

Village of Fox Crossing Board of Trustees Regular Meeting
Monday, August 25, 2025 - 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. Minutes to Approve/ Minutes and Correspondence to Receive
Minutes to Approve
 - a) Regular Village Board Meeting – August 11, 2025Minutes and Correspondence to Receive
 - b) Planning Commission Meeting Minutes – July 16, 2025
 - c) Park Commission Meeting Minutes – July 23, 2025
 - d) Water Main Breaks Report – July 2025
 - e) Water Pumpage Report – July 2025
4. **Public Comments Addressed to the Village Board.** Individuals properly signed in may speak directly to the Village Board on non-repetitive Village matters whether on, or not on the agenda. However, no announcements of candidacy for any elected position or “electioneering” will be permitted. Commenters must be orderly, wait to be called, speak from the podium, and direct their comments to the Board. A maximum of **2-minutes** per person is allowed and you must return to the audience when signaled to do so. The total time allocated for public comments shall not exceed 30 minutes. Public comment is not permitted outside of this public comment period. Note: The Board’s ability to act on or respond to public comments is limited by Chapter 19, WI Stats. To address the Village Board, complete the Public Participation signup sheet.
5. Discussion Items
6. Unfinished Business
7. **New Business- Resolutions/Ordinances/Policies**
 - a) 250825-1 Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$5,500,000 General Obligation Promissory Notes
 - b) 250825-2 Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,290,000 Waterworks System and Sewerage 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
 - c) 250825-3 Developer Agreement and Escrow, Security and Deposit Account Control Agreement – Horizon Crossing Subdivision
 - d) 250825-4 Certified Survey Map – 4807 West Prospect Avenue & 2591 South Casaloma Drive
 - e) 250825-5 Operator License Applicants
 - f) 250825-6 Expenditures
8. Reports
9. Closed Session
10. Adjourn

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

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

**VILLAGE OF FOX CROSSING
BOARD OF TRUSTEES REGULAR MEETING
Municipal Complex – Arden Tews Assembly Room
Monday, August 11, 2025**

Minutes

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

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

Village Clerk Darla Salinas took roll call and noted those present: President Dale Youngquist, Trustees Michael Van Dyke, Kris Koeppe, Timothy Raddatz, Kate McQuillan, Deb Swiertz, and Barbara Hanson (via teleconference).

Also Present: Village Manager Jeffrey Sturgell, Director of Finance Jeremy Searl, Director of Community Development George Dearborn, Assistant Fire Chief Shawn Bordeaux, Chief of Police Scott Blashka, Director of Public Works Joe Hoechst, Director of Parks & Recreation Amanda Geiser, Attorney Andrew Rossmeissl, and Engineer Lee Reibold. Excused: Engineer Zach Laabs. There were three attendees.

2. Awards / Presentations

3. Public Hearings

4. Minutes to Approve / Minutes and Correspondence to Receive

Minutes to Approve

a) Regular Village Board Meeting – July 28, 2025

Minutes and Correspondence to Receive

MOTION: Trustee Van Dyke, seconded by Trustee Raddatz to approve the minutes and accept them into record. Motion carried via voice vote.

5. Public Comments Addressed to the Village Board

Richard Minks – 1061 Mayer Street

Mr. Minks stated he has already spoken with Director Dearborn and Director Hoechst and is now coming to the Village Board to request a Village Code amendment regarding the distance between downspouts and property lines in relation to not adding to someone else's water problem. He stated he feels that some of the codes need to be re-evaluated. He has a sump pump hose issue that he spoke with Director Dearborn on today. Currently, the code directs the end of this hose to be 10 feet away from the property line and he is not allowed to face it directly to the ditch and therefore will be forced to have the hose go across his front yard. He stated the Code Enforcement Officer visited his property on Saturday after a neighbor's complaint, and the Officer stated it was fine as is, but Director Dearborn is stating the hose is too close to the property line. Director Dearborn has agreed to visit the property to look at the issue.

6. Discussion Items

7. Unfinished Business

8. New Business-Resolutions/Ordinances/Policies

- a) 250811-1 Change Order #2 & Final – Plank Road Sanitary Sewer and Water Lateral Improvement Project
MOTION: Trustee Van Dyke, seconded by Trustee Swiertz to approve as submitted. Director Hoechst provided context on the significant cost decrease, and stated when the project began, they were unsure on the type of lateral repair method that would be required. Fortunately, the most cost-effective way worked out for most of the properties on this project which resulted in a large cost decrease. Motion carried via voice vote.
- b) 250728-1:ORD Amend Fox Crossing Municipal Code Chapter §400 Erosion Control and Stormwater Management *Second Reading & Adoption*
MOTION: Trustee Van Dyke, seconded by Trustee McQuillan to accept the Second Reading and Adoption as submitted. Motion carried via voice vote.
- c) 250811-3 Expenditures
MOTION: Trustee Koeppe, seconded by Trustee Van Dyke to approve the expenditures submitted without exception. Motion carried via voice vote.

9. Reports

10. Closed Session

11. Adjourn

At 6:10 p.m., **MOTION:** Trustee Swiertz, seconded by Trustee Koeppe to adjourn. Motion carried via voice vote.

Respectfully submitted,

Darla M. Salinas, CMC, WCMC
Village Clerk

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

VILLAGE OF FOX CROSSING
PLANNING COMMISSION MEETING
Municipal Complex – Arden Tews Assembly Room
Wednesday, July 16, 2025
at 5:15 PM
Minutes

CALL TO ORDER

The Planning Commission meeting was called to order by Commissioner Morris Cox at 5:18 p.m. in Chairman Jochman's absence.

PRESENT:

Commissioners: Mr. Morris Cox
Ms. Tracy Romzek
Mr. Thomas Willecke
Mr. Michael Prince
Mr. Michael Scheibe
Mr. Tom Young

EXCUSED: Chairperson: Chair Dennis Jochman

Staff: Community Development Director George Dearborn
Associate Planner Daniel Dieck
Planning Intern Ella Kirchman

Others: None

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES – June 18, 2025

MOTION: Ms. Romzek, seconded by Mr. Willecke to approve the meeting minutes of June 18, 2025.

Motion carried 6-0-0

PUBLIC HEARING

None

OLD BUSINESS

None

NEW BUSINESS

1. Extraterritorial Certified Survey Map (CSM) – 1984 & 1994 Oakridge Rd., Town of Neenah – Parcel 0100312

Director Dearborn presented an extraterritorial CSM for properties located at 1984 and 1994 Oak Ridge Road. The map proposes the creation of two parcels, Lot 1 and Lot 2. The map meets all statutory requirements. The right-of-way was duly dedicated. Director Dearborn clarified the village's authority over

extraterritorial CSMs, which allows for oversight within a one-mile radius and anticipates future annexation possibilities.

MOTION: Mr. Scheibe, seconded by Ms. Romzek, to approve the extraterritorial CSM with the condition of receiving a recorded copy of the CSM.

Motion carried 6-0-0

OTHER BUSINESS

1. Development Activity Report

Director Dearborn reported on the activity for May, noting higher valuations due to commercial developments and rising housing costs.

COMMUNICATIONS

1. Sustainability Committee

Director Dearborn reported the committee did not meet in July.

PUBLIC FORUM

No comments.

ADJOURN

At 5:28 p.m., **MOTION:** Mr. Scheibe, seconded by Mr. Willecke to adjourn.

Motion carried 6-0-0

Respectfully submitted,

Dan Dieck
Associate Planner

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



FOX CROSSING PARKS & RECREATION DEPARTMENT

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

PARK COMMISSION MEETING MINUTES

July 23, 2025

Park Commissioners Present: Jim Beson, Jordyn Kurer, Kathy Sylvester, Suneer Patel, Matt Werner, Jill Rasmussen, Jean Wollerman

Staff Present: Director Amanda Geiser

* * * * *

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

APPROVAL OF MINUTES AND DISCUSSION OF EXPENDITURES

The Park Commission dispenses with the reading of, and adopts, the July 9, 2025, regular meeting minutes. Commissioner Patel motioned to accept the minutes, seconded by Commissioner Kurer. Commissioner Rasmussen and Commissioner Werner abstained. Motion carried.

PUBLIC FORUM

- None

DISCUSSION/PRESENTATION

- A. **2026 Budget Review:** Director Geiser reviewed portions of the proposed 2026 budget. The review included: disc golf, recreation detail, park detail, equipment replacement, equipment purchases, and capital projects. Except for missing capital items, most of the budget items have now been presented. The final budget will be brought forward for final review and a recommendation to the Village Board will occur at the August 13 Park Commission meeting.

REPORTS

- A. **Director Report:** A verbal report was given related to current park projects. Accepted as given
- B. **Commission Reports:**
- **Commissioner Beson:** No report.
 - **Commissioner Kurer:** No report.
 - **Commissioner Patel:** No report.
 - **Commissioner Rasmussen:** No report.
 - **Commissioner Sylvester:** Noted that Suburban Athletics has been working the fields lately which has created quite a bit of dust in the area. She wondered if they should be watering the fields before working them.
 - **Commissioner Werner:** No report.
 - **Commissioner Wollerman:** No report.

OLD BUSINESS

- None

NEW BUSINESS

- A. **Fritse Park Box Installation:** Commissioner Sylvester made a motion to approve the installation of a NaloxBox at Fritse Park. Commissioner Patel seconded the motion.

Director Geiser reviewed a request made by officials from the Winnebago County Health Department, Fox Crossing Police Department, and Apricity. Collectively, these agencies have requested permission to place two NaloxBox(es) at Fritse Park in the lower-level men's and women's restrooms. After discussion, the Park Commission was in favor of placing one single box in the lobby area, which would be visible to the security camera system. The approval is allowed on a trial basis. In the event of continued vandalism and abuse, staff would request the box be removed from the park. Commissioner Rasmussen requested that the literature included in the box be kept stocked and updated.

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

CORRESPONDENCE

- None

ADJOURNMENT

Commissioner Sylvester motioned, seconded by Commissioner Kurer, to adjourn the Park Commission meeting at 7:30PM. Motion carried unanimously.

The next Commission meeting is scheduled for August 13, 2025, at the Municipal Complex, 2000 Municipal Drive, Neenah, at 6:00PM.

Sincerely,



Jim Beson

Chairperson - Village of Fox Crossing Park Commission

FOX CROSSING UTILITIES

WATER MAIN BREAK/MISC WATER REPAIR REPORT JULY, 2025

Water Main Breaks

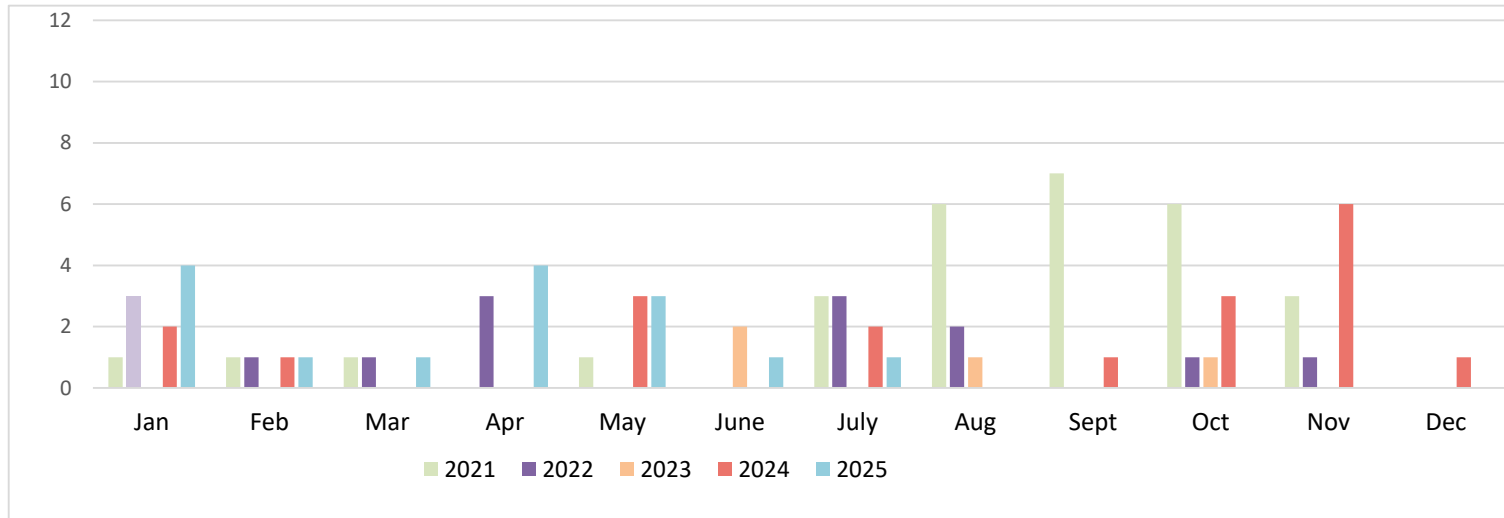
7/23/2025

Kluck St, South of Dawn Ct

6" Main Break

Total water main breaks year to date for 2025 = 15

Total water main breaks this time in 2024 = 8



YEAR	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
2021	1	1	1	0	1	0	3	6	7	6	3	0	29
2022	3	1	1	3	0	0	3	2	0	1	1	0	15
2023	0	0	0	0	0	2	0	1	0	1	0	0	4
2024	2	1	0	0	3	0	2	0	1	3	6	1	19
2025	4	1	1	4	3	1	1						15

Utility Repairs

- 1 7/3/2025
- 2 7/8/2025
- 3 7/9/2025
- 4 7/29/2025

194 Gail Ln
Mayer St @ Twelve Oaks Ln
Clayton Ave
1440 Oneida St

Repaired service leak
Repaired hit hydrant
Repaired bent stop box
Raised valve box

FOX CROSSING UTILITIES

Utility Miscellaneous

- 1 CONTINUED WATER AND SEWER RELAY - MARGEO AREA.
- 2 CONTINUED HYDRANT MAINTENANCE ON EAST SIDE.
- 3 CONTINUED EXERCISING MAIN LINE VALVES ON EAST SIDE.
- 4 CONTINUED VALLEY ROAD RELAY.
- 5 CONTINUED WORKING ON EXCHANGING SMALL METERS.
- 6 CONTINUED WITH LEAK DETECTION IN PROBLEM AREAS.
- 7 CONTINUED WORKING ON MOVING END POINTS FOR METERS THAT ARE NOT READING FROM ANTENNAS.

