

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, September 9, 2024 - 6:00 p.m.
Municipal Complex - Arden Tews Assembly Room
2000 Municipal Drive, Neenah WI 54956
Agenda

1. Call to Order, Pledge of Allegiance and Roll Call
2. Awards/Presentations
3. Public Hearings
4. Minutes to Approve/ Minutes and Correspondence to Receive
Minutes to Approve
 - a) Special Village Board Meeting – August 26, 2024
 - b) Regular Village Board Meeting – August 26, 2024Minutes and Correspondence to Receive
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) 240909-1 Proclamation of International Lennox-Gastaut Syndrome (LGS) Awareness Day, November 1, 2024
 - b) 240909-2 Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$5,960,000 General Obligation Promissory Notes
 - c) 240909-3 Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,800,000 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
 - d) 240909-4 Developer Agreement and Payment-in-Lieu-of-Taxes Agreement – CopperStone Holdings, LLC
 - e) 240909-5 Award Bid – Valley Road Water and Sanitary Sewer Main Replacement Project
 - f) 240909-6 Change Order #1 & Final – Tumblebrook Road and Kenwood Drive Water Main Replacement Project
 - g) 240909-7 Appointment Police & Fire Commission Member – John Swenson
 - h) 240909-8 Special Event License for Saint Mary Catholic High School Homecoming Parade Held October 4, 2024
 - i) 240909-9 Operator License Applicants
 - j) 240909-10 Expenditures
9. **Reports**
 - a) Public Works Director Joe Hoechst – Utility Meter System Update
 - b) Fire Chief Todd Sweeney – Fire Safety Day will be held on Saturday, September 14, 2024 from 10:00 a.m. to 2:00 p.m. at Fire Station #40, 1326 Cold Spring Road
10. Closed Session
11. Adjourn

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

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

**VILLAGE OF FOX CROSSING BOARD OF TRUSTEES
SPECIAL MEETING – CLOSED SESSION
Municipal Complex – Arden Tews Assembly Room
Monday, August 26, 2024**

Minutes

1. Call to Order

At 5:01 p.m., the special meeting was called to order. Village Manager Jeffrey Sturgell noted the following Village Board members were present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Kate McQuillan, Deb Swiertz, and Barbara Hanson (via teleconference), along with staff: Finance Director Jeremy Searl, Chief of Police Scott Blashka, Community Development Director George Dearborn, Director of Public Works Joe Hoechst, and Attorney Andy Rossmeissl. Excused: Trustee Gregory Ziegler.

2. Closed Session

MOTION: Trustee Van Dyke, seconded by Trustee Koeppe to convene into Closed Session, pursuant to WI Statute 19.85(1)(e) and/or 19.85(1)(g), specifically to deliberate negotiation terms, and/or confer with legal counsel, regarding a developer agreement with CopperStone Holdings, LLC for a potential development on Clayton Avenue.

On roll call to go into Closed Session, Motion carried unanimously 6-0.

At 5:02 p.m., the Village Board convened into Closed Session to deliberate negotiation terms and confer with legal counsel regarding a developer agreement with CopperStone Holdings, LLC for a potential development on Clayton Avenue.

At 5:47 p.m., pursuant to WI Stat. 19.85(2), **MOTION:** Trustee Van Dyke, seconded by Trustee Koeppe to reconvene into Open Session.

3. Adjourn

At 5:48 p.m., **MOTION:** Trustee Van Dyke, seconded by Trustee Swiertz to adjourn the Closed Session. Motion carried via voice vote.

Respectfully submitted,

Chantel M. Jaenke, Village Deputy Clerk

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

**VILLAGE OF FOX CROSSING
BOARD OF TRUSTEES REGULAR MEETING
Municipal Complex – Arden Tews Assembly Room
Monday, August 26, 2024**

Minutes

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

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

Village Deputy Clerk Chantel Jaenke took roll call and noted those present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Kate McQuillan, Deb Swiertz, and Barbara Hanson (via teleconference). Excused: Trustee Gregory Ziegler.

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Fire Chief Todd Sweeney, Chief of Police Scott Blashka, Director of Public Works Joe Hoechst, Director of Parks & Recreation Amanda Geiser, Attorney Andrew Rossmeyssl, and Engineer Lee Reibold. Excused: Engineer Bradley Werner. There were 37 attendees.

2. Awards / Presentations

a) Introduction and Oath of Office of Fox Crossing Division Chief of Training Joseph KobielaK – Fire Chief Todd Sweeney

Chief Sweeney introduced Division Chief Joseph KobielaK. Deputy Clerk Jaenke administered the Oath of Office and his badge was pinned on his uniform.

3. Public Hearings

4. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

- a) Special Village Board Meeting – August 12, 2024
- b) Regular Village Board Meeting – August 12, 2024

Minutes and Correspondence to Receive

- c) August 13, 2024 Partisan Primary Election Results
- d) Planning Commission Meeting Minutes – June 19, 2024
- e) Park Commission Meeting Minutes – July 24, 2024
- f) Water Main Breaks Report – July 2024
- g) Water Pumpage Report – July 2024

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

5. Public Comments Addressed to the Village Board

Lynn Foegen – 2193 E. Shady Lane, Neenah

Ms. Foegen spoke to the Village Board about the amount of traffic and speeding on Shady Lane. She has concerns for the pedestrians along Shady Lane that have no shoulder to walk or ride on. She asked for the Village to consider adding four way stops.

6. Discussion Items

7. Unfinished Business

8. New Business-Resolutions/Ordinances/Policies

- a) 240826-1 Certified Survey Map – 161 Gardners Row and Vacant Parcel #1211326
MOTION: Trustee Van Dyke, seconded by Trustee Koeppel to approve as submitted. Motion carried via voice vote.
- b) 240812-1:ORD Amend Fox Crossing Municipal Code Chapter §146-3 For Operator's Licenses and Provisional Operator's Licenses *Second Reading & Adoption*
MOTION: Trustee Van Dyke, seconded by Trustee Swiertz to accept the Second Reading and Adoption as submitted. Motion carried via voice vote.
- c) 240826-2 Operator License Applicants
MOTION: Trustee Van Dyke, seconded by Trustee Koeppel to approve as submitted. Motion carried via voice vote.
- d) 240826-3 Expenditures
MOTION: Trustee Van Dyke, seconded by Trustee Koeppel to approve the expenditures submitted without exception. Motion carried via voice vote.

9. Reports

10. Closed Session

11. Adjourn

At 6:15 p.m., **MOTION:** Trustee Koeppel, seconded by Trustee McQuillan to adjourn. Motion carried via voice vote.

Respectfully submitted,

Chantel M. Jaenke, Village Deputy Clerk

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

RES #240909-1

**PROCLAMATION OF INTERNATIONAL LENNOX-GASTAUT SYNDROME (LGS)
AWARENESS DAY, NOVEMBER 1, 2024**

WHEREAS, Lennox-Gastaut Syndrome (LGS) is a severe epilepsy syndrome that develops in young children and often leads to lifelong disability and premature loss of life; and

WHEREAS, LGS affects nearly one million children and adults worldwide; and

WHEREAS, challenges of LGS include:

- Frequent Seizures
- Multiple Types of Seizures
- Motor & Mobility Difficulties
- Behavior Disturbances
- Developmental Delay
- Sleep Problems
- Increased Risk of Injury

WHEREAS, there is currently no cure for LGS, but there is a hopeful path forward; and

WHEREAS, the LGS Foundation has declared November 1, 2024, International Lennox-Gastaut Syndrome (LGS) Awareness Day.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees calls upon all citizens of the Village of Fox Crossing to observe November 1, 2024, as International Lennox-Gastaut Syndrome (LGS) Awareness Day. During this day, citizens are encouraged to raise awareness of LGS, and support all members of the LGS community.

Dated this 9th day of September, 2024

Requested by: Jeffrey Sturgell, Village Manager

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240909-2

**RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$5,960,000 GENERAL
OBLIGATION PROMISSORY NOTES**

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of capital projects included in the Village's 2024 Capital Improvement Program including, but not limited to, street improvement projects, stormwater projects and other capital projects and equipment acquisition (collectively, the "Project");

WHEREAS, the Village Board hereby further finds and determines that it is necessary, desirable and in the best interest of the Village to raise funds to pay the cost of refinancing certain outstanding obligations of the Village, specifically, the Note Anticipation Note, dated November 13, 2023 (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 for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

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;

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 to sell general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase agreement to the Village (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the President and the Village Clerk (collectively, the "Authorized Officers") the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed FIVE MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$5,960,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, 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, Notes aggregating the principal amount of not to exceed FIVE MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS (\$5,960,000). The purchase price to be paid to the Village for the Notes shall not be less than 97.50% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the Village by the Purchaser shall not exceed 2.50% of the principal amount of the Notes, with an amount not to exceed 1.00% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 1.50% of the principal amount of the Notes representing costs of issuance, including bond insurance premium (if any).

