push, Inc., for a total increase in the amount of \$20,859.30, resulting in a new contract amount of \$406,379.58.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #1 in the amount of \$3,359.00, and Change Order #2 in the amount of \$17,500.30, for the Installation of Fiber Optic Network Connecting the Village Offices to O’Hauser Park and the Winchester Road Fiber Optic Network contract, for a total increase in the amount of \$20,859.30 to **Push, Inc., Rice Lake, Wisconsin**, for an adjusted contract amount of \$406,379.58.

Adopted this 23<sup>rd</sup> day of October, 2023

*Requested by: Tim Plagenz, Director of Information Technology*

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

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

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

# Fox Crossing Neenah Connections CHANGE ORDER #1



October 13th, 2023

**TO:** Village of Fox Crossing  
Tim Plagenz  
2000 Municipal Dr,  
Neenah, WI 54956

**RE:** FOX CROSSING NEENAH CONNECTIONS

Item	Description	Adjustment
1	• 1,400' of 144 SMFO Single Jacket, Dielectric, Loose Tube, Reduced Water Peak, Dry/Gel	+ \$2,870.00
2	• 1 FOSC450-C6-6-NT-0-C6V Splice Enclosure	+ \$335.00
3	• 4 Splice Tray, 36 CT, TE C Case, FOSC-ACC-C-TRAY-36-S60 (\$38.50 per tray)	+ \$154.00
<b>Price Adjustment Summary</b>		
		<b>Total Negative Price Adjustment</b> - \$0.00
		<b>Total Positive Price Adjustment</b> + \$3,359.00
		<b>Grand Total Price Adjustment</b> + \$3,359.00

Village of Fox Crossing	Multimedia Communications & Engineering, Inc.
Signed By:	Signed By: <i>Sam Frisbie</i>
Date:	Date: 10-13-2023
Please contact Sam Frisbie (920) 301-7905 with any questions. Return via E-Mail ASAP to sfrisbie@mcewi.com	

# Fox Crossing Neenah Connections CHANGE ORDER #2



October 13th, 2023

**TO:** Village of Fox Crossing  
Tim Plagenz  
2000 Municipal Dr,  
Neenah, WI 54956

**RE:** FOX CROSSING NEENAH CONNECTIONS

Item	Description	Adjustment
1	<ul style="list-style-type: none"> <li>Excavate and expose damaged duct (3 locations)</li> <li>Cut existing duct to pull fiber, then repair duct (3 locations)</li> </ul>	+ 2,250.00
2	<ul style="list-style-type: none"> <li>Additional 415' of directional bore single 2" HDPE (\$17.15/ft)</li> </ul>	+ \$7,117.25
3	<ul style="list-style-type: none"> <li>Additional 415' of pull single cable, locate wire, and mule tape through empty 2" HDPE (\$2.07/ft)</li> </ul>	+ \$859.05
4	<ul style="list-style-type: none"> <li>Install 24x36x36 handhole on Jacobsen Rd (re-used from print 9)</li> </ul>	+ \$650.00
5	<ul style="list-style-type: none"> <li>Additional 144 outdoor fusion splices (\$46.00/splice)</li> </ul>	+ \$6,624.00
<b>Price Adjustment Summary</b>		
		<b>Total Negative Price Adjustment</b> - \$0.00
		<b>Total Positive Price Adjustment</b> + \$17,500.30
		<b>Grand Total Price Adjustment</b> + \$17,500.30

Village of Fox Crossing	Multimedia Communications & Engineering, Inc.	Push Incorporated
Signed By:	Signed By: <i>Sam Frisbie</i>	Signed By:
Date:	Date: 10-13-2023	Date:
<b>Please contact Sam Frisbie (920) 301-7905 with any questions. Return via E-Mail ASAP to sfrisbie@mcewi.com</b>		

RES #231023-8

**TEMPORARY CLASS “B”/“CLASS B” RETAILER’S LICENSE – ST. MARY’S CATHOLIC SCHOOLS**

WHEREAS, St. Mary Catholic Schools, has submitted a Temporary Class “B”/“Class B” Retailer’s License application to sell fermented malt beverages and wine in the back parking lot, commons, cafeteria, and lobby of the Fine Arts Center of the High School/Middle School located at 1050 and 1000 Zephyr Drive, Neenah, on November 11, 2023 from 6:00 p.m. - 10:00 p.m. during the All Aboard Event; and

WHEREAS, appropriate application has been made and the proper fees have been paid and receipted; and

WHEREAS, unless waived by a majority vote of the governing body, no “Class B” license or permit may be issued within 300 feet of the main entrance of any church, school or hospital.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees, the Temporary Class “B”/“Class B” Retailer’s License is hereby granted to St. Mary Catholic Schools to sell fermented malt beverages and wine in the back parking lot, commons, cafeteria, and lobby of the Fine Arts Center of the High School/Middle School on November 11, 2023.

BE IT FURTHER RESOLVED, the Village Board authorizes the permit to be issued within 300 feet of the main entrance of the school for this event.

Adopted this 23<sup>rd</sup> day of October, 2023.

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

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

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

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

### Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 09/15/2023

Town  Village  City of Fox Crossing

County of Winnebago

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 11/11/2023 and ending 11/11/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** (check appropriate box) →

- Bona fide Club  Church  Lodge/Society
- Veteran's Organization  Fair Association or Agricultural Society
- Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name St. Mary Catholic Schools

(b) Address 1050 Zephyr Drive  
(Street)  Town  Village  City

(c) Date organized 01/01/1997

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Kristen Bergstrom

Vice President Leila Mousai

Secretary Ron Steffen

Treasurer Bill Bittner

(g) Name and address of manager or person in charge of affair: Kathleen McCurdy, 1050 Zephyr Drive, Neenah WI 54956

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 1000 Zephyr Drive

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? part

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Commons, cafeteria and gym of St. Mary Catholic Middle School.

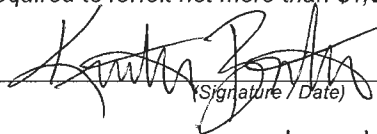
**3. Name of Event**

(a) List name of the event All Aboard

(b) Dates of event 11/11/2023

**DECLARATION**

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  9/22/2023  
(Signature / Date)

St. Mary Catholic Schools  
(Name of Organization)

Date Filed with Clerk 9/22/23

Date Reported to Council or Board 10/23/23

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

RES #231023-9

**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:

Renee A. Olig – Approved

WHEREAS, the Police Chief submits the applicant with a recommendation of denial as follows:

Pablo Martinez – Denied

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.

BE IT FURTHER RESOLVED that the above applicant recommended for denial be denied.

Adopted this 23<sup>rd</sup> day of October, 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 #231023-10

**EXPENDITURES**

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,063,948.63

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

Pending:		
General Fund	\$	239,557.57
Special Revenue Fund	\$	77,183.20
Debt Fund	\$	-
Capital Projects Fund	\$	17,373.85
Water Fund	\$	28,231.11
Sewer Fund	\$	20,478.97
Stormwater Fund	\$	36,877.45
Trust & Agency Fund	\$	-
Special Processed Payments	\$	644,246.48
Total:	\$	<u>1,063,948.63</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 23th day of October, 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