WASTEWATER REPAIR/MISC REPORT JULY, 2025

Wastewater Miscellaneous

1	Lift Station #1 - Brighton Beach Rd	Cleaned drywell. Checked all electrical connections in cabinets. Routine maintenance.
2	Lift Station #2 - Lakeshore Dr & Frances St	Routine maintenance. Generator got new belts and radiator cap.
3	Lift Station #3 - Lakeshore Dr	Routine maintenance.
4	Lift Station #4 - Memorial Dr/Foster St	Changed oil and check mechanical seal in Pump 2. Reset PLC.
5	Lift Station #5 - Green Patch	Routine maintenance.
6	Lift Station #6 - Calumet St	Installed bollard covers. Cleaned station.
7	Lift Station #7 - Stroebe Rd & Harry's Gateway	Routine maintenance.
8	Lift Station #9 - County Rd II (Winchester Rd)	Routine maintenance. Generator maintenance completed. Fixed landscaping in front of building.
9	Miscellaneous:	Installed risers and lids for Ehlers Rd resurfacing Hydro excavated a water valve on Clayton Rd Filled sink hole on Highland Ave Continued cleaning sewer on east side Repaired a manhole on Shady Ln Assisted with a water leak

FOX CROSSING UTILITIES PUMPAGE REPORT

MONTH: July, 2025

	Total water purchased & pumped from wells										
	EAST SIDE				WEST SIDE					TOTAL PUMPED X 1,000	Compare to same month in 2024
	DEEP WELL #5 X 1,000	DEEP WELL #7 X 1,000	PURCHASED CTY/MENASHA X 1,000	TOTAL EAST X 1,000	DEEP WELL #3 X 1000	DEEP WELL #4 X 1,000	DEEP WELL #6 X 1,000	DEEP WELL #8 X 1,000	TOTAL WEST X 1,000		
TOTAL	15,398	-	14,709	30,107	11,478	12,317	-	27,190	50,985	81,092	91,227
AVERAGE/DAY	497	-	474	971	370	397	-	877	1,644	2,615	2,942
MAXIMUM/DAY	534	-	604	1,109	959	1,007	-	1,075	1,954	3,063	3,823
MINIMUM/DAY	327	-	403	836	-	-	-	708	1,395	2,231	2,220

	SERVICE PUMPAGE (Water pumped to distribution system)					
	EAST SIDE	WEST SIDE			TOTAL SERVICE PUMPAGE	Compare to same month in 2024
	PLANT #2 X 1,000	PLANT #3 X 1,000	PLANT #4 X 1,000	TOTAL WEST SIDE X 1,000	TOTAL EAST & WEST X 1,000	
TOTAL	27,632	23,896	26,507	50,403	78,035	87,569
AVERAGE/DAY	891	771	855	1,626	2,517	2,825
MAXIMUM/DAY	1,020	1,071	1,055	2,126	PUMPAGE	3,345
MINIMUM/DAY	797	484	690	1,174	2,157	2,199

WATER LEVEL READINGS						
EAST SIDE DEEP WELLS			WEST SIDE DEEP WELLS			
#5	#7		#3	#4	#6	#8
AVERAGE STATIC	153'	-	61'	61'	-	48'
AVERAGE PUMPING LEVEL	340'	-	159'	156'	-	214'

East Side System Purchased Water					
Month 2025		49%	Month 2024		47%
Year-to-Date		44%	Year-to-Date		46%
			Month, 2023		44%
			Year-to-Date		44%

RES #250825-1

**RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED \$5,500,000 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 2025 Capital Improvement Program including, but not limited to, street improvement projects, water, sewer, stormwater and other capital projects and equipment acquisition (collectively, the "Project");

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

WHEREAS, 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;

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 the 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 (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, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) 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 16 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 FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000). 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 \$5,500,000; 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 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 \$500,000 and that the aggregate principal amount of the Notes shall not exceed \$5,500,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$5,485,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2026	\$315,000
04-01-2027	225,000
04-01-2028	235,000
04-01-2029	290,000
04-01-2030	320,000
04-01-2031	355,000
04-01-2032	390,000
04-01-2033	415,000
04-01-2034	435,000
04-01-2035	455,000
04-01-2036	210,000
04-01-2037	220,000
04-01-2038	230,000
04-01-2039	240,000
04-01-2040	245,000
04-01-2041	255,000
04-01-2042	270,000
04-01-2043	120,000
04-01-2044	125,000
04-01-2045	135,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2026 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 5.25%. 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 2025 through 2044 for the payments due in the years 2026 through 2045 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.

(D) Appropriation. To the extent necessary, the Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2025, if any, as may be set forth on Schedule III of the Approving Certificate.

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 - 2025" (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 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 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 the ownership, management and use of the projects will not cause the Notes 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. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. 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 12. 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 13. 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 14. 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 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the

extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. 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 approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, 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 17. 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 18. 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 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 25th day of August, 2025.

Requested by: Jeremy Searl, Finance Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Salinas, 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 August 25, 2025, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$5,500,000 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 \$5,500,000 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>
04-01-2026	\$315,000	\$_____
04-01-2027	225,000	_____
04-01-2028	235,000	_____
04-01-2029	290,000	_____
04-01-2030	320,000	_____
04-01-2031	355,000	_____
04-01-2032	390,000	_____
04-01-2033	415,000	_____
04-01-2034	435,000	_____
04-01-2035	455,000	_____
04-01-2036	210,000	_____
04-01-2037	220,000	_____
04-01-2038	230,000	_____
04-01-2039	240,000	_____
04-01-2040	245,000	_____
04-01-2041	255,000	_____
04-01-2042	270,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2043	\$120,000	\$ _____
04-01-2044	125,000	_____
04-01-2045	135,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.25%, 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 maturing on April 1, 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on April 1, 20__ or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [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 12 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. 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.

8. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrevocable 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 _____, 2025 pursuant to the authority delegated to us in the Resolution.

Dale A. Youngquist
President

Darla M. Salinas
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 TO APPROVING CERTIFICATE

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, _____, 2025 _____%

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, 2026] 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 2025 Capital Improvement Program including, but not limited to, street improvement projects, water, sewer, stormwater and other capital projects and equipment acquisition, as authorized by a resolution adopted on August 25, 2025 as supplemented by an Approving Certificate, dated _____, 2025 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Village Board for said date.

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 has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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. Salinas
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RES #250825-2

RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$3,290,000 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 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

WHEREAS, 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 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 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 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 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 2015B Bonds, the 2017 Bonds, the 2018 Bonds, the 2019 Bonds and the 2020 Bonds; and

WHEREAS, pursuant to a resolution adopted on September 9, 2024, as supplemented by an Approving Certificate, dated October 9, 2024 (collectively, the "2024 Resolution"), the Village issued its Waterworks System and Sewerage System Revenue Bonds, dated October 30, 2024 (the "2024 Bonds"), which bonds are payable from the Revenues of the System and are on a parity with the 2015B Bonds, the 2017 Bonds, the 2018 Bonds, the 2019 Bonds, the 2020 Bonds and the 2023 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 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution, the 2020 Resolution, the 2023 Resolution and the 2024 Resolution permit the issuance of bonds payable from the Revenues of the System on a parity with the outstanding 2015B Bonds, 2017 Bonds, 2018 Bonds, 2019 Bonds, 2020 Bonds, 2023 Bonds and 2024 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 THREE MILLION TWO HUNDRED NINETY THOUSAND DOLLARS (\$3,290,000) 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 THREE MILLION TWO HUNDRED NINETY THOUSAND DOLLARS (\$3,290,000). The purchase price to be paid to the Village for the Bonds shall not be less than 96.50% 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 3.50% 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 2.40% 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 \$3,290,000; 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 \$250,000 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 \$250,000 and that the aggregate principal amount of the Bonds shall not exceed \$3,290,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$3,165,000.

<u>Date</u>	<u>Principal Amount</u>
05-01-2027	\$105,000
05-01-2028	110,000
05-01-2029	115,000
05-01-2030	125,000
05-01-2031	125,000
05-01-2032	135,000
05-01-2033	140,000
05-01-2034	150,000
05-01-2035	160,000
05-01-2036	165,000
05-01-2037	170,000
05-01-2038	180,000
05-01-2039	185,000
05-01-2040	195,000
05-01-2041	205,000
05-01-2042	210,000

<u>Date</u>	<u>Principal Amount</u>
05-01-2043	\$220,000
05-01-2044	230,000
05-01-2045	240,000

Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2026 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 5.50%. 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. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 26. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to

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

Section 27. 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, the 2023 Resolution and the 2024 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, the 2023 Resolution or the 2024 Resolution, the 2015A Resolution, the 2015B Resolution, the 2017 Resolution, the 2018 Resolution, the 2019 Resolution, the 2020 Resolution, the 2023 Resolution or the 2024 Resolution shall control so long as any bonds of the Outstanding Prior Issue authorized by such resolution are outstanding.

Adopted this 25th day of August, 2025.

Requested by: Jeremy Searl, Finance Director

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Salinas, 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 August 25, 2025, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$3,290,000 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 \$3,290,000 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 \$250,000 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>
05-01-2027	\$105,000	\$_____
05-01-2028	110,000	_____
05-01-2029	115,000	_____
05-01-2030	125,000	_____
05-01-2031	125,000	_____
05-01-2032	135,000	_____
05-01-2033	140,000	_____
05-01-2034	150,000	_____
05-01-2035	160,000	_____
05-01-2036	165,000	_____
05-01-2037	170,000	_____
05-01-2038	180,000	_____
05-01-2039	185,000	_____
05-01-2040	195,000	_____
05-01-2041	205,000	_____
05-01-2042	210,000	_____
05-01-2043	220,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
05-01-2044	\$230,000	\$ _____
05-01-2045	240,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.50%, 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 96.50% 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 3.50% 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 2.40% of the principal amount of the Bonds.

4. Redemption Provisions of the Bonds. The Bonds maturing on May 1, 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on May 1, 20__ or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [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 _____, 2025
pursuant to the authority delegated to us in the Resolution.

Dale A. Youngquist
President

Darla M. Salinas
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 TO APPROVING CERTIFICATE

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 Note)

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, _____, 2025 _____%

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, 2026] 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 August 25, 2025, and entitled: "Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$3,290,000 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 _____, 2025 (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 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, Waterworks System and Sewerage System Revenue Bonds, dated November 13, 2023 and Waterworks System and Sewerage System Revenue Bonds, dated October 30, 2024. 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.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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. Salinas
Village Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

RES #250825-3

**DEVELOPER AGREEMENT AND ESCROW, SECURITY AND DEPOSIT ACCOUNT
CONTROL AGREEMENT – HORIZON CROSSING SUBDIVISION**

WHEREAS, the Developer, Tom McHugh of Tom McHugh Construction, LLC, plans on constructing a fifty-eight (58) unit single-family subdivision located on Jacobsen Road; and

WHEREAS, a development agreement is required specifying and guaranteeing that all required infrastructure needed for this development is properly installed and completed.

NOW, THEREFORE, BE IT RESOLVED that the Village of Fox Crossing Board of Trustees hereby authorizes the Village President and Village Clerk to sign the development agreement for Horizon Crossing Subdivision, as attached, subject to final review by the Village Attorney and Village staff.

BE IT FURTHER RESOLVED, that approval of the developer agreement is subject to the submittal of funds to cover inspections, attorney and other fees documented in the Developer Agreement and required by Village ordinances.

BE IT FURTHER RESOLVED, that the Village Board approves the Escrow, Security and Deposit Account Control Agreement, as attached, to provide security for the construction of the infrastructure for the development.

BE IT FURTHER RESOLVED, that the Village Clerk shall record a copy of the Developer's Agreement with the Winnebago County Register of Deeds.

Adopted this 25th day of August, 2025

Requested by: George Dearborn, Director of Community Development

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Salinas, Village Clerk

DEVELOPER AGREEMENT
Horizon Crossing Subdivision

CONTRACT FOR ROAD AND UTILITY IMPROVEMENTS

THIS AGREEMENT, made this ____ day of _____, 2025, by and between:

Name: Tom McHugh Construction, LLC
Address: P.O. Box 54
Greenville, WI 54942

Contact Person: Tom McHugh
Telephone: 920-540-1167
Address: P.O. Box 54
Greenville, WI 54942

hereafter referred to as the “Developer,” and the Village of Fox Crossing, Winnebago County, Wisconsin, hereafter referred to as the “Village,” whose offices are located at 2000 Municipal Drive, Neenah, WI 54956.

WITNESSETH;

WHEREAS, this Agreement is a necessary precondition to the subdivision of land within the Village, and shall govern the lands described in the attached “Exhibit A.”

WHEREAS, the Developer has received all of the necessary approvals from the Village for the development of a project known as: Horizon Crossing Subdivision.

WHEREAS, a copy of said approved development and all other required approvals is made a part hereof and incorporated by reference.

WHEREAS, in the case of developments, certain road and utility improvements are deemed necessary by the Village to serve the development and to be dedicated for the benefit of the lands subject to this Agreement.

NOW, THEREFORE, in consideration of said approval, the Developer agrees to the following:

ARTICLE I. ROAD, UTILITY, AND OTHER CONSTRUCTION

Developer shall install, at the Developer’s own expense according to plans and specifications as approved by the Village in accordance with the provisions of the Village Land Division Ordinance (Chapter 419), Village Streets and Sidewalks Ordinance (Chapter 337), Village Sewer and Water Ordinance (Chapter 325) Village Development Ordinance (Chapter 394), Village Zoning Ordinance (Chapter 435), Village Erosion Control Ordinance and Stormwater Management (Chapter 400), Village of Fox Crossing Standard Specifications for Storm Sewer

and Street Construction, Village of Fox Crossing Standard Specifications for Sanitary Sewer and Water Utility Construction, Village Road and Trail Specifications made a part hereof and incorporated by reference the following:

A. IMPROVEMENTS

The Developer shall install all required improvements as specified by the Village in conformance with the Village ordinances and standards identified above and as follows:

1. **Roads** Public and/or private roads shall be installed as shown on the development plan and as specified by the Road and Trail Specifications. Roadway width to be 33-ft back of curb to back of curb, including 30-inch mountable concrete curb and gutter within a 54 ft. right-of-way.
2. **Water** Water lines and laterals are to be installed in conformance with the Village's Specifications for Sanitary Sewer and Water Construction.
3. **Sewer** Sewer lines are to be installed in conformance with the Village's Specifications for Sanitary Sewer and Water Construction.
4. **Storm Sewer** Storm sewer improvements, including laterals are to be installed in conformance with the Village of Fox Crossing Standard Specifications for Storm Sewer & Street Construction.
5. **Surface Drainage Systems and Storm Water Facilities** The Developer shall install a detention pond as specified in the approved drainage plan to achieve compliance with the required storm water regulations of the Village. In addition, all other surface drainage from adjacent property shall be accommodated to ensure that the flow does not increase due to any redirection of this flow. The easement with the specific requirements and specifications of the Village shown on Exhibit F shall be dedicated to the public prior to the authorization of any construction.
6. **Street Signs** Street signs will be required to identify the access road.
7. **Street Lights** The developer is responsible for required street lights meeting Village policies and as specified in Article I D.
8. **Pedestrian Trails** The Village of Fox Crossing does not require installation of sidewalks in connection with the construction of the development but reserves the right to require sidewalks at a future date when they are deemed necessary by the Village. The current owners located within this development at the time of any sidewalk installation by the Village may be assessed for these future sidewalks.
9. **Parks** A fee in lieu of park land dedication is required.
10. **Street Trees** No Street Trees are required, but one tree in the front yard of each home is encouraged.
11. **Undeveloped Lot Assessments** The Village assessor will assess all undeveloped lots used for agricultural purposes at an agricultural rate subject to state law.