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$5,960,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$500,000 per maturity or mandatory redemption amount, that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption amount set forth in the schedule below is less than or equal to \$500,000, and that the aggregate principal amount of the Notes shall not exceed \$5,960,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$5,825,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2025	\$415,000
04-01-2026	240,000
04-01-2027	200,000
04-01-2028	345,000
04-01-2029	355,000
04-01-2030	380,000
04-01-2031	400,000
04-01-2032	425,000
04-01-2033	445,000
04-01-2034	465,000
04-01-2035	170,000
04-01-2036	180,000
04-01-2037	190,000
04-01-2038	195,000
04-01-2039	210,000
04-01-2040	220,000

<u>Date</u>	<u>Principal Amount</u>
04-01-2041	\$230,000
04-01-2042	245,000
04-01-2043	250,000
04-01-2044	265,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2025 or on such other date approved by the Authorized Officers in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. 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.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. 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 the Approving Certificate 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 B 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 2024 through 2043 for the payments due in the years 2025 through 2044 in the amounts as are sufficient to meet the principal and interest payments when due.

(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 - 2024" (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, mandatory redemption, 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; Mandatory Redemption Agent or Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent"). If deemed necessary, the Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into either a mandatory redemption agreement or fiscal agency agreement with a financial institution to be named in the Approving Certificate.

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. 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 15. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to satisfaction of the approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates, purchase price for the Notes, and redemption date of the Refunded Obligations, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 16. Official Statement. The Village Board hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem 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 the Authorized Officers or other 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. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on November 9, 2024 (or on such other date approved by the Authorized Officers in the Approving Certificate) at a price of par plus accrued interest to the date of redemption subject to final approval by the Authorized Officers as evidenced by the execution of the Approving Certificate.

The Village hereby directs the Village Clerk to take all actions necessary for the redemption of the Refunded Obligations on their redemption date. Any and all actions heretofore taken by the officers and agents of the Village to effectuate such redemption are hereby ratified and approved.

Section 19. 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 20. 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 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 9th day of September, 2024.

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, President

Attest: Darla M. Fink, Village Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned President and Village Clerk of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village"), hereby certify that:

1. Resolution. On September 9, 2024, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$5,960,000 General Obligation Promissory Notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$5,960,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$500,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2025	\$415,000	\$ _____
04-01-2026	240,000	_____
04-01-2027	200,000	_____
04-01-2028	345,000	_____
04-01-2029	355,000	_____
04-01-2030	380,000	_____
04-01-2031	400,000	_____
04-01-2032	425,000	_____
04-01-2033	445,000	_____
04-01-2034	465,000	_____
04-01-2035	170,000	_____
04-01-2036	180,000	_____
04-01-2037	190,000	_____
04-01-2038	195,000	_____
04-01-2039	210,000	_____
04-01-2040	220,000	_____
04-01-2041	230,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2042	\$245,000	\$ _____
04-01-2043	250,000	_____
04-01-2044	265,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.50% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the Village by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 2.50% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.00% of the principal amount of the Notes. The amount representing other costs of issuance is \$_____, which does not exceed 1.50% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes shall not be subject to optional redemption.] [The Notes maturing on April 1, _____ and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on April 1, _____ 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, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. [Payment of the Notes; Mandatory Redemption Agent. Pursuant to Section 11 of the Resolution, _____, _____, _____, is named mandatory redemption agent for the Notes.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Redemption of the Refunded Obligations. In the Resolution, the Village Board authorized the redemption of the Note Anticipation Note, dated November 13, 2023 (the "Refunded Obligations") and granted us the authority to determine the redemption date. The Refunded Obligations shall be redeemed on _____, 2024.

8. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "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.

9. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price, redemption provisions for the Notes and redemption date of the Refunded Obligations and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on _____, 2024 pursuant to the authority delegated to us in the Resolution.

Dale A. Youngquist
President

Darla M. Fink
Village Clerk

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

[SCHEDULE 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, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

EXHIBIT B

(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, 20__ _____, 2024 ____% _____

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, 2025] 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 \$ _____, 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 2024 Capital Improvement Program including, but not limited to, street improvement projects, stormwater projects and other capital projects and equipment acquisition; and refunding certain obligations of the Village, as authorized by a resolution adopted on September 9, 2024 as supplemented by an Approving Certificate, dated _____, 2024 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Village Board for said date.

[This Note is not subject to optional redemption.] [The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, 20__ 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, 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 irrepealable 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
President

(SEAL)

By: _____
Darla M. Fink
Village Clerk

COPY

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 #240909-3

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$4,800,000 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, pursuant to a resolution adopted on October 23, 2023 (the "2023 Resolution"), the Village issued its Waterworks System and Sewerage System Revenue Bonds, dated November 13, 2023 (the "2023 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, the 2019 Bonds and the 2020 Bonds; and

WHEREAS, the Village has determined 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

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 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, the 2020 Resolution and the 2023 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, 2020 Bonds and 2023 Bonds (collectively, the "Outstanding Prior Issues") upon certain conditions, and to the best of the Village's knowledge 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 waterworks system and sewerage system 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") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the President and the Village Clerk the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Project, there shall be borrowed on the credit of the Revenues of the System pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$4,800,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 20 of this Resolution, 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, Bonds aggregating the principal amount of not to exceed FOUR MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$4,800,000). The purchase price to be paid to the Village for the Bonds shall not be less than 96.75% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds and the purchase price to be paid to the Village by the Purchaser shall not exceed 3.25% of the principal amount of the Bonds, with an amount not to exceed 1.10% of the principal amount of the Bonds representing the Purchaser's compensation and an amount not to exceed 2.15% of the principal amount of the Bonds representing costs of issuance, including bond insurance premium (if any).

Section 1A. Terms of the Bonds. The Bonds shall be designated "Waterworks System and Sewerage System Revenue Bonds"; shall be issued in the aggregate principal amount of up to \$4,800,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$400,000 per maturity or mandatory redemption amount, that a maturity or mandatory redemption amount may be eliminated if the amount of such maturity or mandatory redemption amount set forth in the schedule below is less than or equal to \$400,000 and that the aggregate principal amount of the Bonds shall not exceed \$4,800,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$4,620,000.

<u>Date</u>	<u>Principal Amount</u>
05-01-2026	\$145,000
05-01-2027	155,000
05-01-2028	160,000
05-01-2029	170,000
05-01-2030	180,000
05-01-2031	190,000
05-01-2032	200,000
05-01-2033	215,000
05-01-2034	225,000
05-01-2035	235,000
05-01-2036	245,000
05-01-2037	265,000
05-01-2038	275,000
05-01-2039	295,000
05-01-2040	305,000
05-01-2041	320,000
05-01-2042	335,000
05-01-2043	345,000
05-01-2044	360,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2025 or on such other date approved by the Authorized Officers in the Approving Certificate. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. 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 maturities or mandatory redemption of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices and will be confirmed in the Approving Certificate.

Section 1B. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. 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 the Approving Certificate in such manner as the Village shall direct.

Section 1C. 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 B 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 shall be set forth on a Schedule in the Approving Certificate.

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 Parity 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 Parity 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. 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. 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 11. 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 12. 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 13. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 10 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 14. 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 11, 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 15. 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 16. Payment of the Bonds; Mandatory Redemption Agent or Fiscal Agent. The principal of and interest on the Bonds shall be paid by Village Clerk or Village Treasurer (the "Fiscal Agent"). If deemed necessary, the Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into either a mandatory redemption agreement or fiscal agency agreement with a financial institution to be named in the Approving Certificate.

Section 17. 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 18. 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 19. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds 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 20. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 21. Official Statement. The Village Board hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem 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 the Authorized Officers or other 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 22. 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 23. 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 24. 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 25. 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 26. 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, the 2020 Resolution and the 2023 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, the 2020 Resolution or the 2023 Resolution, the 2015A Resolution, the 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution, the 2020 Resolution or the 2023 Resolution shall control so long as any bonds of the Outstanding Prior Issue authorized by such resolution are outstanding.

Adopted this 9th day of September, 2024.

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, President

Attest: Darla M. Fink, Village Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned President and Village Clerk of the Village of Fox Crossing, Winnebago and Outagamie Counties, Wisconsin (the "Village"), hereby certify that:

1. Resolution. On September 9, 2024, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$4,800,000 Waterworks System and Sewerage System Revenue Bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$4,800,000 approved by the Resolution, and shall mature on May 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$400,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2026	\$145,000	\$ _____
05-01-2027	155,000	_____
05-01-2028	160,000	_____
05-01-2029	170,000	_____
05-01-2030	180,000	_____
05-01-2031	190,000	_____
05-01-2032	200,000	_____
05-01-2033	215,000	_____
05-01-2034	225,000	_____
05-01-2035	235,000	_____
05-01-2036	245,000	_____
05-01-2037	265,000	_____
05-01-2038	275,000	_____
05-01-2039	295,000	_____
05-01-2040	305,000	_____
05-01-2041	320,000	_____
05-01-2042	335,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2043	\$345,000	\$ _____
05-01-2044	360,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds, which is not less than 96.75% of the principal amount of the Bonds, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Bonds (\$_____) and the purchase price to be paid to the Village by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Bonds, which does not exceed 3.25% of the principal amount of the Bonds. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.10% of the principal amount of the Bonds. The amount representing other costs of issuance is \$_____, which does not exceed 2.15% of the principal amount of the Bonds.