B. GRADING AND EROSION CONTROL

The Developer shall provide the following grading and erosion control:

1. Grade land adjacent to public or private roads and other rights of way, to the maximum slopes as approved on the plans, and to take other measures as contained in the plans or specifications to prevent or control erosion, and to preserve sub-base and surface grades being established.
2. Grade vision corners at intersections in accordance with the Village of Fox Crossing Zoning Ordinance when necessary.
3. Grade and restore all drainage easements in accordance with the approved drainage plan. Establishing the correct elevation within the drainage easement areas ensures that future property owners can finish lawns to match the established drainage easement. Every precaution shall be made to protect and preserve these areas from further disturbance throughout development of the project.

C. ROADS, STREETS, AND STORM SEWERS

Roads, Streets and Storm Sewers shall be installed as follows:

1. Public roads or streets will be installed by Developer at Developer's cost in this development. All roads will be public and shall be constructed as specified in the Development Plan and meeting the specifications of the Village of Fox Crossing. After the final plat is recorded and accepted by the Village and after the Village accepts said roads in gravel condition, roads shall be plowed by the Village but otherwise be maintained by the Developer. When the Village fully and finally accepts the fully complete roads with all asphalt layers installed, the warranty period on the roads shall begin. Upon Developer's compliance with all warranty obligations, the Village will maintain all roads going forward. The warranty period on all utilities will begin upon acceptance of said utilities.
2. The Developer is responsible for all costs of constructing, and installing adequate facilities for storm sewer, surface drainage systems, and stormwater facilities throughout the entire development in accordance with the approved plans. This includes installation of a storm sewer laterals and the use of the current and new detention ponds along with other acceptable methods of detention and treatment.
3. The Developer hereby agrees to replace plant materials, which die or are substantially damaged, at the Developer's expense, and repair graded areas which erode or are otherwise damaged after installation, whether said death or damage is caused by an act of nature or by the activities of others, such as contractors or property owners. This provision shall not preclude the Developer from seeking recovery of costs when others cause damage; however, the Developer's obligation to make timely replacements and repairs shall not be delayed while recovery is sought from others.
4. The Developer shall install and maintain, or shall arrange with all contractors that the contractors install and maintain those barricades, signs, warning lights, earth berms,

mounds or other protective measures, as set forth in the plans and specifications, which are hereby agreed to be reasonably necessary for the safety of the public during the improvement of the subject tract. These measures shall only be removed after approval by an authorized representative of the Village.

5. All necessary street and traffic signs and the installation of these signs shall be at the cost of the Developer and shall be installed by the Village of Fox Crossing upon completion of roadway construction.
6. The property owner shall be responsible for the maintenance of all right of way from the edge of pavement to the property line of the adjacent property. This maintenance shall consist of mowing and weed control.
7. If Developer fails to do so, the Village may maintain the gravel roadways, which may include street grading and installation of additional gravel as deemed necessary until the final acceptance of the streets. The cost of such maintenance shall be taken out of the Developers escrow under street maintenance. If the cost exceeds the escrow the developer shall be billed for any additional costs.

D. STREET LIGHTS AND TRAFFIC CONTROL SIGNALS

Street lights shall be installed meeting or exceeding the minimum requirements under the Village of Fox Crossing Street Lighting Policy. Prior to the approval of any street light agreements from We Energies, the Village shall review the proposed street lighting design and may require additional lighting over and above the minimum recommended lighting requirements if this is reasonably deemed necessary due to safety or other unique circumstances. All streetlights shall be direct cut-off design to support Dark Skies efforts. Wooden poles are prohibited under the Land Division Ordinance (Chapter 419).

E. STORM WATER DETENTION AND TREATMENT

The Developer shall use as specified in the Stormwater Management Plan facilities to achieve compliance with the required all current stormwater standards of the Village and the Wisconsin Department of Natural Resources. In addition, all the other flow from adjacent property shall be accommodated to ensure that the flow does not increase due to the redirection of this flow.

ARTICLE II. GENERAL CONDITIONS

A. ENGAGING QUALIFIED CONTRACTORS

The Developer agrees to engage contractors for all work included in this Agreement who are qualified to perform such work.

B. WORK ACCORDING TO APPROVED PLANS AND SPECIFICATIONS

The Developer agrees to use materials and make the various installations, in accordance with the approved plans and specifications, made a part hereof and incorporated by reference, including those standard specifications of both the Village of Fox Crossing Utility District for the installation of water and sewer mains and the Village of Fox

Crossing for the installation of storm sewer and street construction. The attached “Exhibit C” is a “Final Acceptance Checklist” requirements for the for the Village of Fox Crossing.

C. PAYMENT OF VILLAGE REVIEW AND INSPECTION FEES

The Developer shall be responsible for the following review or inspection fees:

Review Fees:

Administration Fees: \$ 2,000

Attorney Fees: \$ 3,500

Total Review Fees: **\$ 5,500**

Inspection Fees:

	Total Days	Regular Hours	Total Cost
Sanitary Sewer	22	168	\$16,800
Water Main	19	152	\$15,200
Storm Sewer	23	184	\$18,400
Roadway	17	136	\$13,600
Project Supplies			\$1000
Total Inspection fees	80	640	\$65,000

Total Review and Inspections Fees: \$70,500

(Inspections fees are estimated. If inspections require additional time the developer will be billed for the additional time required for inspections. If the inspection reviews take less time than estimated then the remaining inspections fees will be refunded.)

A Sewer Main and Sewer Service Lateral Repair Inspection Permit shall also be required. The fee for this permit is due and payable when new sewer service is requested.

D. TIME SCHEDULE AND CONSTRUCTION CONTRACT COPIES

1. Attached hereto is “Exhibit B,” the “Construction Contract and Work Schedule,” for each major phase of work to be performed under this Agreement, including estimated starting and completion dates. The parties hereby agree to abide by this schedule. If it becomes impractical to continue the schedule of “Exhibit B,” provided the impracticality arises from causes beyond the control of both parties to this Agreement, such as, significant unforeseen subsoil conditions, weather or other acts of nature, strikes, area-wide shortage of materials or social disorders, either party to this Agreement may submit a revision to “Exhibit B” for negotiation and acceptance by the other party.
2. The Developer may seek, and the Village may grant, waivers to the forgoing provision in the case of later work elements, which are not dependent upon proper

completion of earlier phases of work. The granting of any such waiver shall be conditioned upon establishing dates for the submittal of executed contracts on the later work.

E. INSURANCE

1. The Developer shall require that all contractors engaged to perform work under this Agreement comply with Village Ordinances pertaining to damage claims and contractor's liability with the Village prior to or at the time of the filing of the above-mentioned contract copies.
2. Unless provided otherwise by law, contractors shall maintain and provide the Village a certificate verifying insurance that will protect them from claims under Workmen's Compensation Acts and from other claims for damages or personal injury, including death, which may arise from operations under this contract, including those by subcontractors, with minimum allowable limits as follows:

Property Damage Each Accident	\$1,000,000
Public Liability-Bodily Injury Single Limit or Equivalent Each Accident	\$1,000,000
Workmen's Compensation Motor Vehicle Liability	Statutory Limits \$1,000,000

F. PAYMENT OF OUTSTANDING ASSESSMENTS AND CHARGES

The following outstanding charges or assessments shall be due and payable as follows. This does not include other current building fees which will be based on final square footage and/or construction value:

1. Current Park Fees in Lieu of Land Dedication (the Parties acknowledge that Municipal Code Section 419-12 ordinarily requires dedication of park land as a condition of subdivision; however, in the instant case, the Parties agree that Developer shall pay a fee in Lieu of Land Dedication in accordance with following schedule):

Total Park Fees in Lieu of Land Dedication: 58 Single Family Dwellings: \$74,842.04 at \$1,290.38 per unit

The above total amount is payable following execution of this Agreement and contemporaneous with the recording of the final plat and closing of the sale of lots from Jacobsen Prairie Project, LLC to the Developer.

2. Current Park Impact Fee

Total Current Park Impact Fee: 58 single family units at \$823.00 per unit \$47,734

Payable upon issuance of building permit. *(Note this fee is the current fee which can change on an annual basis. So the fee payable may vary from the above estimate.)*

3. Sanitary Sewer Connection Charges **\$448/dwelling unit**

**Total Sanitary Sewer Connection Charge: 58 units at \$448 per unit
\$25,984.00**

Payable upon issuance of building permit

4. Interceptor Fee **\$1,500 per acre**

**Total Interceptor Fee: 12.5 acres at \$1,500 per acre \$18,750
Payable upon with the acceptance of this development agreement**

5. Street Trees

(The planting of street trees on each lot facing the public road is encouraged but not mandatory. The Village has a recommended list of trees for planting)

6. Street Maintenance & Street Signs **\$1,500**

(This fee is for the grading of the gravel roads by the Village prior to installing asphalt along with an estimated fee for street signs. If the fee exceeds this amount the developer shall be billed for the additional costs.)

All other required fees are based on the current building fee schedule.

ARTICLE III. DEDICATION AND GUARANTEE

A. DEDICATION AND ACCEPTANCE OF PUBLIC FACILITIES

1. The Developer agrees that all dedications to the public of lands and improvements covered by the accompanying Agreement are made without conditions and the Developer further agrees that all required impact fees shall be paid prior to the dedication and acceptance.
2. The Developer further agrees that no improvements may be offered to the Village for acceptance of the dedication unless all review and inspection fees identified under *Article II, paragraph C*, are paid in full, and that all contractors who have performed work hereunder have received payment in full for their materials and services, certified in the form of affidavits, which shall be presented to the Village. The affidavits presented to the Village shall include the contract with any subcontractor, the dates upon which work and/or service was performed and a lien waiver from the subcontractor indicating that subcontractor has received payment in full.
3. Building permits will not be issued by the Village until all utilities are installed and accepted by the Village, the final plat is accepted and recorded, and the roads and streets are accepted by the Village in gravel condition. .
4. The Developer shall provide an itemized listing of all costs and quantities associated with utility and road construction including water mains, hydrants, valves, pipes, manholes, sewer mains and interceptors, roads, culverts, storm sewers, trails, and detention ponds. The Developer shall also provide total footage and sizes of all pipes, roads, and storm sewers. At the time of acceptance and on or before December 31 annually until completion of all public infrastructures, the Developer shall submit an itemized listing of all costs, quantities, lengths, and sizes shall be submitted. The itemized listing shall be broken down by street and easement. Funds of one thousand five hundred dollars (**\$1,500.00**) dollars shall be escrowed to ensure that the above information is submitted on or before December 31 annually. These funds shall be used to offset any and all costs incurred by the Village to obtain this information should the Developer fail to do so. These costs shall include a mandatory \$300 administrative fee. Any costs in excess of the funds escrowed shall be billed to the developer. All funds escrowed shall be returned to the developer if they are not needed.
5. The Developer shall provide the Village with (1) electronic copy of as-built plans in a format acceptable to the Village of Fox Crossing Community Development Department and an electronic copy of final engineering plans, in a current release of AutoCAD, to be supplied to the Village Engineer, McMahon, for final record drawings.

B. GUARANTEE

The Developer hereby agrees to guarantee all work performed under this Agreement for a period of three (3) years from the respective date of final acceptance by the Village Board of Trustees for sewer, water, storm sewer, and trails. Such guarantee shall be against

defects in materials or workmanship. If a defect in materials or workmanship should appear, the Developer agrees to make the required replacement or acceptable repairs, at the Developer's own expense. The expenses shall include total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repair or replacement is required.

If the Developer fails to make required replacement or repairs, or the repairs or replacements are not completed to the Village's satisfaction, the Village shall have the option of making the repairs and collecting the costs of the replacement or repairs through any legal means available to the Village.

The Village shall have the right to levy a special assessment for any costs or expenses incurred in replacement or repairs costs.

ARTICLE IV. SURETY AGREEMENT FORM, AMOUNT OF SURETY OR OTHER ENFORCEABLE SECURITY

The Village and Developer shall enter into a separate Escrow, Security, and Deposit Account Control Agreement for the purpose of providing security to the Village in an amount necessary to cover the cost of the required public improvements hereunder. Said Agreement shall be in the initial amount of \$1,328,400, which shall be subject to release in the manner described therein.

ARTICLE V. RIGHTS OF RECOVERY

The parties agree that certain improvements being installed by the Developer while related to the subject tract of land, benefit a larger area, and therefore, the Developer should be reimbursed without interest for those costs hereinafter set forth:

1. No Rights of Recovery

ARTICLE VI. RECORDABILITY OF AGREEMENT

These documents shall be executed in recordable form so as to give notice to all third parties of the duties of the Developer and the rights of the public. However, if the Village does not cause this document to be recorded, the duties of the Developer shall not be changed and the Village may fully enforce its rights to assure compliance with the Agreement. The Village may record a memorandum of this Agreement as an alternative to recording the entire document.

ARTICLE VII. ASSIGNABILITY BY DEVELOPER

The rights and duties of the Developer may not be assigned without the written consent of the Village.

ARTICLE VIII. REQUIRED FULL TIME INSPECTION OF UTILITIES

An inspector supplied by the Village's Engineer shall be responsible for the on-site inspections of storm sewers, sanitary, and water systems. Said inspector shall be on-site prior to any work performed for water, sanitary sewer, and storm sewer systems.

ARTICLE IX. WAIVER OF SPECIAL ASSESSMENT

Developer waives special assessment notices and hearings pursuant to the provisions of Wis. Stat. § 66.0703. In addition, Developer hereby consents to the levying of special assessments against the Development for the cost of the Improvements if Developer fails to timely or properly construct any Improvements as required by this Agreement. At the Village's option, said special assessments may be 1) levied against all of the lands described as "Exhibit A;" 2) the Village may apportion a special assessment amongst all lots contained within the Development, with each lot being assessed an amount equal to a fraction, the numerator of which shall be the total cost of improvements that Developer fails to timely or properly construct contrary to this Agreement and the denominator of which shall be the number of lots within the Development; or 3) the Village may levy special assessments against an individual lot or group of lots for improvements relating to a particular lot or lots that Developer has failed to timely or properly construct in accordance with this Agreement. The waivers referenced herein shall run with the land and bind Developer, Jacobsen Prairie Project LLC, and their respective successors and assigns.

ARTICLE X. THIRD PARTY ACKNOWLEDGMENT

The parties acknowledge that Jacobsen Prairie Project LLC will retain ownership of certain lots within the Development. Jacobsen Prairie Project LLC is a signatory to this Agreement solely for the purposes of acknowledging and consenting to the terms thereof but, with the exception of the special assessment waiver referenced in Article IX, shall have no obligation to undertake, perform, or complete any of the duties, improvements, construction obligations, or other responsibilities assigned to or required of the Developer under this Development Agreement, including but not limited to public improvements, infrastructure installation, or any financial guarantees.

Jacobsen Prairie Project LLC shall cooperate reasonably with the Village and Developer in furtherance of the orderly implementation of the Development Agreement, provided such cooperation does not impose additional obligations or liabilities on the Jacobsen Prairie Project LLC inconsistent with this provision.

Dated this ____ Day of _____, 2025

VILLAGE OF FOX CROSSING

BY: _____
Dale A. Youngquist, Village President

STATE OF WISCONSIN
County of Winnebago
Subscribed and sworn to before me
This _____ Day of _____, ____.

Signature of Notary, or Person Authorized to Administer Oaths.
My Commission Expires: _____
Title, if not Notary: _____

BY: _____
Darla M. Salinas, Village Clerk

STATE OF WISCONSIN
County of Winnebago
Subscribed and sworn to before me
This _____ Day of _____, ____.

Signature of Notary, or Person Authorized to Administer Oaths.
My Commission Expires: _____
Title, if not Notary: _____

TOM MCHUGH CONSTRUCTION, LLC

BY: _____
Tom McHugh

STATE OF WISCONSIN
County of Winnebago
Subscribed and sworn to before me
This _____ Day of _____, ____.

Signature of Notary, or Person Authorized to Administer Oaths.
My Commission Expires: _____
Title, if not Notary: _____

JACOBSEN PRAIRIE PROJECT LLC

BY: _____

Authorized Representative

Printed Name

STATE OF WISCONSIN

County of Winnebago

Subscribed and sworn to before me

This ____ Day of _____, ____.

Signature of Notary, or Person Authorized to Administer Oaths.

My Commission Expires: _____

Title, if not Notary: _____

This Instrument Reviewed by:

Andrew Rossmeissl Attorney, Herrling Clark Law Firm, 800 N Lynndale Ave. Appleton, WI 54914

EXHIBIT A

Legal Description

Part of the Southwest, Southeast Section of Section 18 described as Lot 1 of CSM 5953 consisting of 12.50 acres all located in Winnebago County in the Village of Fox Crossing, Wisconsin.

Map

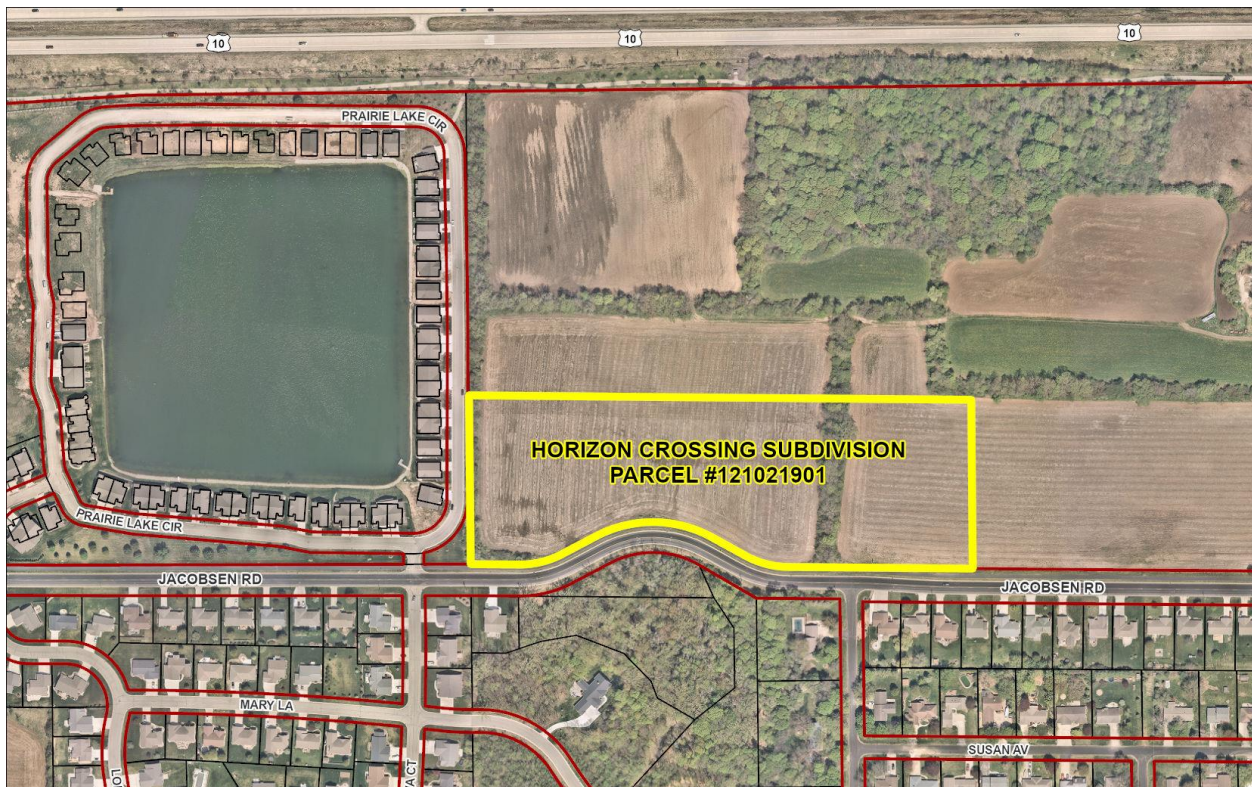


EXHIBIT B

Construction Schedule and Cost Estimate

ESTIMATE OF QUANTITIES

Jacobean Prairie
Village of Fox Crossing

No.	Description	Units	Total	Unit Price	Total
Sanitary Sewer					
1	8" Sanitary Sewer	Lf.	1827	\$48.00	\$74,842.00
2	48" Sanitary Manholes (less than 15' deep)	v.f.	44.26	\$426.00	\$18,810.50
3	Manhole Castings NF R-1550-A	each	8	\$996.00	\$7,968.00
6	4" Sanitary Lateral	Lf.	2638	\$46.00	\$114,210.00
8	4" Sanitary Connections	each	58	\$200.00	\$11,600.00
					\$227,422.50
Water Main					
1	8" Water Main	Lf.	1655	\$52.30	\$86,558.50
2	1 1/4" Water Service Connections	each	58	\$695.00	\$40,310.00
3	1 1/4" Water Service Lateral	Lf.	2135	\$20.50	\$43,767.50
4	8" Valve	each	6	\$2,095.00	\$14,970.00
5	8" Hydrant Lead	Lf.	74	\$50.00	\$3,700.00
6	8" Valve	each	4	\$2,200.00	\$8,800.00
7	7" Bury Fire Hydrants	each	3	\$5,700.00	\$17,100.00
8	8" Bury Fire Hydrants	each	1	\$5,700.00	\$5,700.00
					\$220,808.00
Storm Sewer					
1	8" Storm Sewer	Lf.	118	\$44.00	\$5,192.00
2	12" Storm Sewer	Lf.	1,178	\$44.00	\$51,832.00
3	15" Storm Sewer	Lf.	147	\$48.00	\$7,056.00
4	18" Storm Sewer	Lf.	468	\$63.00	\$29,358.00
6	24" Storm Sewer	Lf.	494	\$68.00	\$33,582.00
8	30" Storm Sewer	Lf.	496	\$69.00	\$34,156.00
7	48" Storm Manholes	v.f.	48.38	\$570.00	\$26,442.30
8	60" Storm Manholes	v.f.	6.78	\$860.00	\$4,918.00
9	72" Storm Manholes	v.f.	11.87	\$851.00	\$9,931.17
10	Manhole Casting	each	12.0	\$625.00	\$7,500.00
11	24" Yard Drain with Casting	each	3	\$2,400.00	\$7,200.00
12	Pond Outlet Structure	each	1	\$5,000.00	\$5,000.00
13	8" Storm Endwall	each	1	\$450.00	\$450.00
14	15" Storm Endwall with backflow preventer	each	1	\$450.00	\$450.00
15	30" Storm Endwall	each	1	\$625.00	\$625.00
16	2' x 8' Inlets with Castings	each	10	\$2,800.00	\$28,000.00
17	4" Storm laterals	Lf.	2837	\$26.00	\$85,926.00
18	4" Cleanout	each	1	\$1,000.00	\$1,000.00
19	4" Storm Connections	each	58	\$200.00	\$11,600.00
					\$328,829.47
Site Work and Erosion Controls					
1	Tracking Pad	each	1	\$1,800.00	\$1,800.00
2	Silt Fence	Lf.	450	\$2.00	\$900.00
3	Ditch Checks	each	29	\$95.00	\$2,470.00
4	Inlet Protection	each	14	\$95.00	\$1,330.00
5	Swale Construction	Lf.	1,088	\$10.22	\$21,490.66
6	Pond Construction	Ls.	1	\$30,607.22	\$30,607.22
	excavation	c.y.	2,280		
	grading	s.y.	2,307		
	topsoil respread	s.y.	1,160		
7	Seed Fertilizer and Mulch Graded Areas	s.y.	2,629	\$2.40	\$7,030.40
8	Erosion Mat - Class I Type B	s.y.	1,180	\$2.38	\$2,788.80

**Jacobson Prairie
Village of Fox Crossing**

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EXHIBIT C

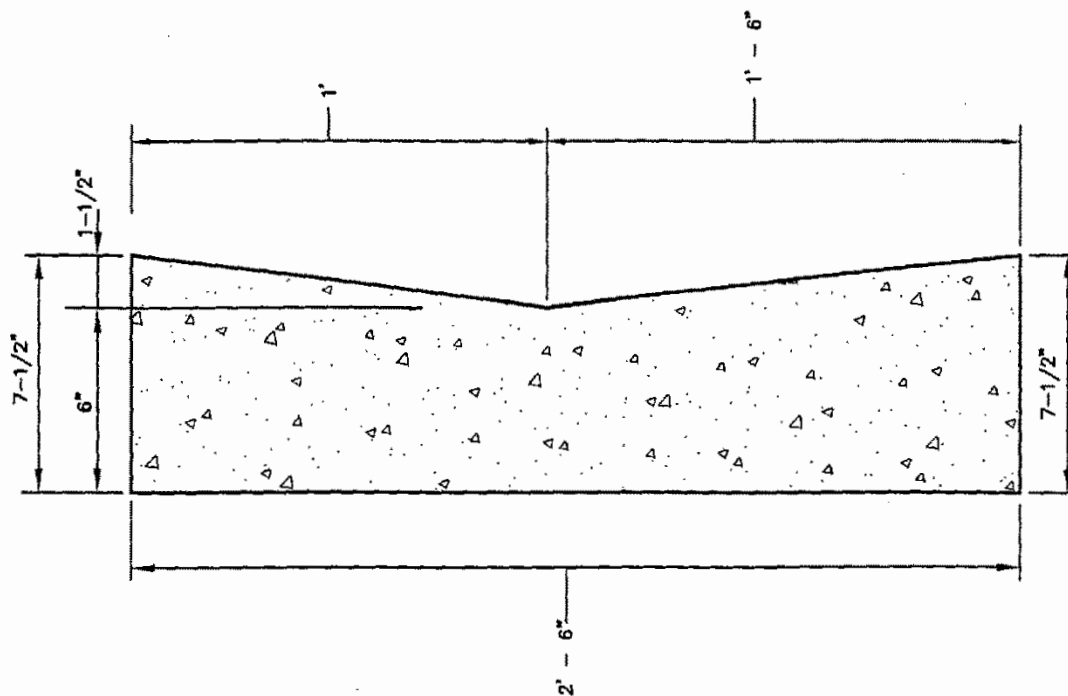
VILLAGE OF FOX CROSSING FINAL ACCEPTANCE CHECKLIST

PRIOR TO THE ACCEPTANCE BY THE VILLAGE OF FOX CROSSING, THE FOLLOWING PROVISIONS SHALL BE MET AND ITEMS PROVIDED TO THE VILLAGE:

1. An on-site meeting and walk-through inspection of the project is required with the utility superintendent and street superintendent and/or their representatives and also representatives from the developer's engineer and the contractors responsible for the installation of said improvements. Inspections of sanitary sewer manholes, water valves, hydrants, storm sewer manholes, inlets, drainage easements, detention basins, street construction and other related items of the development. A punch list of corrective items will be completed. A re-inspection will be required upon completion of the punch list items. A certification letter is required by the developer's engineer indicating installed improvements are in conformance with the Village standard specifications for sanitary sewer, water main, storm sewer and street construction.
2. An itemized listing of all costs and quantities associated with the utility construction including sanitary sewer main, sanitary sewer manholes, water main, valves, hydrants, storm sewer main, storm sewer manholes, inlets, yard drains, laterals, and roadway work including trails and sidewalks. A total footage of each pipe size shall be provided.
3. Lien waivers signed by contractors installing said improvements and accompanying attachments. Lien waivers signed by all suppliers of materials for the project.
4. Certification letter from the developer's engineer stating and certifying all said improvements have been installed and completed in accordance with the approved engineering plans and standard specifications set forth and on file for the Village of Fox Crossing.
5. The final plat and any easements required for utility placement outside of public right-of-way shall be recorded with the Register of Deeds, County Court House and two (2) copies of the recorded documents provided.
6. All applicable IIF (interceptor impact) fees must be paid prior to the authorization of any construction and formal execution of this development agreement by the Village of Fox Crossing. Service availability fee will be payable at the time of connection to the sanitary sewer system based on land use.
7. An electronic copy of the final engineering plans, current release of AutoCAD, to be supplied to the Village Engineer, McMahon, for final record drawings.
8. All outstanding inspection fees and mapping update fees will be invoiced by the Village to the developer. All current invoices are to be paid in full at the time of acceptance. After acceptance, no meters will be installed if any subsequent invoices remain unpaid.