4. Redemption Provisions of the Bonds. [The Bonds shall not be subject to optional redemption.] [The Bonds maturing on May 1, _____ and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on May 1, _____ 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, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. [Payment of the Bonds; Mandatory Redemption Agent. Pursuant to Section 16 of the Resolution, _____, _____, _____, is named mandatory redemption agent for the Bonds. .]

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "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.

7. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the debt service schedule attached hereto as Schedule III is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on
_____, 2024 pursuant to the authority delegated to us in the Resolution.

Dale A. Youngquist
President

Darla M. Fink
Village Clerk

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

[SCHEDULE 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)

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)]

EXHIBIT B

(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, _____, 2024 _____%

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, 2025] 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, 20__ and thereafter are subject to redemption prior to maturity, at the option of the Village, on May 1, 20__ 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 \$_____, issued for the purpose of paying the cost of 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 September 9, 2024, and entitled: "Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,800,000 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", as supplemented by an Approving Certificate, dated _____, 2024 (collectively, 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, Waterworks System and Sewerage System Revenue Bonds, dated November 9, 2020 and Waterworks System and Sewerage System Revenue Bonds, dated November 13, 2023. 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
President

(SEAL)

By: _____
Darla M. Fink
Village Clerk

COPY

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 #240909-4

**DEVELOPER AGREEMENT AND PAYMENT-IN-LIEU-OF-TAXES AGREEMENT –
COPPERSTONE HOLDINGS, LLC**

WHEREAS, CopperStone Holdings, LLC, plans on constructing a minimum 75 unit assisted living facility (“Phase One”) and an anticipated second phase consisting of a multi-story senior development (“Phase Two”) with a minimum \$10,000,000 assessed value, located on Clayton Avenue within the Village of Fox Crossing; and

WHEREAS, the Fox Crossing Board of Trustees proposes to provide an incentive for the development by extending water and sanitary sewer facilities along Clayton Avenue to provide utility services to the subject development; and

WHEREAS, the attached Developer Agreement and Payment-in-Lieu-of-Taxes Agreement between CopperStone Holdings, LLC, and the Village of Fox Crossing memorializes the terms by which CopperStone Holdings, LLC will conduct their development.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees that the Village President and Village Clerk are authorized to sign the Developer Agreement and Payment-in-Lieu-of-Taxes Agreement between CopperStone Holdings, LLC and the Village of Fox Crossing, as attached, subject to final review by the Village Attorney and Village staff, along with the payment of funds as specified in the agreement to cover attorney and administration fees, review and inspection fees, and assessments and charges.

Adopted this 9th day of September, 2024

Requested by: George Dearborn, Director of Community Development

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

**DEVELOPMENT AGREEMENT AND PAYMENT-IN-LIEU-OF-TAXES AGREEMENT
between COPPERSTONE HOLDINGS, LLC and the VILLAGE OF FOX CROSSING**

THIS DEVELOPMENT AGREEMENT AND PAYMENT-IN-LIEU-OF-TAXES AGREEMENT (the "Agreement") is dated as of the ____ day of September, 2024 (the "Effective Date"), by and between COPPERSTONE HOLDINGS, LLC, a Wisconsin limited liability company (the "Developer"), and the VILLAGE OF FOX CROSSING, a Wisconsin municipal corporation (the "Village").

RECITALS

Developer and the Village acknowledge the following:

A. Developer desires to construct a multi-phased development consisting of the first phase of a new 75 unit assisted living facility ("Phase One") and an anticipated second phase consisting of a multi-story senior development ("Phase Two"), which may be collectively referred to herein as the "Project." The Village and the Developer would both like to locate the Project within the boundaries of the Village at the site identified on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

B. The Village has determined that development of the Project on the Property will spur new development and expand the Village's tax base and create new jobs.

C. The Village has determined that the obligations of the Village described herein, including an extension of the Village's sewer and water infrastructure, are necessary to induce development of the Project. The Project will not proceed without the Village's compliance with its obligations described in this Agreement.

D. But for the special concessions made by the Village to Developer under this Agreement, the Village could require Developer to pay for the entire cost of extending sewer and water infrastructure to the Property, subject to reimbursement by other adjoining property owners as additional connections are made over the following ten (10) years; however, the Parties agree and acknowledge that the Project would not likely be viable if Developer was required to follow this usual procedure.

E. The Village, pursuant to Village Board action dated _____, 2024 has approved this Agreement and authorized the execution of this Agreement by the proper Village officers on the Village's behalf.

F. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.

AGREEMENT

In consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I
PROJECT PARAMETERS AND SCHEDULE

A. Developer will acquire title to the Property on or before November 15, 2024 and will satisfy all other contingencies contained in this Article I on or before November 15, 2024. The Village will not commit to any extension of Sewer and Water until Developer confirms its ownership of the Property and Developer has satisfied or waived all other contingencies. If Developer does not confirm ownership of the Property and satisfy or waive all other contingencies by the deadlines stated herein, then either the Developer or the Village may, 1) cancel this Agreement or 2) if the Village and Developer agree to proceed notwithstanding Developer's delayed acquisition of title and/or delayed satisfaction or waiver of other contingencies, any due date or deadline applicable to the Village (including any deadline to extend Sewer and Water to the Property) shall be delayed one day for each day that Developer is tardy in acquiring title to the Property or waiving all contingencies beyond November 15, 2024.

B. Subject to the satisfaction of the contingencies described herein, Developer shall construct the Project in accordance with all applicable Village zoning and building codes, ordinances and regulations. Developer warrants and represents to the Village that Phase One of the Project will consist of a 75 unit assisted living facility and will be built substantially in accordance with the conceptual plans attached as **Exhibit B**. Developer agrees to commence work on Phase One no later than February 1, 2025, and to continue construction of Phase One in a commercially reasonable manner. Phase One will be substantially complete no later than December 31, 2026. Substantial completion will be defined as the issuance of the certificate of occupancy or equivalent approval. Developer anticipates that Phase Two of the Project will consist of a senior independent living development consisting of 70-126 units.

C. Notwithstanding anything herein to the contrary, in the event that the Developer is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, restrictive governmental regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reasons beyond the Developer's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for the period of such delay.

D. Developer's obligations under this Agreement are contingent upon Developer obtaining: (i) approval from the Village to change the current zoning of the Property to R-4 (High Density Residential) to allow for Developer's intended use described herein, including all density requirements; and (ii) all permits and other governmental approvals necessary for the development and use of Phase One and Phase Two of the Project. Developer agrees to make commercially reasonable efforts to obtain such permits and approvals in a timely manner.

E. Developer warrants and represents to the Village that but for the extension of Sewer and Water and the Village's compliance with its other obligations hereunder, Developer would not be able to proceed with the Project.

F. Developer shall install, at the Developer's cost, internal roads, driveway, laterals, storm sewers, detention ponds, and all other required internal developments complying with all Village ordinances, codes, and specifications.

G. Developer agrees to dedicate to the Village the sixty-six foot (66') rights of way for ingress and egress east and west to and from Clayton Avenue on the north and south ends of the Property as described on the certified survey map to be provided by Developer.

H. Developer and Village acknowledge that various undertakings of the parties may require approvals from the Village Board and other governmental bodies. The parties' agreements are conditioned upon the obtaining of all such approvals in the manner required by law. The parties cannot assure that all such approvals will be obtained; however, they agree to proceed in good faith and use their best efforts to obtain them on a timely basis.

ARTICLE II

VILLAGE OBLIGATIONS AND COST RECOVERY MECHANISM

A. Village shall cooperate with Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications in accordance with applicable Village ordinances.

B. Subject to all of the terms, covenants and conditions of this Agreement and applicable provisions of law, and as an inducement by the Village to Developer to construct and complete the Project, the Village shall construct and install sewer and water utilities, mains and lines to provide municipal sewer and water services necessary (in the Village's reasonable discretion) for the development and use of the Project and to facilitate future development of the Property for the entire length of the Property along Clayton Avenue from the southern border of the Property to the northern border of the Property (collectively, the "Sewer and Water"). The Sewer and Water shall be completed by the Village using methods and means, a project scope and project timeline based on the Village's determination (in its reasonable discretion) as to what is necessary or desirable for the development of the Property. Provided however, the Village agrees that: (i) the Sewer and Water will be of adequate size and depth to allow for the utilities to be constructed by Developer to be completed without the need for a lift station or any other means other than gravity for proper flow and freezing protection; and (ii) the Sewer and Water shall be completed no later than July 1, 2025.