06/10/03 2:15 PM

06/10/03 2:15 PM



30" CURB & GUTTER DETAIL

MCM

McMAHON ■ ENGINEERS
ASSOCIATES, INC. ■ ARCHITECTS
■ SCIENTISTS
■ SURVEYORS

1445 McMahon Drive Neenah, WI 54956
Mailing Address:
P.O. Box 1025 Neenah, WI 54957-1025
TEL: 920-751-4200 FAX: 920-751-4284

Project No. M0003-930501.00 Date 06/03
Drawn By CNC Scale NONE

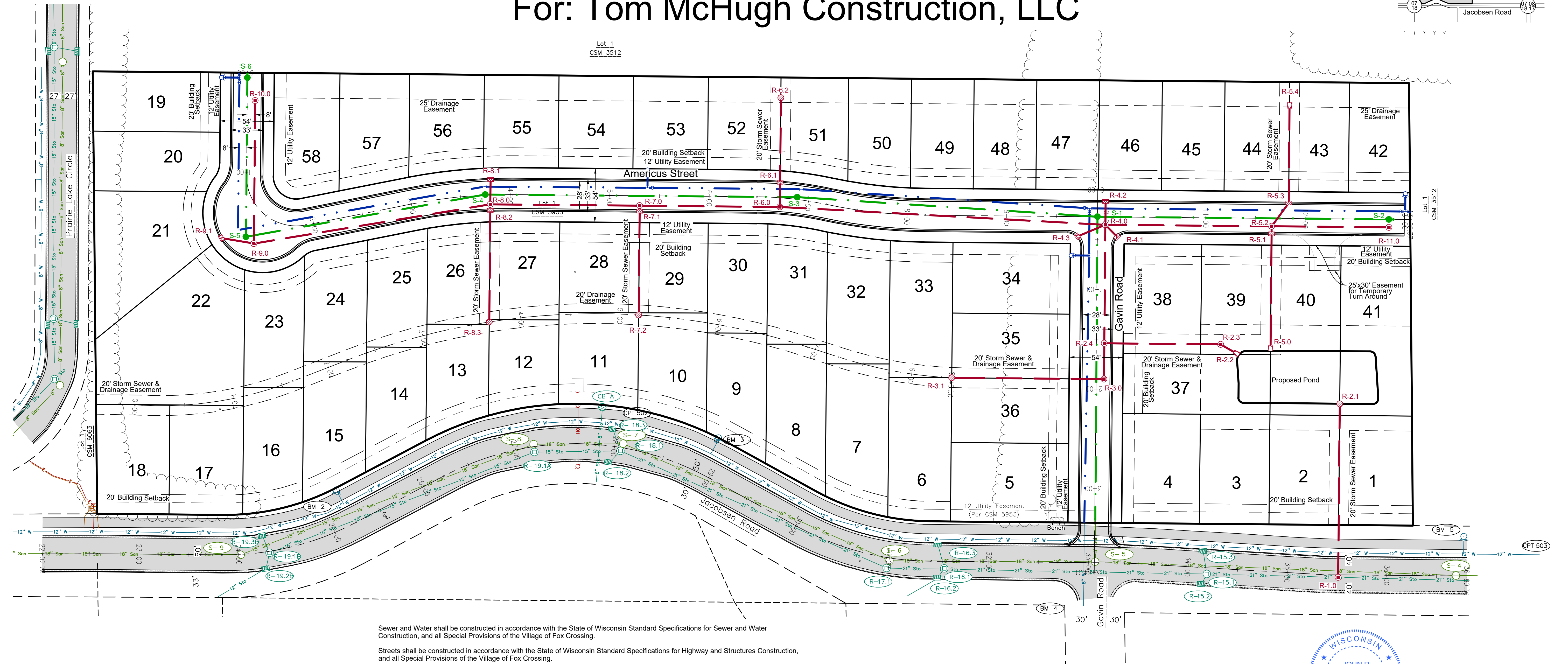
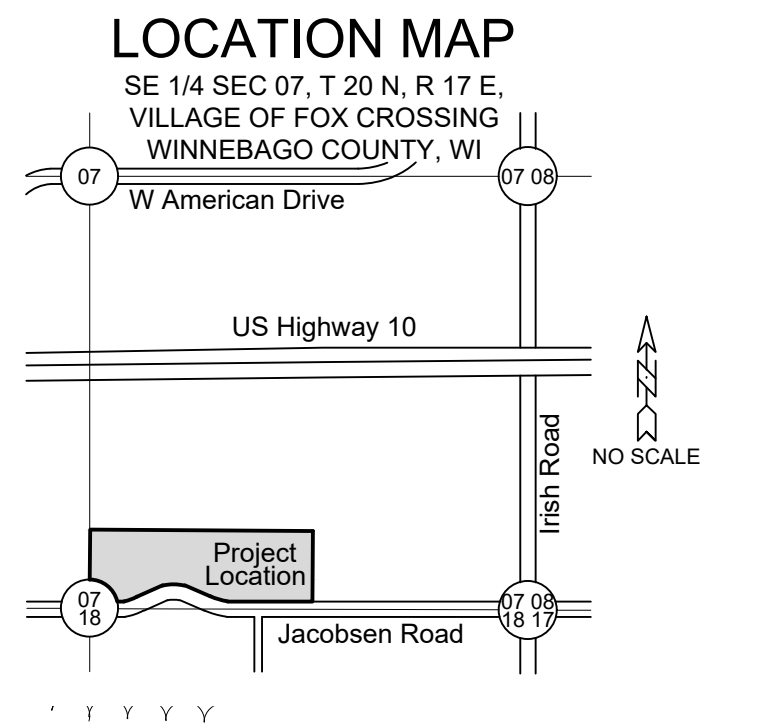
EXHIBIT D

Subdivision Construction Design, Plans, and Plat

Horizon Crossing

Village of Fox Crossing, Winnebago County, WI

For: Tom McHugh Construction, LLC



Sewer and Water shall be constructed in accordance with the State of Wisconsin Standard Specifications for Sewer and Water Construction, and all Special Provisions of the Village of Fox Crossing.

Streets shall be constructed in accordance with the State of Wisconsin Standard Specifications for Highway and Structures Construction, and all Special Provisions of the Village of Fox Crossing.

Contractor shall locate all buried facilities prior to excavating. This plan may not correctly or completely show all buried utilities.

The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.

The Contractor shall comply with all conditions of the Erosion Control Plan and the Storm Water discharge Permit. All Erosion Control shall be done in accordance with the Plan and Wisconsin DNR Technical Standards.

The outside services are shown to stop at a point 5 feet outside the foundation wall. The Contractor shall be responsible for coordination of continuation of the services into the building to properly coincide with the interior plumbing plans, and compliance with all plumbing permits.

The Contractor is responsible for compliance with Department of Safety & Professional Services, Chapter SPS 382, for lateral construction and cleanout locations.

The contractor shall coordinate with provider for electric, gas, and telecommunication service connection and relocations.

Pipe lengths are measured to center of structure. Endwalls are included in pipe length.

Water Pipe shall be PVC C900 D(18), with minimum of 18 gauge, insulated (blue), single-conductor copper tracer wire, or equivalent, per SPS 382.30 (8)(k).

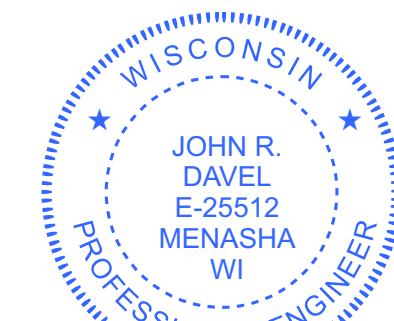
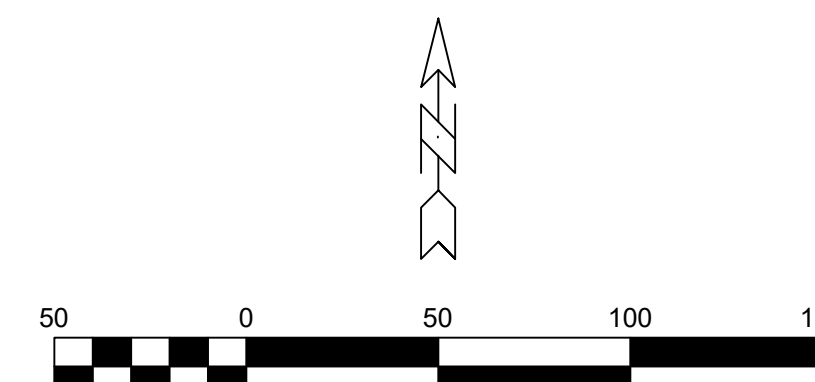
Sanitary Sewer Pipe Main shall be PVC SDR(35), with minimum of 18 gauge, insulated (green), single-conductor copper tracer wire, or equivalent, per SPS 382.30 (11)(h). Sanitary Sewer laterals shall be PVC Schedule 40.

Storm Sewer Pipe shall be PVC SDR(35), Reinforced Concrete Class III, or HDPE, AASHTO M 294, Type S with water tight joints, with minimum of 18 gauge, insulated (brown), single-conductor copper tracer wire, or equivalent, per SPS 382.36 (7)(d)10.a.

LEGEND			
OH	OH	Overhead Utility Lines	Sanitary MH / Tank / Base
E	E	Underground Electric	Storm Manhole
T	T	Underground Telephone	Inlet
San	San	Sanitary Sewer (Pipe Size)	Catch Basin / Yard Drain
Sto	Sto	Storm Sewer (Pipe Size)	Hydrant
800	800	Tree Line	Utility Valve
799	799	Index Contour - Existing	Utility Pole
		Intermediate Contour - Existing	Guy Wire
Proposed Storm Sewer	Proposed Sanitary Sewer	Proposed Storm Manhole	Proposed Reducer
Proposed Sanitary Sewer	Proposed Water Main	Proposed Curb Inlet	Proposed Plug
Proposed Contour	Proposed Swale	Proposed Endwall	Proposed Tee
Proposed Culvert		Proposed Hydrant	Proposed Cross
		Proposed Valve	Proposed 90° Bend
		Proposed Curb Stop	Proposed 45° Bend
		Proposed Cleanout	Proposed 22.5° Bend

SHEET INDEX:

Sheet	Page
Improvement Plans	1.0
Plat/Control Plan	1.1
Drainage and Grading Plan	1.2
Erosion & Sediment Control Plan	1.3
Construction Details	2.1
Sewer & Water Details	2.2
Erosion & Sediment Control Details	2.3
Stormwater Pond Details	2.4
Plan & Profile: Americus Street - Sta 0+00 to 2+00	3.1
Plan & Profile: Americus Street - Sta 2+00 to 7+50	3.2
Plan & Profile: Americus Street - Sta 7+50 to 13+05.37	3.3
Plan & Profile: Gavin Road - Sta 0+00 to 3+84.31	3.4
Plan & Profile: Jacobsen Road Road - Sta 22+02.78 to 35+50	3.5
Plan & Profile: Jacobsen Road Road - Sta 35+50 to 36+80.36	3.6



John R. Davel

IMPROVEMENT PLANS



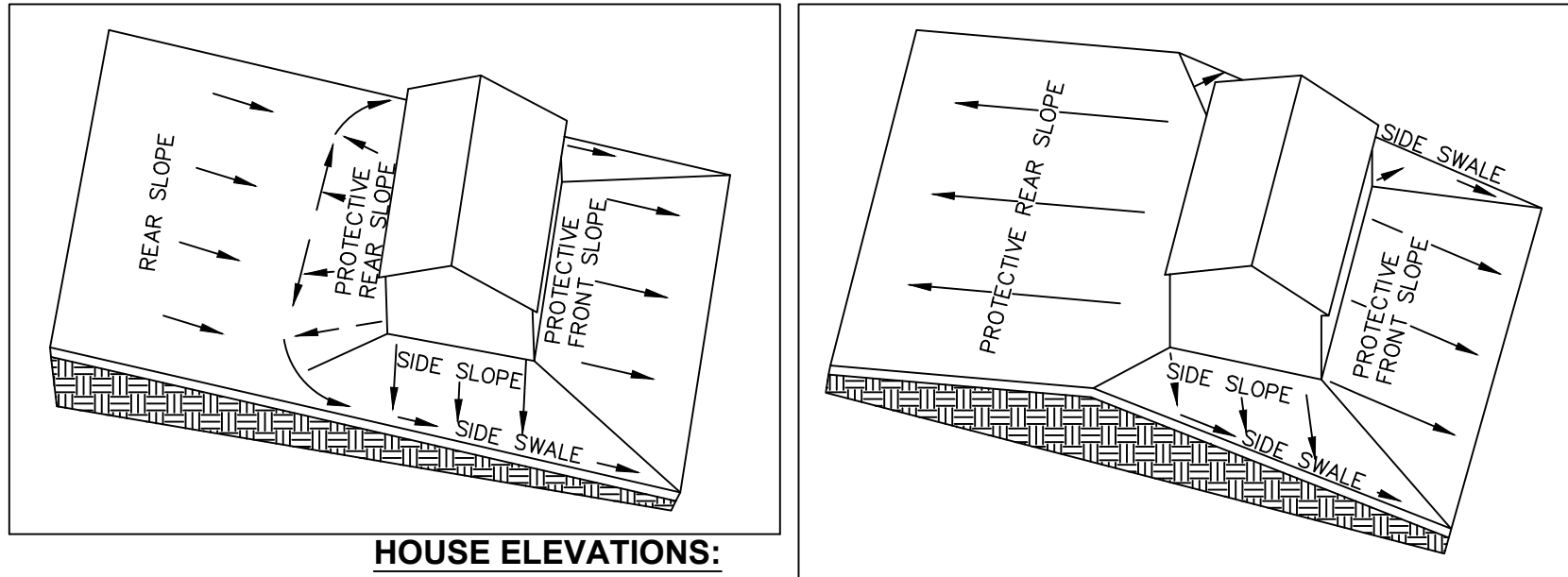
DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

Project Number: 8024
April 28, 2025

Page
1.0

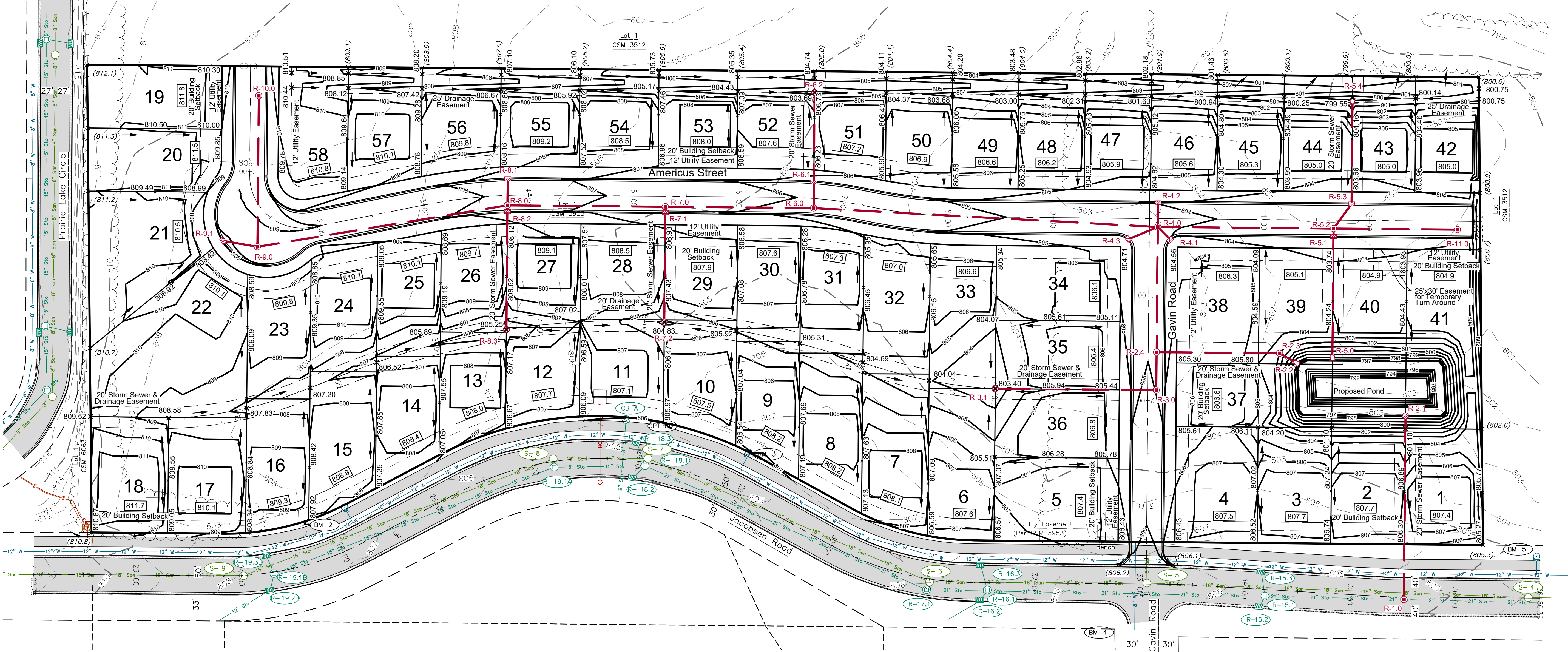
BENCHMARKS (NAVD88)

- BM 0 NGS Benchmark
PID- PN0237, Designation- E 116
Elev 793.37'
- BM 1 Fire Hydrant, Tag Bolt
SE Quad of Ava Ct. @ Jacobsen Rd Intersection
Elev 814.48'
- BM 2 Fire Hydrant, Tag Bolt
±400' NE of BM 1, North R/W of Jacobsen Rd
Elev 809.58'
- BM 3 Fire Hydrant, Tag Bolt
±400' East of BM 2, North R/W of Jacobsen Rd
Elev 808.22'
- BM 4 Fire Hydrant, Tag Bolt
SW Quad of Jacobsen Rd @ Gavin Rd Intersection
Elev 808.33'
- BM 5 Fire Hydrant, Tag Bolt
±400' East of BM 4, North R/W of Jacobsen Rd
Elev 805.85'



HOUSE ELEVATIONS:

The house elevations shall be set to provide positive drainage away from the building in all directions as shown in the above details. House elevations and driveway locations may need to vary depending on size, location, and architecture of the home. Changes to the grading plan or house elevations can be allowed only if an individual lot grading plan is prepared by a professional engineer.