C. This Agreement fully evidences the Village's obligation to install the Sewer and Water as stated above. For the sake of clarity, the Village will not install sewer and water mains or related facilities along any interior roads to be built on the Property.

D. A schedule of proposed Special Assessments pursuant to Wis. Stat. §66.0703(5)(d), allocating the cost of said Sewer and Water extension on a front-footage basis to all adjacent land is attached hereto as **Exhibit D**. **Exhibit D** shows the total cost of prospective Village improvements (including the Sewer and Water extension) of \$1,709,556.00 (hereinafter the "Village Cost"), of which Developer's allocated responsibility in the event of a Special Assessment would be \$537,119.11 (hereinafter "Developer's Share"). The Village may (but is

not required to), impose Special Assessments to recover all or a portion of the Village Costs from adjoining landowners. The Parties acknowledge that certain parcels fronting the Sewer and Water extension may be excluded from or otherwise exempted from paying their allocated Special Assessment (e.g. parcels located within the Town of Clayton, parcels already having access to sewer and water facilities, parcels covered by this Agreement, etc.). Pursuant to Wis. Stat. §66.0703(7), Developer waives all notice and hearing requirements ordinarily applicable to special assessments and consents to and agrees to pay any special assessments levied pursuant to §66.0703. In the alternative, the Village may (but is not required to) recover all or a portion of the Village cost by requiring adjoining property owners to pay their allocated share of the Village Costs prior to connecting to the sewer and water system.

E. Notwithstanding any provision of Article II Sec. (D) stated to the contrary, if 1) Developer is Compliant with all of Developer's obligations under this Agreement on or before the applicable due dates or deadlines, and 2) the assessed value of the improvements to the land shown in **Exhibit A** and described in **Exhibit C** increases by at least \$10,000,000.00 (any such increase shall be measured by comparing the assessed value of improvements existing on January 1, 2025 to the assessed value of improvements as of January 1, 2027), the Village shall either waive any such special assessment as it relates to Developer and the Property, or, if said Special Assessment has already been levied against the Property, the Village shall pay or otherwise satisfy any obligation to pay said Special Assessment. As all real property in the Village is assessed on January 1 of each year, time is of the essence.

F. Notwithstanding any provision in Article II Sec. (D) and E) stated to the contrary, if Developer is not compliant with all provisions of this Agreement by the applicable due dates and deadlines, or if the assessed value of the improvements to the land shown in **Exhibit A** and described in **Exhibit C** does not increase by at least \$10,000,000.00 (any such increase shall be measured as stated above), Developer shall pay Developer's Share (\$537,119.11) to the Village in good funds within thirty days of the Village's demand (regardless of whether said sum has been specially assessed against the Property). Any delinquent payment may, at the Village's option, be placed upon the tax roll and tax bill(s) applicable to the Property as a special charge; under said circumstances Developer consents to the imposition of said special charge by signing this Agreement.

G. In the event the Village breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, then the Developer shall be entitled to take any action and pursue any remedy allowed by applicable law by virtue of said default provided that the Developer first gives the Village written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Village. In the event such default remains uncured, the Developer may seek any remedy available to the Developer under the terms of this Agreement or in law or equity, and take any other action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Village under this Agreement, including securing an injunction to prevent harm.

**ARTICLE III
OTHER OBLIGATIONS OF DEVELOPER**

Developer shall be responsible to pay to the Village and other applicable governmental entities all usual and customary fees associated with development. Developer shall also be required to observe and be in compliance with all development-related Village ordinances and all development-related rules and ordinances of other applicable governmental entities. Said fees and ordinances include, but are not limited to:

- A. Fees and costs as shown in the included on the attached **Exhibit E**.

**ARTICLE IV
NO PARTNERSHIP OR VENTURE**

Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create any partnership, venture or relationship between the Village and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

**ARTICLE V
CONFLICT OF INTEREST**

No member, officer or employee of the Village, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE VI
WRITTEN NOTICES**

Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE VILLAGE:

Village of Fox Crossing
Director of Community Development
2000 Municipal Drive
Neenah, WI 54956
Attention: George Dearborn

FOR DEVELOPER:

CopperStone Holdings, LLC

751 Deerwood Avenue
Neenah, WI 54956
Attention: Aaron Barrett

**ARTICLE VII
ASSIGNMENT AND PILOT AGREEMENT**

No party to this Agreement may assign any of its interests or obligations hereunder without first obtaining the written consent of the other party. Notwithstanding the foregoing, Developer may assign its rights and obligations hereunder to a related entity or to a successor entity that acquires substantially all of the membership units or assets of Developer and that continues to occupy the Project and comply with all of the Developer's obligations stated herein.

Notwithstanding the foregoing, Developer agrees that it will not, directly or indirectly, sell, lease, assign or otherwise transfer or convey any interest in the Property to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Property to be exempt from general property taxation without the Village's prior written consent. The Village may condition its consent on a separate payment in lieu of taxes agreement with the proposed transferee.

In addition to the forgoing, if the Developer or any future owner or user of the Property causes all or any portion of the Property to become exempt from general property taxation, the Developer or future owner, as the case may be, shall be personally responsible to pay to the Village, on or before any applicable due date or deadline, a sum equal to the amount of general property tax revenue that would have been due but for the tax exempt status. In the event that Developer or any future owner of all or any part of the Property fails to timely make any such payment-in-lieu-of taxes (hereinafter "PILOT" or "PILOT payment"), the Village may, in addition to any other remedy that it may have in law or equity, place any such delinquent PILOT payment on the tax roll against the Property as a special charge. Developer, on behalf of itself and its successors and assigns, waives any right that it might otherwise have to notice or to contest the PILOT provisions and special charge mechanisms stated in this Agreement. All of Developer's obligations under this Agreement are binding on Developer's successors and assigns including any current or future owner of the Property.

This Agreement may be recorded to put all future owner(s) or all or any portion of the Property on notice of their obligation to make PILOT payments under this Article III. Developer's lender having a senior collateral interest in the Property, if any, shall consent to this Agreement as a condition precedent to the Village's obligations hereunder.

**ARTICLE XIII
MISCELLANEOUS**

A. Under no circumstances shall any officer, official, director, member, manager, commissioner, agent, or employee of Village or Developer have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

B. The laws of the State of Wisconsin shall govern this Agreement.

C. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

D. No modifications, alteration, or amendment of this Agreement shall be binding upon any party until such modification, alteration, or amendment is reduced to writing and executed by all parties to this Agreement.

E. Any captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of this Agreement.

F. Either Party to this Agreement may record it in the chain of title for the Property.

G. If any provisions of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

<Signatures on Following Page>

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF FOX CROSSING:

By: _____
Dale A. Youngquist, Village President

ATTEST:

By: _____
Darla M. Fink, Village Clerk

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this ____ day of _____, 2024, Dale A. Youngquist, Village President and Darla M. Fink, Village Clerk, of the Village of Fox Crossing respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin
My commission is/expires: _____

APPROVED AS TO FORM:

By: _____
Its: _____

DEVELOPER:

CopperStone Holdings, LLC

By: _____

Printed Name: Nicole Barrett

Title: President

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me this _____ day of _____, 2024,
_____, to me known to be the person who executed the foregoing
instrument and acknowledged the same in the capacity and for the purposes therein intended.

Notary Public, State of Wisconsin
My commission is/expires: _____

SCHEDULE OF EXHIBITS

- A. Property Boundary with Water-Sewer Extension
- B. Project Map
- C. Legal Description of Property
- D. Proposed Schedule of Special Assessments
- E. Fee Schedule