LEGEND

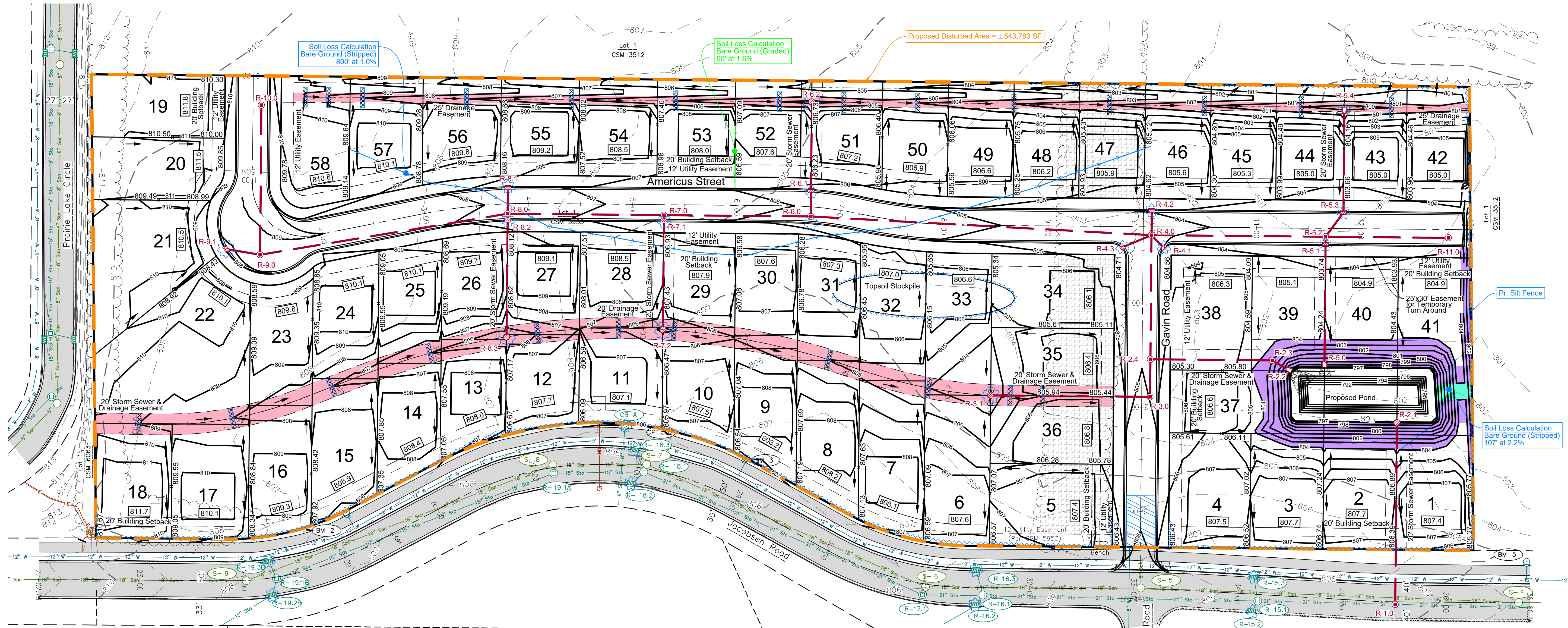
- | | | | |
|--------|---------------------------------|----------------------------------|--------------------|
| OH | Overhead Utility Lines | Sanitary MH / Tank / Base | Electric Pedestal |
| E | Underground Electric | Storm Manhole | Telephone Pedestal |
| T | Underground Telephone | Inlet | Telephone Manhole |
| San | Sanitary Sewer (Pipe Size) | Catch Basin / Yard Drain | Post / Guard Post |
| Sto | Storm Sewer (Pipe Size) | Hydrant | Asphalt Pavement |
| Tr | Treeline | Utility Valve | Concrete Pavement |
| 800 | Index Contour - Existing | Utility Pole | Gravel |
| 799 | Intermediate Contour - Existing | Guy Wire | |
| 608 | Proposed Storm Sewer | Proposed Storm Manhole | |
| 608.73 | Proposed Contour | Proposed Curb Inlet | |
| 608.73 | Proposed Swale | Prop. Catch Basin / Yard Drain | |
| 608.73 | Proposed Culvert | Proposed Endwall | |
| 608.73 | Adjacent Plat Grade | Proposed Rip Rap | |
| 608.73 | Prop. Lot Corner Elevation | Prop. Drainage Direction | |
| 608.73 | Proposed Spot Elevation | Prop. Garage Floor Grade at Door | |
| 608.73 | Existing Grade | | |

NOTES:

- Existing utilities shown are indicated in accordance with available records and field measurements. The contractor shall be responsible for obtaining exact locations & elevations of all utilities, including sewer and water from the owners of the respective utilities. All utility owners shall be notified by the contractor 72 hours prior to excavation. Contact Digger's Hotline (1-800-242-8811) for exact utility locations.
- The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.
- Vegetation beyond slopes shall remain.
- The contractor shall minimize the area disturbed by construction as the project is constructed. Disturbed areas shall be seeded as soon as final grade is established. Contractor shall replace topsoil and then seed, fertilize and mulch all lawn areas within 1 week of topsoil placement.
- Contractor shall remove all excess materials from the site. Earthwork contractors shall verify topsoil depth.
- All sediment and erosion control devices and methods shall be in accordance with the Wisconsin DNR Technical Standards.
- The contractor shall make weekly inspections and inspections within 1 day of any rainfall exceeding 0.5 inches of the sediment and erosion control devices throughout construction. The contractor shall repair or maintain erosion control devices as necessary. The inspection reports shall be made available to the owner at the end of the construction or upon demand during construction.
- The outside services are shown to stop at a point 5 feet outside the foundation wall. The Contractor shall be responsible for coordination of continuation of the services into the building to properly coincide with the interior plumbing plans, and compliance with all plumbing permits.
- Contractor is responsible for compliance with Department of Safety & Professional Services, Chapter SPS 382, for lateral construction and cleanout locations.
- Updated survey and title search have not been authorized and the boundary and easements shown may be inaccurate or incomplete.

NOTES:

- This plan assumes regional storm water coverage/buy-in from the Village's church pond.
- Storm sewer shall be designed to limit discharge to Jacobsen Road sewer to the extent of capacity and provide on-site detention as necessary.
- See sheet 2.1 for storm sewer information.



Planned Sediment and Erosion Control Practices

All erosion control practices shall be in place prior to disturbing the site. All sediment and erosion control devices and methods shall be in accordance with DNR Technical Standards and the WisDOT Erosion Control product acceptability lists (PAL). It is the responsibility of the Contractor to minimize the area disturbed and the duration of the disturbance. Erosion & sediment control measures shall be maintained on a continuing basis until the site is permanently stabilized. All applicable controls must be in place at the end of each work day. All off-site sediment deposits occurring as a result of construction work or a storm event shall be cleaned up at a minimum of the end of each day or as necessary. Flushing shall not be allowed.

Diverting Flow

1) Permanent Diversion - Intended to divert runoff around disturbed areas to a location where the water can be discharged without adversely impacting the receiving area or channel. Permanent diversions will be used to route runoff to the pond.

2) Temporary Diversion - Intended to divert runoff around disturbed areas to a location where the water can be discharged without adversely impacting the receiving area or channel. Unlike a permanent diversion, the temporary diversion will be removed upon the completion of the project. Temporary diversions will be used up slope of any soil piles to reduce the amount of sediment transported. All diversions shall be installed and maintained in accordance with DNR Technical Standard 1066.

Overland Flow

1) Silt Fence - Intended to provide a temporary barrier to the transportation of sediment offsite. Silt fence also reduces the velocity of sheet flow, thereby reducing the erosion potential of flowing water. Silt fencing is not to be used in areas of channelized flow and sediment deposits shall be removed when a 6 inch depth is reached. The silt fence shall be repaired or replaced as necessary to maintain a barrier. All Silt Fence shall be installed and maintained in accordance with DNR Technical Standard 1056. It will be placed at the following locations:
a) along the site boundary between diversion swales and fill slopes
b) along the site boundary at the toe of fill slopes, or where sheet flow may be leaving the site.
c) at the toe of soil piles if the pile will remain in place for more than seven (7) days.

2) Sediment Bale Barrier - Intended to intercept and detain small amounts of sediment from construction operations to prevent sediment from leaving the site. Sediment Bale Barriers are not to be used in areas of channelized flow. All Sediment Bale Barriers shall be installed and maintained in accordance with DNR Technical Standard 1055. Sediment Bale Barriers may be used in place of silt fence around soil stockpiles.

3) Mulching and Erosion Mat - Intended to reduce the

amount of erosion caused by raindrop impact, high overland and concentrated flow velocities and assist the establishment of both temporary and permanent vegetation. All Erosion Mat shall be installed and maintained in accordance with DNR Technical Standards 1052 and 1053 and all Mulching with DNR Technical Standard 1058. In addition to mulching, Erosion Mat is required per plan with installation per manufacturer specifications.

4) Seeding - Intended to provide a reduction of overland flow velocities and stabilize disturbed areas. Seeding will be used on all disturbed areas within seven days of the completion of the activity that will disturb the area. All seeding shall be in accordance with DNR Technical Standard 1059. Seed mixture 40 (per WisDOT Specifications, Section 630) shall be applied at 5 pounds per 1000 square feet for permanent seeding prior to September 15th. If required, temporary seeding shall consist of Oats, Rye, Winter Wheat, and/or Annual Ryegrass applied at rates and during the season specified by the Technical Standard but no later than November 1st. Sod placement may occur at any time sod is available and the sod and soil are not frozen.

Trapping Sediment in Channelized Flow

1) Ditch Checks - Intended to settle suspended sediment in channelized flow by reducing the flow velocity. All Ditch Checks shall be installed and maintained in accordance with DNR Technical Standard 1062. Ditch checks will be used where indicated on the plan as sediment logs. Additional ditch checks may be required in areas where erosion is occurring.

2) Sediment Basin - Intended to detain sediment-laden runoff from disturbed areas for a sufficient time to allow the sediment to settle. A storm water ponds, which serve the development, will function as sediment basins at times, during this phase of construction. It is not the sole source of sediment removal. The Storm water ponds have been installed and maintained in accordance with DNR Technical Standard 1064 and/or the requirements of DNR Technical Standard 1001.

Permanent Channel Stabilization

1) Armored Waterway - Intended to establish a non-erosive lining in the channel to prevent erosion. This can be accomplished using riprap. All areas immediately downstream of pipe outlets will be stabilized using riprap.

2) Vegetated Waterway - Intended to establish permanent vegetation to reduce the velocity of concentrated runoff thereby protecting the waterway from erosion. The type of erosion mat used will depend upon the velocity of the runoff in the channel. Vegetated waterways will be used in the drainage swales as indicated on the plans.

Inlet Protection Barriers

Inlet protection barriers are intended to prevent the sedimentation of stormwater conveyance structures. All Inlet Protection Barriers shall be installed and maintained in

accordance with DNR Technical Standard 1060. As required, inlet protection barriers will be used at all culverts, inlets, yard drains and pond outlet structures.

Gravel Tracking Pad
Gravel tracking pads are intended to reduce the amount of sediment transported onto public roads. The Tracking Pad shall be installed and maintained in accordance with DNR Technical Standard 1057. A tracking pad will be constructed at the site entrance(s) as indicated on the plans.

Dust Control
Dust control is intended to reduce surface to air transport of dust during construction. Dust control shall be implemented with use of methods provided in DNR Technical Standard 1068. These methods include the use of polymers, seeding, and mulch.

Dewatering BMP
Dewatering best-management practices are intended to reduce the amount of sediment conveyed due to dewatering practices. Dewatering practices require compliance with DNR Technical Standard 1061. The use of geotextile bags is required to prevent sedimentation with discharge to the adjacent storm water pond. The bags shall meet the requirements of Technical Standard 1061. Upon completion of the dewatering operation, all materials must be disposed of properly in accordance with all state and local requirements.

Waste Material
All onsite waste and construction materials shall be handled and disposed of properly. No pavement material, runoff from concrete washout, or other waste material is allowed to enter the storm sewer system or receiving waters.

Sequence of Construction

- 1) Obtain plan approval and other applicable permits, Feb 2025.
- 2) Flag work limits, Feb 2025.
- 3) Install Tracking Pads, Feb 2025.
- 4) Install perimeter silt fence, Feb 2025.
- 5) Construct Storm Water Pond and bypass swale, Mar 2025
- 6) Strip topsoil from street right of ways, Mar 2025.
- 7) Grade, seed and mulch perimeter drainage swales, May 2025
- 8) Install sanitary sewer, water mains and storm sewers within proposed streets, March 25 to April 2025
- 9) Construct Proposed Road Subgrades, including terraces, May 2025.
- 10) Install crushed aggregate base course, May 2025.
- 11) Stabilize road side terraces with seed and mulch, June 2025.
- 12) Allow for gas and electric construction by others, June 2025.
- 13) Seed and mulch any remaining disturbed areas, including areas re-disturbed by gas and electric utility installations, by June 15, 2025.
- 14) Watering may be necessary to establish healthy and well rooted vegetation. Temporary measures may only be removed once final site stabilization has occurred.
- 15) Final Completion by June 15, 2025.

Note: The dates provided are approximate and subject to weather conditions and overall project schedule. Several work items as listed above may occur simultaneously with others.

Maintenance Plan

The contractor is responsible for inspection and maintenance of sediment and erosion control measures until the project is completed. The inspections shall be made every seven days or within 24-hours of a rainfall event of 0.50-inch or greater. Any practices that are damaged or not working properly shall be repaired by the end of the day. Accumulated sediment shall be removed when it has reached a height of one-half the height of the structure. In addition, the following measures shall be taken:

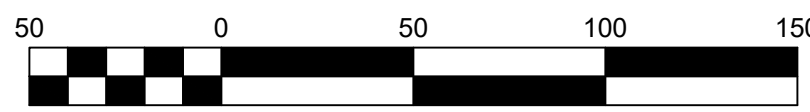
- 1) All seeded areas will be re-seeded and mulched as necessary according to the specifications in the planned practices to maintain a vigorous, dense vegetated cover.
- 2) Remove silt fence and temporary structures only after final stabilization and vegetative cover is established.
- 3) Avoid the use of fertilizers and pesticides in or adjacent to channels or ditches.
- 4) Construction and waste materials shall be properly disposed.

Weekly inspection reports shall be maintained by the contractor. These reports shall document inspections and maintenance performed. The date and time of the inspections, the inspector's name, and the status of construction and any maintenance performed. Refer to Appendix C for a template. Upon request, the inspection reports shall be made available to the owner, the engineer, or the Wisconsin Department of Natural Resources.

Responsible Parties

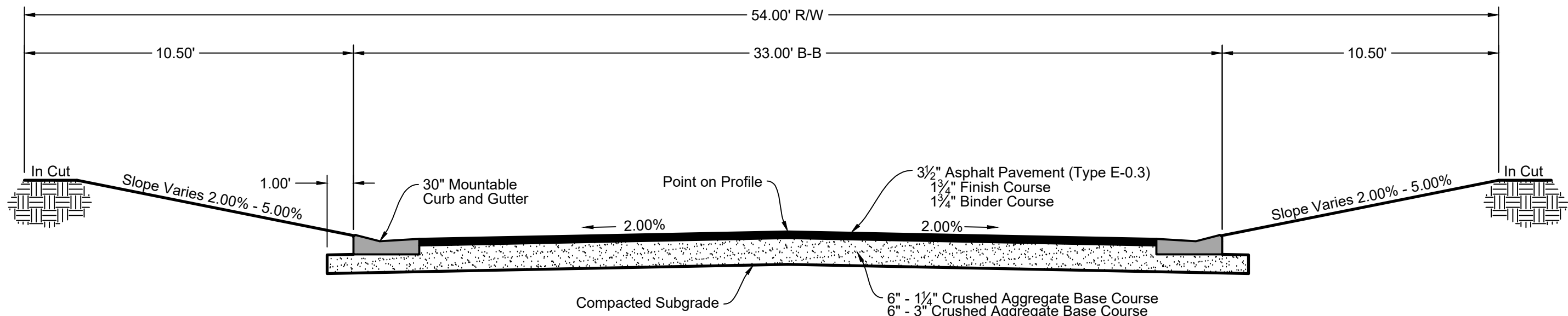
Best Management Practices (BMPs) Construction and Maintenance:
To be determined (TBD)

BMP Inspection and Compliance Enforcement
Village of Fox Crossing
Wisconsin Department of Natural Resources

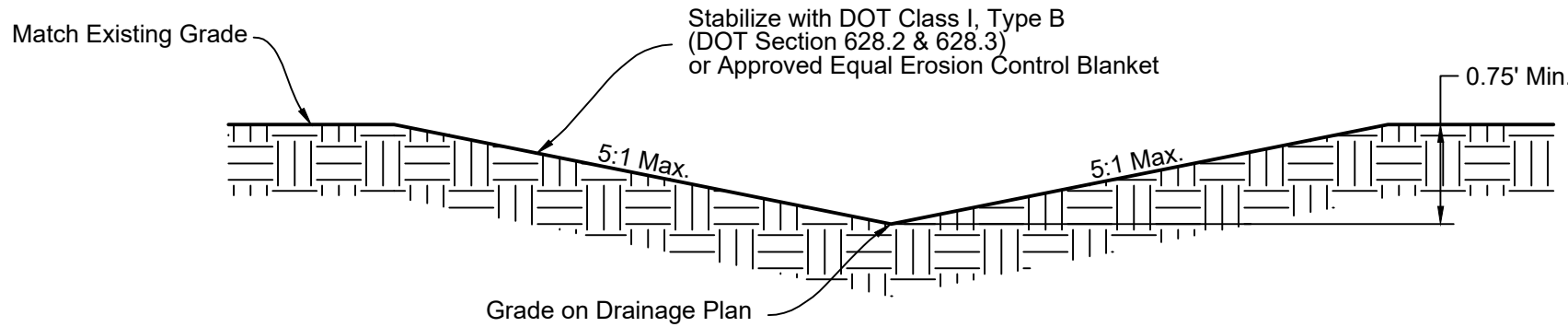


LEGEND

	Overhead Utility Lines		Sanitary MH / Tank / Base		Electric Pedestal
	Underground Electric		Storm Manhole		Telephone Pedestal
	Inlet		Catch Basin / Yard Drain		Post / Guard Post
	Sanitary Sewer (Pipe Size)		Hydrant		Asphalt Pavement
	Storm Sewer (Pipe Size)		Utility Valve		Concrete Pavement
	Treeline		Utility Pole		Gravel
	Index Contour - Existing		Guy Wire		
	Intermediate Contour - Existing				
	Proposed Storm Sewer		Proposed Storm Manhole		
	Proposed Contour		Proposed Curb Inlet		
	Proposed Swale		Prop. Catch Basin / Yard Drain		
	Proposed Culvert		Proposed Endwall		
	Prop. Silt Fence		Proposed Rip Rap		
	Prop. Drainage Direction		Proposed Urban Type B Erosion Mat		
	Proposed Tracking Pad		Proposed Class I Type B Erosion Mat		
	Proposed Ditch Check		Proposed Class III Type B Erosion Mat		
	Proposed Clearing Limits		Proposed Inlet Protection		
			Type of Inlet Protection		

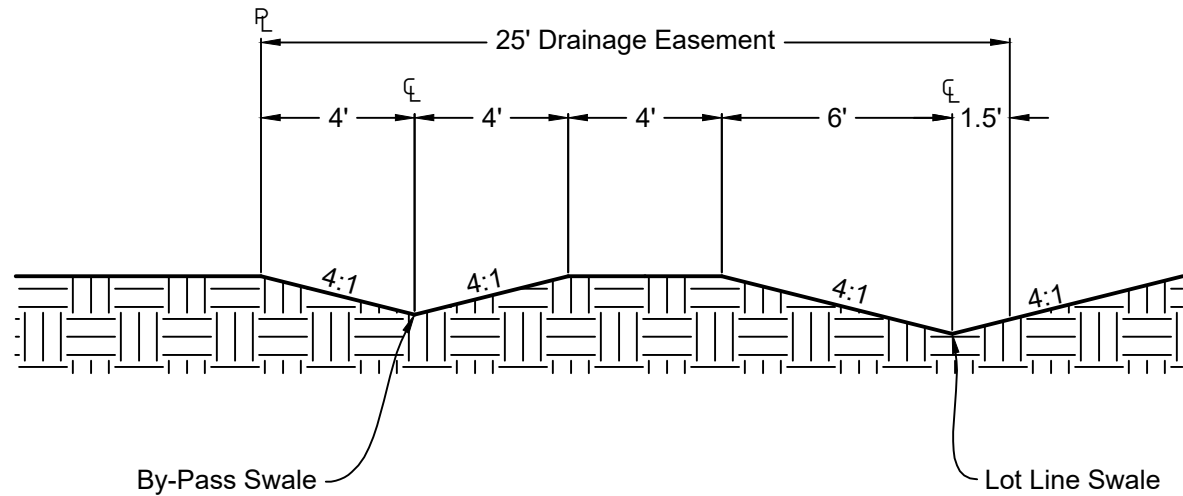


TYPICAL STREET SECTION

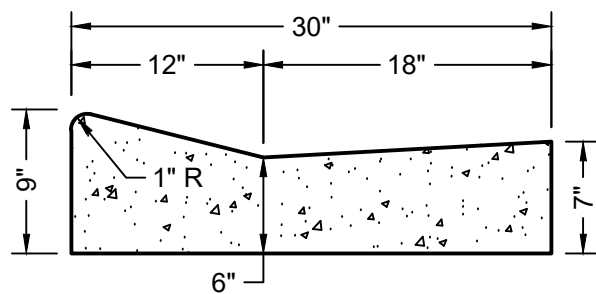


Note:
Mat Should Extend to Top of Bank or 18" Vertically, Whichever is Less.

TYPICAL DRAINAGE SWALE SECTION

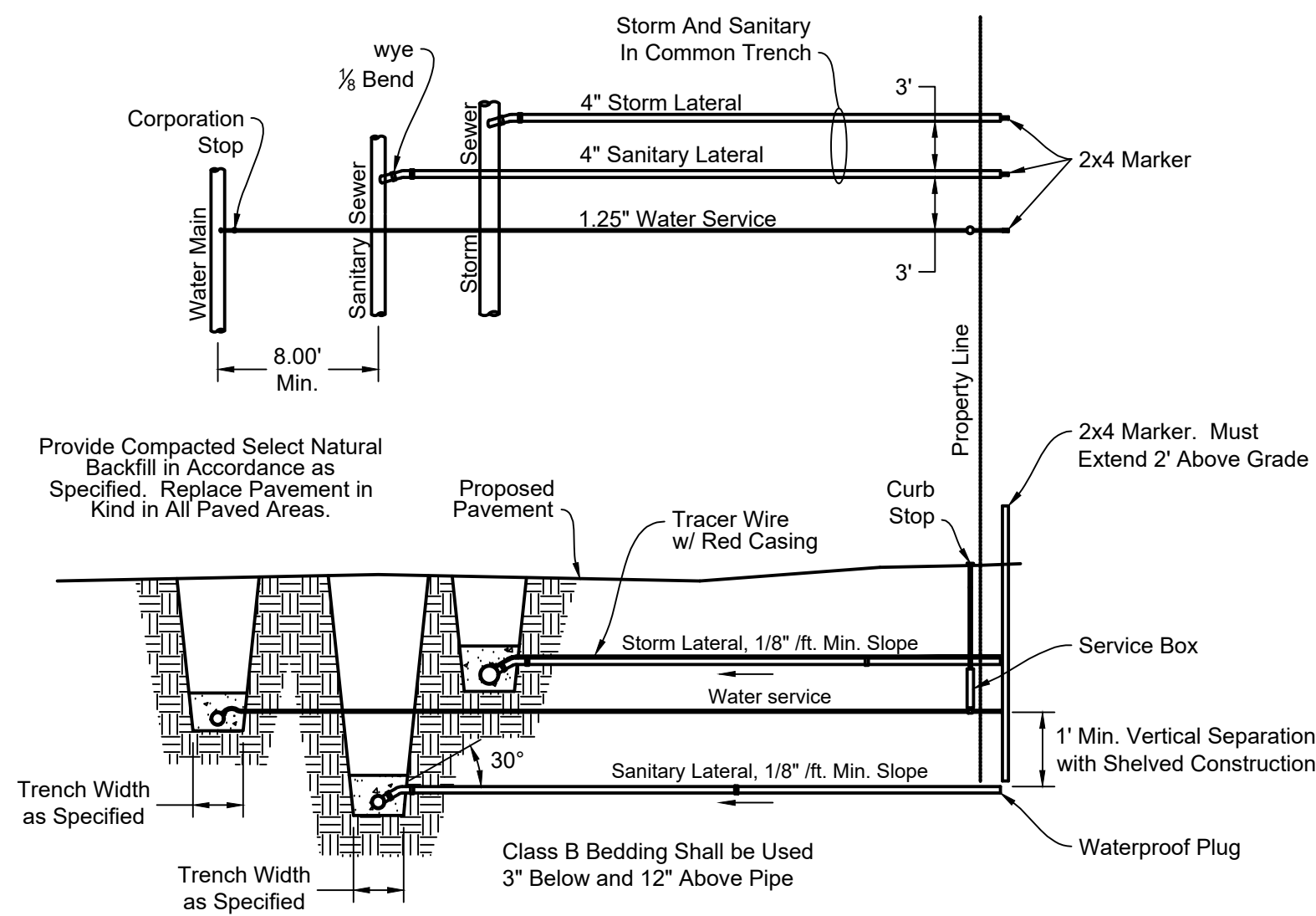


EXTERIOR LOT LINE SWALE
(North Property Line)