EXHIBIT A
PROPERTY BOUNDARY

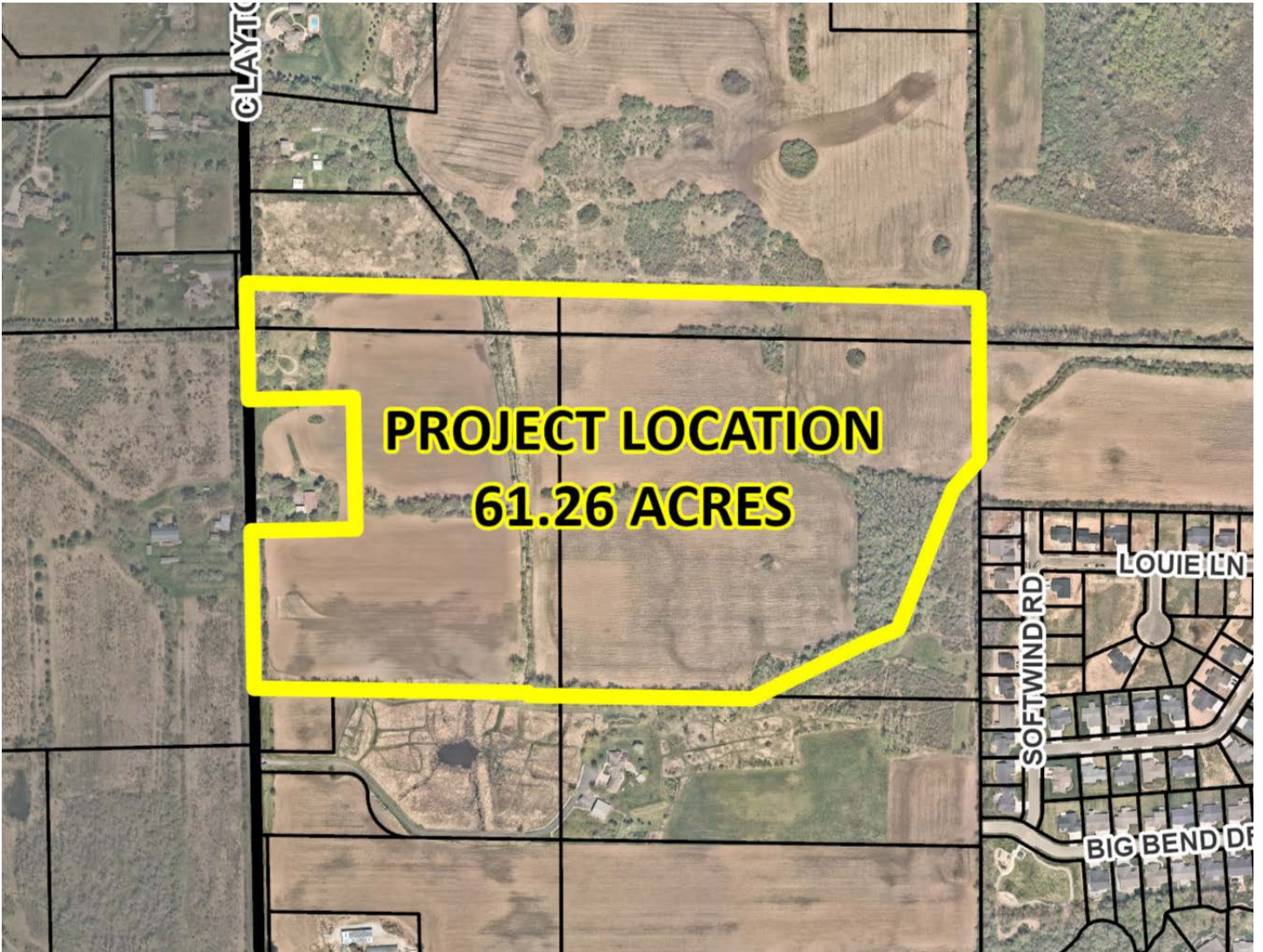
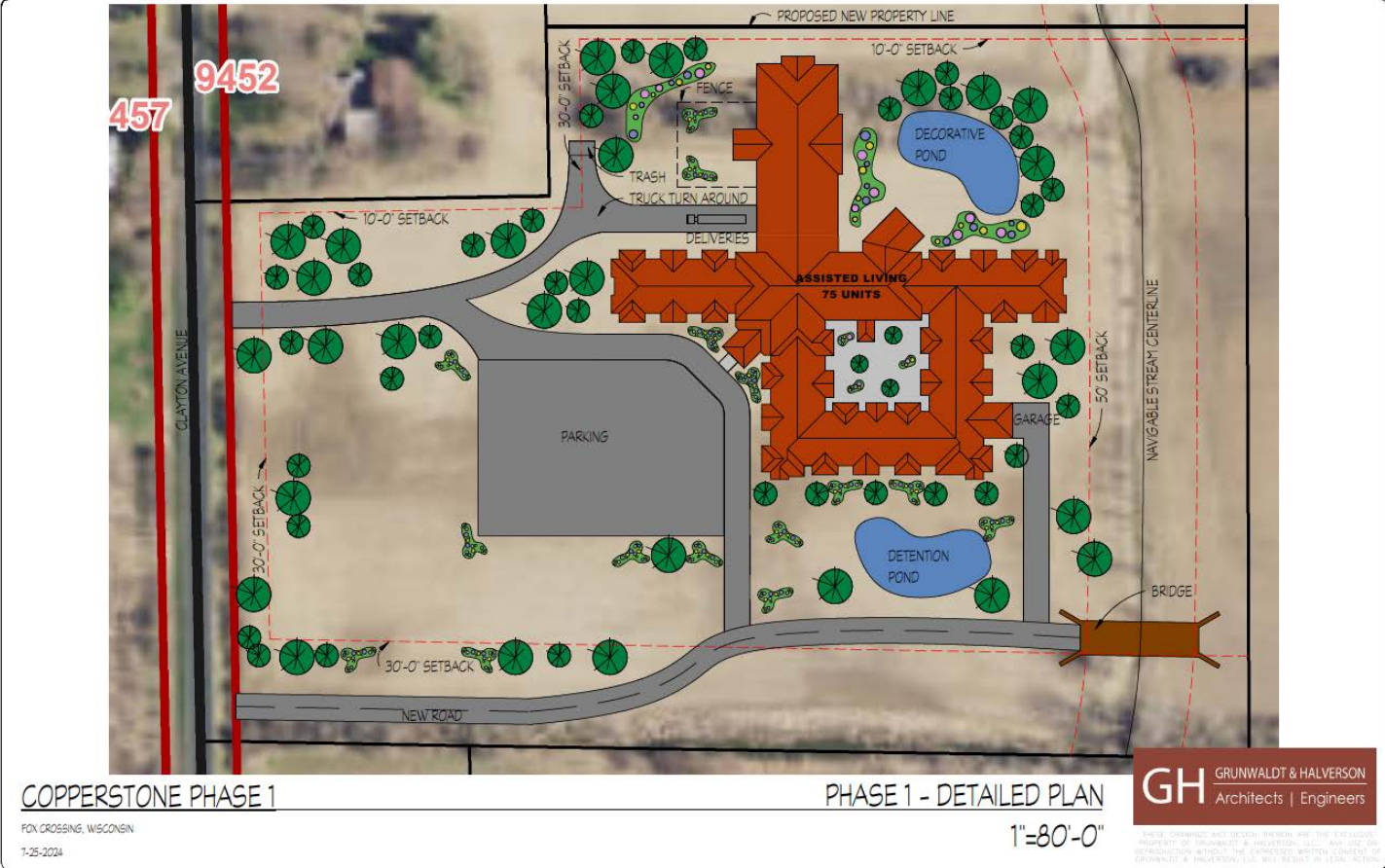


EXHIBIT B PROJECT MAP



COPPERSTONE PHASE 1

FOX CROSSING, WISCONSIN
7-25-2024

PHASE 1 - DETAILED PLAN

1"=80'-0"

GH GRUNWALDT & HALVERSON
Architects | Engineers

THIS DRAWING AND DESIGN REPRESENT THE EXCLUSIVE PROPERTY OF GRUNWALDT & HALVERSON, LLC. ANY USE OR REPRODUCTION WITHOUT THE EXPRESS WRITTEN CONSENT OF GRUNWALDT & HALVERSON, LLC WILL RESULT IN LEGAL ACTION.

EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

This property is described as consisting of the NW,SW fraction excluding the south 10.9ft. of the right of way and excluding CSM-585 also that part of the northwest, southwest described in document 98606 consisting of 22.28 acres and the south 8.6ft of the southwest, northwest fraction consisting of 3.23 acres and the south 8.6 ft of the road right of way of the southeast northwest fraction consisting of 4.35 acres and then the northeast southwest fraction excluding the south 10.9 ft of the road right of way and excluding 3.5 acres and south and east of the drainage ditch also that part of the northeast southwest in document D986061 consisting of 31.4 acres all located within part of the southwest section of section 6 township 20 north, range 16 east all in Village of Fox Crossing, Winnebago County, Wisconsin consisting of 61.26 acres.

PRELIMINARY SCHEDULE OF ASSESSMENTS

CLAYTON AVE (NORTH OF SHADY LANE)

PARCEL ID	OWNER NAME	SITE ADDRESS	UNITS	FRONTAGE	ASSESSMENTS			TOTAL	
					WATER	SEWER	MISC/REST.		
6000404	Oehenschlager, Lukas and Alanna	9513 Clayton Ave.	L.F.	144.50	\$13,439.96	\$14,402.76	\$0.00	\$27,842.72	
60016	Baumann, Robert	Clayton Ave.	L.F.	1,325.50	\$123,284.88	\$132,116.67	\$0.00	\$255,401.55	
60019	Baumann, Robert	Clayton Ave.	L.F.	1,287.50	\$119,750.49	\$128,329.10	\$0.00	\$248,079.59	
121019101	Bigalke Surv Trust	9452 Clayton Ave.	L.F.	418.00	\$38,878.22	\$41,663.35	\$0.00	\$80,541.57	
1210190, 1210190001, 121019002	Lang Rev Tst, Robert C	Clayton Ave.	L.F.	466.50	\$43,389.21	\$46,497.49	\$0.00	\$89,886.70	
121019201	McCarthy, William and Julie	9336 Clayton Ave.	L.F.	588.00	\$54,689.93	\$58,607.77	\$0.00	\$113,297.71	
121019202	Haase Fam Irrev. Trust ¹	Clayton Ave.	L.F.	413.00	\$38,413.17	\$41,164.98	\$0.00	\$79,578.15	
	Municipal Cost - Oversizing Credits				\$34,500.00	\$59,220.00	\$0.00	\$93,720.00	
	Municipal Cost - Other Costs ¹				\$0.00	\$11,040.00	\$173,048.90	\$184,088.90	
Assessed Costs				4,643.00	\$393,432.69	\$421,617.14	\$0.00	\$815,049.84	
Municipal Cost					\$72,913.17	\$111,424.98	\$173,048.90	\$357,387.05	
Developer Contribution^{2,3}				Clayton Ave.	L.F.	872.00	\$215,674.14	\$241,413.87	\$80,031.10
Total				L.F.	5,515.00	\$682,020.00	\$774,456.00	\$253,080.00	\$1,709,556.00

Assessment Rate Item	Units	Assessment Rate
Water Assessment Rate (Non-Developer) ²	L.F.	\$93.01
Water Assessment Rate (Developer)	L.F.	\$247.33
Sanitary Assessment Rate (Non-Developer)	L.F.	\$99.67
Sanitary Assessment Rate (Developer) ²	L.F.	\$276.85
Miscellaneous/Restoration Rate (Non-Developer) ³	L.F.	\$0.00
Miscellaneous/Restoration Rate (Developer)	L.F.	\$91.78

Municipal Cost Item	Qty	Unit	Unit Price	Cost
Sanitary in Intersection	60	L.F.	\$184.00	\$11,040.00
Oversizing - Water Main ⁴	2,760	L.F.	\$12.50	\$34,500.00
Oversizing - Sanitary ⁴	2,820	L.F.	\$21.00	\$59,220.00

¹Haase Fam Irrev. Trust already assessed for water/sewer on Shady Lane
²Developer Contribution includes "both sides" of road (full cost along frontage, not split between property owners)
³Misc/Restoration Costs not assessable per Village policy, however would be part of Developer Contribution
⁴Oversizing Calculations based on assumed unit price difference between 12" pipe and standard 8" pipe
⁵Developer will not purchase property 121019101, so developer net contribution factors in removing assessment for this property

Exhibit D

EXHIBIT E

FEE SCHEDULE

Review and Inspection Fees:

Administration Fees:	\$1,000
Attorney Fees:	\$1,500
Escrow Fee for Information Submission:	\$1,500 (\$1,200 refundable)
Sanitary Sewer & Water Main:	(Internal based on plan)
Storm Sewer:	(Internal based on plan)
Street Engineering:	None Anticipated (Internal)
Street Signs:	None Anticipated (Internal)

Outstanding Assessments and Charges:

Special Assessments:	None
Park Fees in Lieu of Land Dedication:	None
Park Impact Fee:	Not Applicable
Sewer Service Availability Fee (Commercial 1):	\$1,700 per acre
Sewer Interceptor Impact Fee (1/3 Acre or more):	\$1,500 per acre

Building Permit Fees:

New Commercial Construction and Additions:	\$50 + \$0.14 per sq ft
Escrow – Commercial & Industrial (Refundable):	\$1,000 for up to 10,000 sq ft, plus \$10 per 1,000 sq ft or fraction thereof over 10,000 sq ft
Commercial Erosion Control Permit:	\$500
Public Protection Fund Fee – Buildings 100% sprinklered:	\$0.04 per sq ft
Fire Impact Fee**:	\$1.6198 per \$1,000 in building value
Wrecking or Razing Structures:	\$150 principal; \$75 accessory
Commercial Plumbing Permit Fees:	50 + \$1 per \$100 of estimate job value
Commercial HVAC Permit Fees:	\$50 + \$1 per \$100 of estimate job value
Commercial Electrical Permit Fees – New Buildings:	\$50 + \$0.06 per sq ft for all areas
Sewer Hookup Inspection Fee	\$60
Early Start for Footing and Foundation (Optional):	\$200
New Driveway Permit w/Asphalt:	\$125/Driveway
New Driveway Permit w/Concrete:	\$400/Driveway
New Driveway Culvert:	\$400/Culvert (\$250 base fee plus \$150 returnable escrow)

** Calculated on value of building only (does not include land, mechanicals, or personal property).

Zoning Fees:

New Construction (collected with building permit):	\$200 + \$0.05 per sq ft of building area
Site Plan Approval:	\$150 + \$3 per 1,000 sq ft of disturbed area over 10,000 sq ft
Drainage Review:	\$500
Detention Pond Inspection:	\$450 + financial guarantee being 3% of Pond cost with min. of \$1,000
Sign Permit (freestanding):	\$150 per sign + \$50 zoning permit
Sign Permit (wall mounted)	\$150 per sign

RES #240909-5

AWARD BID – VALLEY ROAD WATER AND SANITARY SEWER MAIN REPLACEMENT PROJECT

WHEREAS, on August 29, 2024, sealed bids for the Valley Road Water and Sanitary Sewer Main Replacement Project were due in the office of the Utility Department by 10:00 a.m., at which time they were publicly opened and read; and

WHEREAS, three (3) bids were received: (bid tabulation enclosed)

<u>Contractor</u>	<u>Base Bid</u>
PTS Contractors, Inc.	\$ 3,900,386.00
Dorner, Inc.	\$ 3,904,900.00
Advance Construction, Inc.	\$ 5,038,924.00

WHEREAS, it is the recommendation of Engineer Zach Laabs and Public Works Director Joe Hoechst to award the Base Bid to the lowest responsible bidder, PTS Contractors, Inc., in the total amount of \$3,900,386.00, with final quantity adjustments made by change order to reflect actual quantities.

NOW, THEREFORE BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby award the Base Bid for the Valley Road Water and Sanitary Sewer Main Replacement project, to the lowest responsible bidder, **PTS Contractors, Inc., 4075 Eaton Road, Green Bay, Wisconsin**, for the total amount of **\$3,900,386.00**.

Adopted this 9th day of September, 2024

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

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



August 29, 2024

Fox Crossing Utilities
Attn: Joseph Hoechst, PE
2340 American Drive
Neenah, WI 54956

Re: Fox Crossing Utilities
2024 Water Main & Sanitary Sewer Construction
Racine Road, Valley Road & Beck Street
Letter of Recommendation
McM. No. F0058-09-23-00698

Dear Joseph:

On August 29, 2024, bids were received via QuestCDN online bidding services for the above referenced project. Three bids were received, ranging in price from \$3,900,386.00 to \$5,038,924.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract F0058-09-23-00698 to the low bidder, PTS Contractors, Inc., in the amount of \$3,900,386.00.

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

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

Respectfully,

McMahon Associates, Inc.

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

Zachary R. Laabs, E.I.T.
Municipal & Civil Engineer

ZRL:jlh

Enclosures: Notice of Awards
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: PTS CONTRACTORS, INC.
4075 Eaton Road
Green Bay, WI 54311

Contract No. F0058-09-23-00698

Project: 2024 WATER MAIN & SANITARY SEWER CONSTRUCTION
Racine Road, Valley Road & Beck Street
For The FOX CROSSING UTILITIES | Winnebago County, Wisconsin

You are notified that your Bid, dated August 29, 2024, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2024 Water Main and Sanitary Sewer Construction (Racine Road, Valley Road and Beck Street) for the Fox Crossing Utilities, Winnebago County, Wisconsin.

The Contract Price of your Contract is Three Million Nine Hundred Thousand Three Hundred Eighty-Six and no/100 Dollars (\$3,900,386.00).

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

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

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

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

FOX CROSSING UTILITIES | Winnebago County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

OWNER: FOX CROSSING UTILITIES
Project Name: 2024 Water Main & Sanitary Sewer Construction
Contract No. F0058-09-23-00698
Bid Date/Time: Thursday, August 29, 2024 @ 10:00 a.m., local time
Project Manager: Zach Laabs

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

PTS CONTRACTORS, INC.
4075 Eaton Road
Green Bay, WI 54311

DORNER, INC.
E506 Luxemburg Road
PO Box 129
Luxemburg, WI 54217

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

BASE BID | SANITARY MAINLINE

Table with 11 columns: Item, Qty, Unit, Description, Unit Price, Total, Unit Price, Total, Unit Price, Total. Lists items 1 through 28 including Sanitary Sewer Bypass, Sanitary Manholes, and various fittings.

SUB-TOTAL (Items 1. through 28., Inclusive)

\$1,452,210.00

\$1,471,438.00

\$2,192,915.00

BASE BID | SANITARY LATERALS

Table with 11 columns: Item, Qty, Unit, Description, Unit Price, Total, Unit Price, Total, Unit Price, Total. Lists items 29 through 49 including various lateral pipe types and cleanouts.

SUB-TOTAL (Items 29. through 49., Inclusive)

\$309,695.00

\$333,968.00

\$341,242.00

BASE BID | WATER

Table with 11 columns: Item, Qty, Unit, Description, Unit Price, Total, Unit Price, Total, Unit Price, Total. Lists items 50 through 75 including water mains, valves, hydrants, and service lines.

SUB-TOTAL (Items 50. through 75., Inclusive)

\$1,488,241.00

\$1,424,581.00

\$1,846,467.00

BASE BID | PAVEMENT / RESTORATION / MISCELLANEOUS

Table with 11 columns: Item, Qty, Unit, Description, Unit Price, Total, Unit Price, Total, Unit Price, Total. Lists items 76 through 91 including mobilization, traffic control, and pavement work.

SUB-TOTAL (Items 76. through 91., Inclusive)

\$650,240.00

\$674,913.00

\$658,300.00

TOTAL BASE BID (Items 1. through 91., Inclusive)

\$3,900,386.00

\$3,904,900.00

\$5,038,924.00

Table with 3 columns: Bid Security (Yes), Addendum Acknowledgement (Yes), and a third Yes column.

Table with 2 columns: Type of Work (Asphalt, Concrete, Pipe Burst, Traffic Control, Lining) and Subcontractor (NEA, AI Dix, M&E, Century Traffic).

Table with 2 columns: Subcontractor (NEA, AI Dix, M&E, Century Traffic).

Table with 2 columns: Subcontractor (Peshtigo Asphalt / NEA, AI Dix, M&E, Barricade Flasher).

Table with 2 columns: Subcontractor (AI Dix, M&E, Speedy Clean).

RES #240909-6

**CHANGE ORDER #1 & FINAL – TUMBLEBROOK ROAD AND KENWOOD DRIVE
WATER MAIN REPLACEMENT PROJECT**

WHEREAS, on February 12, 2024, Don E. Parker Excavating, Inc. was awarded the Tumblebrook Road and Kenwood Drive Water Main Replacement Project contract in the amount of \$409,010.75; and

WHEREAS, Change Order #1 reflects a net increase of \$533.85, due to the following:

Final Quantity Adjustment		<u>\$ 533.85</u>
	Total:	\$ 533.85

WHEREAS, the increase of \$533.85 from Change Order #1 items results in a new total contract price of \$409,544.60; and

WHEREAS, it is the recommendation of Engineer Zach Laabs and Public Works Director Joe Hoechst to approve Change Order #1 to Don E. Parker Excavating, Inc., for a total increase in the amount of \$533.85, resulting in a new contract amount of \$409,544.60.

NOW, THEREFORE BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby approves Change Order #1 & Final for the Tumblebrook Road and Kenwood Drive Water Main Replacement Project contract, for a total increase in the amount of \$533.85 to **Don E. Parker Excavating, Inc., W8409 County Road JJ, Hortonville, Wisconsin**, for an adjusted contract amount of \$409,544.60.

Adopted this 9th day of September, 2024

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

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk



August 26, 2024

Fox Crossing Utilities
Attn: Joe Hoechst, DPW
2340 American Drive
Neenah, WI 54956

Re: Fox Crossing Utilities
2024 Water Main Reconstruction
Kenwood Drive & Tumblebrook Road/Court
Change Order #1
McM. No. F0058-09-23-00696

Dear Joe:

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase in the Contract in the amount of \$533.85. The current Contract Price is \$409,544.60.

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

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

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "ZRL", with a long, sweeping underline.

Zachary R. Laabs
Municipal & Civil Engineer

ZRL:car

Enclosure: Change Order #1

McMAHON

ENGINEERS ARCHITECTS

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

DON E. PARKER EXCAVATING, INC.
W8409 County Road JJ
Hortonville, WI 54944

Contract No. F0058-09-23-00696
Project File No. F0058-09-23-00696
Change Order No. One (1)
Issue Date: August 22, 2024
Project: Fox Crossing Utilities
2024 Water Main Reconstruction
Kenwood Dr & Tumblebrook Rd/Ct

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

	(Item Description)	(Price)
1.1	See Attached Final Quantities Spreadsheet	+ \$533.85
	TOTAL	+ \$533.85

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$409,010.75</u>	<u>-</u> days
Adjustments Per This Change Order	<u>+ \$533.85</u>	<u>0</u> days
Current Contract Status	<u>\$409,544.60</u>	<u>-</u> days

Recommended:

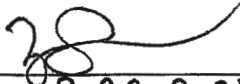
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

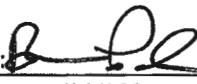
Accepted:

DON E. PARKER EXCAVATING, INC.

Authorized:

FOX CROSSING UTILITIES
Wisconsin

By: 
Date: 8-23-2024

By:  Brian Parker
Date: 08/26/2024

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

Final Quantities

FOX CROSSING UTILITIES
2004 Water Main Reconstruction
Kenwood Drive & Tumblebrook Road/Court
McM. No. F0058-09-23-00696

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

DON E. PARKER EXCAVATING, INC.
 W8409 County Road J
 Hortonville, WI 54944

BASE BID | KENWOOD DRIVE

Item	Description	Qty	Unit
1.	Mobilization - Insurance, Bonding	1	L.S.
2.	Traffic Control	1	L.S.
3.	Inlet Protection	2	Ea.
4.	8 Inch PVC Water Main Excluding Pipe Material	515	L.F.
5.	Special Backfill Water Main	515	L.F.
6.	6 Inch PVC Hydrant Lead	40	L.F.
7.	8 Inch Valve	2	Ea.
8.	6 Inch Valve	2	Ea.
9.	Hydrant	2	Ea.
10.	2 Inch Water Service Excavated	190	L.F.
11.	Special Backfill Water Service	100	L.F.
12.	2 Inch Water Service	6	Ea.
13.	Trench Compaction / Certification	1	L.S.
14.	Salvage Hydrant	2	Ea.
15.	Apply Calcium Chloride Dust Control to Gravel Trenches	1	Ea.
16.	3 Inch Topsoil, Seed and E-Mat (Est. at 150 S.Y.)	1	L.S.

SUB-TOTAL (Items 1. through 16., Inclusive)

BID QUANTITIES	
Unit Price	Total
\$1,600.00	\$1,600.00
\$1,500.00	\$1,500.00
\$73.50	\$147.00
\$50.75	\$26,136.25
\$21.15	\$10,892.25
\$76.45	\$3,058.00
\$2,820.00	\$5,640.00
\$2,130.00	\$4,260.00
\$5,950.00	\$11,900.00
\$48.45	\$9,205.50
\$21.15	\$2,115.00
\$1,750.00	\$10,500.00
\$6,275.00	\$6,275.00
\$650.00	\$1,300.00
\$300.00	\$300.00
\$1,575.00	\$1,575.00

\$96,404.00

FINAL QUANTITIES	
Qty	Total
1	\$1,600.00
1	\$1,500.00
2	\$147.00
512	\$25,984.00
512	\$10,828.80
30	\$2,293.50
0	\$0.00
4	\$8,520.00
2	\$11,900.00
111	\$5,377.95
100	\$2,115.00
6	\$10,500.00
1	\$6,275.00
2	\$1,300.00
0	\$0.00
1	\$1,575.00

\$89,916.25

BASE BID | TUMBLEBROOK ROAD/COURT

Item	Description	Qty	Unit
17.	Mobilization - Utility Construction	1	L.S.
18.	Traffic Control	1	L.S.
19.	Inlet Protection	9	Ea.
20.	8 Inch PVC Water Main Excluding Pipe Material	1,630	L.F.
21.	Special Backfill Water Main	1,570	L.F.
22.	6 Inch PVC Water Main	340	L.F.
23.	6 Inch PVC Hydrant Lead	30	L.F.
24.	6 Inch Certa-lok PVC Hydrant Lead	60	L.F.
25.	8 Inch Valve	5	Ea.
26.	6 Inch Valve	6	Ea.
27.	Hydrant	5	Ea.
28.	1 Inch Water Service Excavated	1,250	L.F.
29.	Special Backfill Water Service	700	L.F.
30.	1 Inch Water Service Set	34	Ea.
31.	Trench Compaction / Certification	1	L.S.
32.	Salvage Hydrant	4	Ea.
33.	Apply Calcium Chloride Dust Control to Gravel Trenches	1	Ea.
34.	3 Inch Topsoil, Seed and E-Mat (Est. at 1,300 S.Y.)	1	L.S.

SUB-TOTAL (Items 17. through 34., Inclusive)

TOTAL (Items 1. through 34., Inclusive)

BID QUANTITIES	
Unit Price	Total
\$1,600.00	\$1,600.00
\$1,500.00	\$1,500.00
\$73.50	\$661.50
\$49.05	\$79,951.50
\$21.15	\$33,205.50
\$56.40	\$19,176.00
\$68.40	\$2,052.00
\$73.15	\$4,389.00
\$2,820.00	\$14,100.00
\$2,130.00	\$12,780.00
\$5,950.00	\$29,750.00
\$42.95	\$53,687.50
\$21.15	\$14,805.00
\$745.00	\$25,330.00
\$4,775.00	\$4,775.00
\$650.00	\$2,600.00
\$300.00	\$300.00
\$11,943.75	\$11,943.75

\$312,606.75

\$409,010.75

FINAL QUANTITIES	
Qty	Total
1	\$1,600.00
1	\$1,500.00
9	\$661.50
1620	\$79,461.00
1570	\$33,205.50
338	\$19,063.20
19.5	\$1,333.80
57	\$4,169.55
5	\$14,100.00
6	\$12,780.00
5	\$29,750.00
1439	\$61,805.05
700	\$14,805.00
35	\$26,075.00
1	\$4,775.00
4	\$2,600.00
0	\$0.00
1	\$11,943.75

\$319,628.35

\$409,544.60

RES #240909-7

APPOINTMENT OF POLICE & FIRE COMMISSION MEMBER – JOHN SWENSON

WHEREAS, Police & Fire Commissioner Laurie Collins has resigned her seat on the Fox Crossing Police & Fire Commission; and

WHEREAS, with the resignation, a vacancy exists on the Police & Fire Commission for the remainder of a term beginning June 1, 2021 and expiring on May 31, 2026; and

WHEREAS, Village President Dale Youngquist nominates John Swenson for appointment to the Police & Fire Commission for the remainder of a five (5) year term beginning June 1, 2021 and expiring May 31, 2026; and

WHEREAS, an Oath of Office shall be administered by the Village Clerk upon appointment.

NOW, THEREFORE, BE IT RESOLVED by the Village of Fox Crossing Board of Trustees to hereby approve the appointment of John Swenson to the Police & Fire Commission for the remainder of a five (5) year term commencing June 1, 2021 and expiring May 31, 2026.

Adopted this 9th day of September, 2024

Requested by: Dale A. Youngquist, Village President

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240909-8

**SPECIAL EVENT LICENSE FOR SAINT MARY CATHOLIC HIGH SCHOOL
HOMECOMING PARADE HELD OCTOBER 4, 2024**

WHEREAS, Kristin Billings, Student Council Advisor of Saint Mary Catholic High School, has submitted a Special Event License application to hold a Homecoming Parade; and

WHEREAS, this event will be held in the Village of Fox Crossing by Saint Mary Catholic High School on Friday, October 4, 2024 from 4:00 p.m. to 6:00 p.m.; and

WHEREAS, the parade participants will line up at Schildt Park between 3:00 p.m. and 6:00 p.m.; the parade route will begin at Schildt Park, proceed down Cold Spring Road, then conclude at Saint Mary Catholic High School, 1050 Zephyr Drive, Neenah; and

WHEREAS, the proper fees have been paid, receipted, and a copy of liability insurance will be on file for the event.

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby approves the Special Event License for Saint Mary Catholic High School, to be held on October 4, 2024.

Approved this 9th day of September, 2024

Requested by: Darla M. Fink, Village Clerk

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

APPLICATION FOR SPECIAL EVENT LICENSE

Events Open to the General Public
THIS APPLICATION MUST BE FILED AT LEAST **30 DAYS** BEFORE THE EVENT

FACILITY INFORMATION

Organization Sponsoring Event: St. Mary Catholic High School Contact Phone: 920-722-7796

Event Location (Address): 1050 Zephyr Drive, Neenah, WI 54956

Organization Agent/Manager: Kristin Billings Phone: 920-722-7796

Event Name: Homecoming Parade

Event Date(s): 10 / 04 / 2024 Event Time: 4 am pm - 6 am pm

Event Details (Explanation of Event): Homecoming parade from Schildt Park to St. Mary Catholic High School

LICENSEE (ORGANIZER) INFORMATION

Organizing Chief Representative: Kristin Billings Phone: 920-722-7796

Address: 1050 Zephyr Drive, Neenah, WI 54956

Date of Birth: 04/02/1982 Email: kbillings@smcatholicschools.org

Signature: Under the provisions of Section 9.06 of the Village of Fox Crossing Municipal Code, I hereby apply for a Special Event License for business to be conducted on the above referenced premises within the Village. I certify that the following information is true to the best of my knowledge.

Applicant: *Kristin Billings* Student Council Advisor Date: 2/1/24
Signature Title

REQUIRED MATERIALS & INFORMATION

1. Is the event to be held outside? Yes No
2. If held outside:
 - a. Will tents need to be erected? (If yes, site plan must be submitted with application) See Pg. 2 Yes No
 - b. Will a generator be used for electrical supply? (If yes, submit site plan with application) Yes No
 - c. Will there be live entertainment? What hours? FROM: _____ UNTIL: _____ Yes No
 - d. Will there be restroom facilities available? (If yes, how – port-o-lets, business restrooms?) Yes No
3. Will there be sufficient access for persons with disabilities? Yes No
4. Will there be alcohol sold, served, consumed within the event area? Barricading or bracelets req'd Yes No
5. Will the event include vendor sales? Yes No
6. Will all the parking be accomplished onsite? If no, where? Yes No
7. Will there be food for sale cooked on site? Board of Health must be contacted for approval Yes No
8. Will food be catered in? Board of Health must be contacted for approval (920) 232-3000 Yes No
9. Is this event being advertised or marketed on a regional basis? I.e. TV, radio, newspaper, flyer Yes No

FEES: \$150.00 setup fee, with a required \$150.00 in escrow (if escrow not used, is returned 30 days after event)
\$25.00 re-inspection fee, if needed. Call 24-hours in advance to schedule inspection.

Fees shall be for an event lasting up to 48-hours; each day thereafter shall be an additional \$25.00.

FOR OFFICE USE:	Date Sent	Approve	Deny	By	Reason Denied
Police	<u>8/22/24</u>	<input checked="" type="radio"/>	<input type="radio"/>	<u>Blasinka</u>	
Fire	<u>8/23/24</u>	<input checked="" type="radio"/>	<input type="radio"/>	<u>[Signature]</u>	
Com. Dev.	<u>8/27/24</u>	<input checked="" type="radio"/>	<input type="radio"/>	<u>George</u>	
Bldg. Insp.	<u>8/22/24</u>	<input checked="" type="radio"/>	<input type="radio"/>	<u>Wike</u>	

Return Application to: Fox Crossing Village Clerk · 2000 Municipal Drive · Neenah, WI 54956 Phone: 720-7103
Amount Received \$ 25- Receipt No. 4081 Date: 2/9/2024 By: [Signature]

RES #240909-9

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:

Caelyn Schulz – Approved
Rajinder Kaur – Approved
Ankush Ankush – Approved
Cody Kilgas – Approved
Deanna Lange – Approved

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

Adopted this 9th day of September, 2024

Requested by: Scott Blashka, Police Chief
Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

RES #240909-10

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$1,315,815.65

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

Pending:	
General Fund	\$ 74,512.90
Special Revenue Fund	\$ 66,683.40
Debt Fund	\$ -
Capital Projects Fund	\$ 488,265.50
Water Fund	\$ 113,031.21
Sewer Fund	\$ 151,983.98
Stormwater Fund	\$ 23,752.65
Trust & Agency Fund	\$ -
Special Processed Payments	\$ 397,586.01
Total:	<u>\$ 1,315,815.65</u>

NOW, THEREFORE BE IT RESOLVED, the Village of Fox Crossing Board of Trustees hereby authorizes the above expenditures to be paid by the Finance Department with the exception of none.

Adopted this 9th day of September, 2024.

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

Dale A. Youngquist, Village President

Attest: Darla M. Fink, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: September 3, 2024
 For Village Board Meeting of: September 9, 2024

REGULAR PROCESSED CHECKS	AMOUNT
General Fund	\$74,512.90
Special Revenue Funds	\$66,683.40
Debt Fund	\$0.00
Capital Projects Fund	\$488,265.50
Water Fund	\$113,031.21
Sewer Fund	\$151,983.98
Stormwater Fund	\$23,752.65
Trust & Agency Fund	\$0.00
Total Bills for	September 9, 2024
	<u><u>\$918,229.64</u></u>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE	CHECK #	DEPT. /PURPOSE	AMOUNT
	Village Specials	8/21-9/3/2024	**See Attached Listing**	\$99,208.07
ACH	Employee Benefits Corp	8/21-9/4/2024	Flex Spending Claims	\$4,006.09
ACH	North Shore Bank	8/29/2024	Deferred Comp	\$1,495.00
ACH	Great West	8/29/2024	Deferred Comp	\$6,733.75
51396-51400	Payroll	8/29/2024	Payroll	\$544.20
ACH	Payroll	8/29/2024	Payroll	\$205,906.84
ACH	Payroll	8/29/2024	Payroll	\$79,638.23
51371	Payroll	8/26/2024	Payroll	\$46.17
ACH	Payroll	8/26/2024	Taxes	\$7.66
Total Special Processed Payments				<u><u>\$397,586.01</u></u>
GRAND TOTAL				<u><u>\$1,315,815.65</u></u>