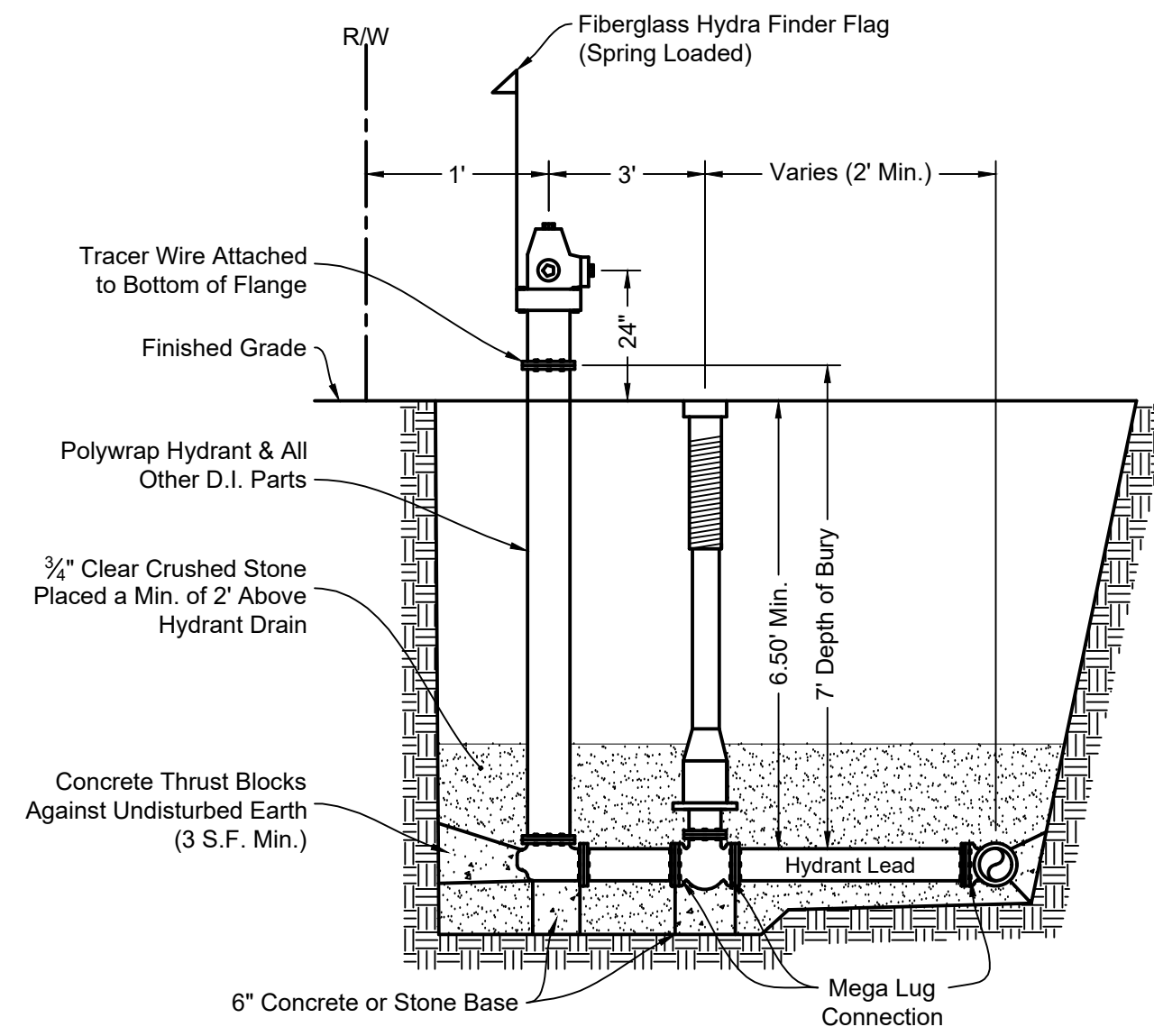


30" MOUNTABLE CURB

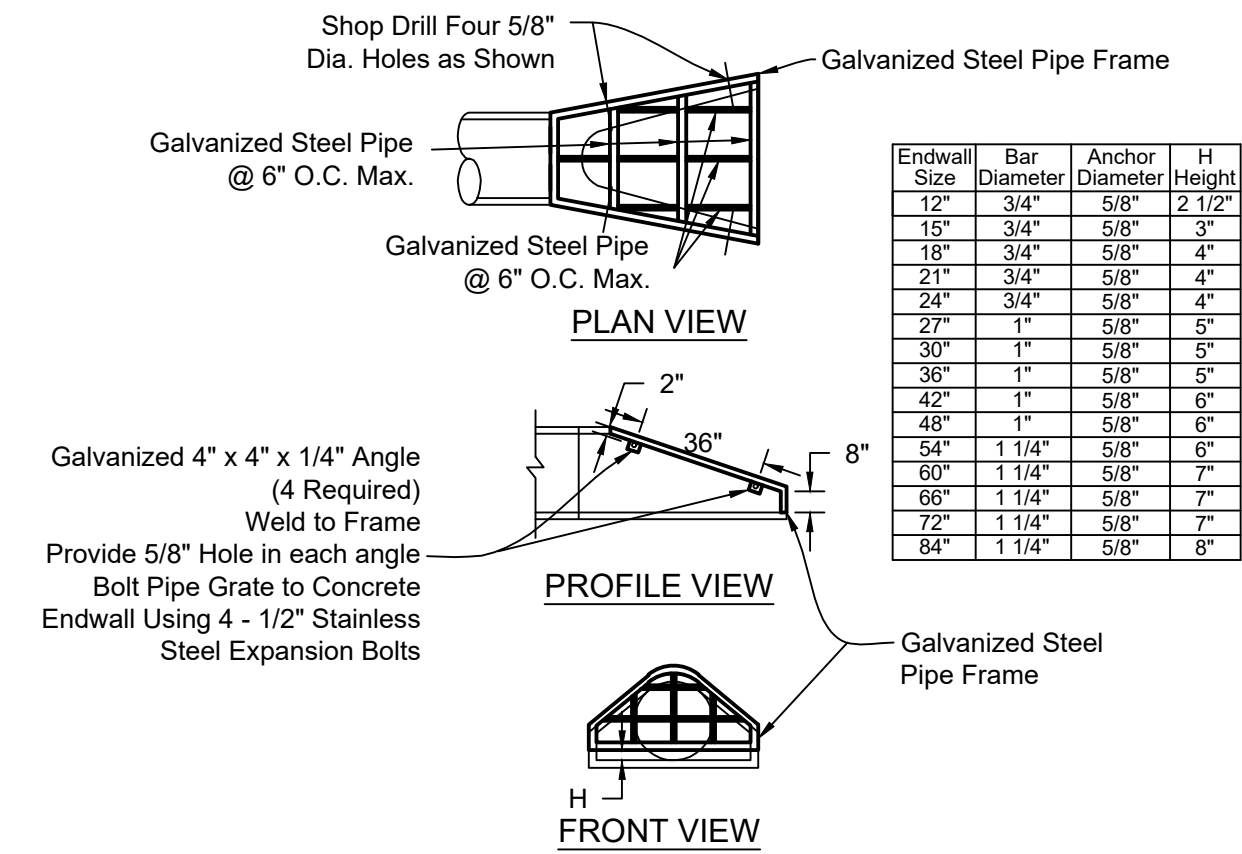
REACH	Size	D.S. INV	SLOPE	LOT #	STREET	FINISHED GARAGE FLOOR	FOOTING ELEV	WATER LATERAL LENGTH	4" STORM LATERAL LENGTH	DISTANCE TO D.S. MH	WYE INVERT	4" SAN LATERAL LENGTH	4" SAN RISER HEIGHT	SAN LAT INV @ PL	SAN LAT INV @ UE	SAN LAT INV @ SB
EX 10 to EX 9	18	795.60	0.0012	18	Jacobsen Road	811.7	803.53	30	130	77	795.70	52	0.0	798.00	798.24	798.50
EX 10 to EX 9	18	795.60	0.0012	17	Jacobsen Road	810.1	801.93	30	120	67	795.68	52	0.0	797.98	798.22	798.48
EX 9 to EX 8	18	795.23	0.0012	16	Jacobsen Road	809.3	801.13	29	73	244	795.52	40	0.0	797.57	797.81	798.07
EX 9 to EX 8	18	795.23	0.0012	15	Jacobsen Road	808.9	800.73	31	86	234	795.51	40	0.0	797.57	797.81	798.07
EX 9 to EX 8	18	795.23	0.0012	14	Jacobsen Road	808.4	800.23	31	61	108	795.36	53	0.0	797.68	797.92	798.18
EX 9 to EX 8	18	795.23	0.0012	13	Jacobsen Road	808	799.83	32	64	95	795.34	56	0.0	797.72	797.96	798.22
EX 8 to EX 7	18	794.92	0.0034	12	Jacobsen Road	807.7	799.53	30	59	71	795.16	52	0.0	797.46	797.70	797.96
EX 8 to EX 7	18	794.92	0.0034	11	Jacobsen Road	807.1	798.93	30	60	61	795.13	52	0.0	797.43	797.67	797.93
EX 7 to EX 6	18	794.57	0.0012	10	Jacobsen Road	807.5	799.33	31	65	226	794.84	58	0.0	797.25	797.49	797.75
EX 7 to EX 6	18	794.57	0.0012	9	Jacobsen Road	808.2	800.03	30	64	216	794.83	56	0.0	797.21	797.45	797.71
EX 7 to EX 6	18	794.57	0.0012	8	Jacobsen Road	808.2	800.03	32	56	91	794.68	48	0.0	796.90	797.14	797.40
EX 7 to EX 6	18	794.57	0.0012	7	Jacobsen Road	808.1	799.93	31	53	81	794.67	45	0.0	796.83	797.07	797.33
EX 6 to EX 5	18	794.32	0.0012	6	Jacobsen Road	807.6	799.43	31	34	202	794.57	55	0.0	796.92	797.16	797.42
EX 6 to EX 5	18	794.32	0.0012	5	Gavin Road	807.4	799.23	29	41	97	794.44	39	0.0	796.49	796.73	796.99
EX 5 to EX 4	18	792.69	0.0045	4	Jacobsen Road	807.4	799.23	34	46	263	793.88	54	0.0	796.21	796.45	796.71
EX 5 to EX 4	18	792.69	0.0045	3	Jacobsen Road	807.7	799.53	34	38	250	793.81	54	0.0	796.16	796.40	796.66
EX 5 to EX 4	18	792.69	0.0045	2	Jacobsen Road	807.7	799.53	40	10	124	793.25	58	0.0	795.67	795.91	796.17
EX 5 to EX 4	18	792.69	0.0045	1	Jacobsen Road	807.4	799.23	40	10	115	793.21	58	0.0	795.63	795.87	796.13
S-1 to EX Stub	8	795.66	0.0040	5	Gavin Road	807.40	799.23	0	41	0	795.66	0	0.0	796.08	796.32	796.58
S-1 to EX Stub	8	795.66	0.0040	36	Gavin Road	806.30	798.13	30	10	163	796.31	39	0.0	797.52	797.76	798.02
S-1 to EX Stub	8	795.66	0.0040	37	Gavin Road	805.90	797.73	48	31	180	796.38	39	0.0	797.58	797.82	798.08
S-1 to EX Stub	8	795.66	0.0040	35	Gavin Road	805.50	797.33	30	47	225	796.56	39	0.0	797.76	798.00	798.26
S-1 to EX Stub	8	795.66	0.0040	34	Gavin Road	804.90	796.73	31	47	284	796.79	39	0.0	798.00	798.24	798.50
S-2 to S-1	8	796.98	0.0040	46	Americus Street	804.60	796.43	31	47	41	797.14	39	0.0	798.35	798.59	798.85
S-2 to S-1	8	796.98	0.0040	38	Americus Street	804.40	796.23	47	31	82	797.30	39	0.0	798.51	798.75	799.01
S-2 to S-1	8	796.98	0.0040	45	Americus Street	804.00	795.83	31	47	104	797.39	39	0.0	798.60	798.84	799.10
S-2 to S-1	8	796.98	0.0040	39	Americus Street	803.70	795.53	47	31	152	797.58	39	0.0	798.79	799.03	799.29
S-2 to S-1	8	796.98	0.0040	44	Americus Street	803.60	795.43	31	47	167	797.64	39	0.0	798.85	799.09	799.35
S-2 to S-1	8	796.98	0.0040	40	Americus Street	803.30	795.13	47	31	198	797.77	39	0.0	798.97	799.21	799.47
S-2 to S-1	8	796.98	0.0040	43	Americus Street	803.30	795.13	31	47	207	797.80	39	0.0	799.01	799.25	799.51
S-2 to S-1	8	796.98	0.0040	41	Americus Street	803.00	794.83	47	31	268	798.05	39	0.0	799.25	799.49	799.75
S-2 to S-1	8	796.98	0.0040	42	Americus Street	803.00	794.83	31	47	277	798.08	39	0.0	799.29	799.53	799.79
S-3 to S-1	8	796.98	0.0040	47	Americus Street	805.00	796.83	30	46	22	797.06	38	0.0	798.25	798.49	798.75
S-3 to S-1	8	796.98	0.0040	48	Americus Street	805.30	797.13	26	43	85	797.32	34	0.0	798.42	798.66	798.92
S-3 to S-1	8	796.98	0.0040	49	Americus Street	805.60	797.43	22	40	148	797.57	31	0.0	798.61	798.85	799.11
S-3 to S-1	8	796.98	0.0040	33	Americus Street	805.80	797.63	57	39	168	797.65	48	0.0	799.04	799.28	799.54
S-3 to S-1	8	796.98	0.0040	50	Americus Street	805.90	797.73	21	38	211	797.82	29	0.0	798.83	799.07	799.33
S-3 to S-1	8	796.98	0.0040	32	Americus Street	806.10	797.93	57	39	231	797.90	49	0.0	799.31	799.55	799.81
S-3 to S-1	8	796.98	0.0040	51	Americus Street	806.30	798.13	27	45	275	798.08	35	0.0	799.20	799.44	799.70
S-4 to S-3	8	798.18	0.0040	31	Americus Street	806.40	798.23	54	32	294	799.36	42	0.0	800.63	800.87	801.13
S-4 to S-3	8	798.18	0.0040	52	Americus Street	806.60	798.43	31	49	41	798.35	39	0.0	799.55	799.79	800.05
S-4 to S-3	8	798.18	0.0040	30	Americus Street	806.70	798.53	47	29	52	798.39	39	0.0	799.60	799.84	800.10
S-4 to S-3	8	798.18	0.0040	53	Americus Street	807.00	798.83	31	49	109	798.62	39	0.0	799.83	800.07	800.33
S-4 to S-3	8	798.18	0.0040	29	Americus Street	807.10	798.93	47	29	112	798.63	39	0.0	799.84	800.08	800.34
S-4 to S-3	8	798.18	0.0040	54	Americus Street	807.80	799.63	31	49	190	798.94	39	0.0	800.15	800.39	800.65
S-4 to S-3	8	798.18	0.0040	28	Americus Street	807.90	799.73	47	29	181	798.91	39	0.0	800.11	800.35	800.61
S-4 to S-3	8	798.18	0.0040	55	Americus Street	808.80	800.63	31	49	263	799.24	39	0.0	800.44	800.68	800.94
S-4 to S-3	8	798.18	0.0040	27	Americus Street	808.80	800.63	46	29	266	799.25	39	0.0	800.45	800.69	800.95
S-5 to S-4	8	799.44	0.0040	26	Americus Street	809.70	801.53	45	27	28	799.55	37	0.0	800.72	800.96	801.22
S-5 to S-4	8	799.44	0.0040	56	Americus Street	809.80	801.63	33	51	25	799.54	41	0.0	800.78	801.02	801.28
S-5 to S-4	8	799.44	0.0040	25	Americus Street	810.10	801.93	45	27	92	799.81	37	0.0	800.97	801.21	801.47
S-5 to S-4	8	799.44	0.0040	57	Americus Street	810.10	801.93	35	53	102	799.85	43	0.0	801.13	801.37	801.63
S-5 to S-4	8	799.44	0.0040	24	Americus Street	810.10	801.93	54	29	160	800.08	38	0.0	801.26	801.50	801.76
S-5 to S-4	8	799.44	0.0040	58	Americus Street	810.80	802.63	33	50	173	800.13	41	0.0	801.38	801.62	801.88
S-5 to S-4	8	799.44	0.0040	23	Americus Street	809.80	801.63	60	43	207	800.27	52	0.0	801.73	801.97	802.23
S-5 to S-4	8	799.44	0.0040	22	Americus Street	809.60	801.43	88	64	228	800.35	76	0.0	802.30	802.54	802.80
S-6 to S-5	8	800.51	0.0040	21	Americus Street	810.00	801.83	50	65	19	800.59	58	0.0	802.18	802.42	802.68
S-6 to S-5	8	800.51	0.0040	20	Americus Street	811.00	802.83	31	51	68	800.79	41	0.0	802.03	802.27	802.53
S-6 to S-5	8	800.51	0.0040	19	Americus Street	811.30	803.13	31	47	128	801.03	39	0.0	802.23	802.47	802.73
New Sewers, Total =								2,165	2,746			2,551	0			



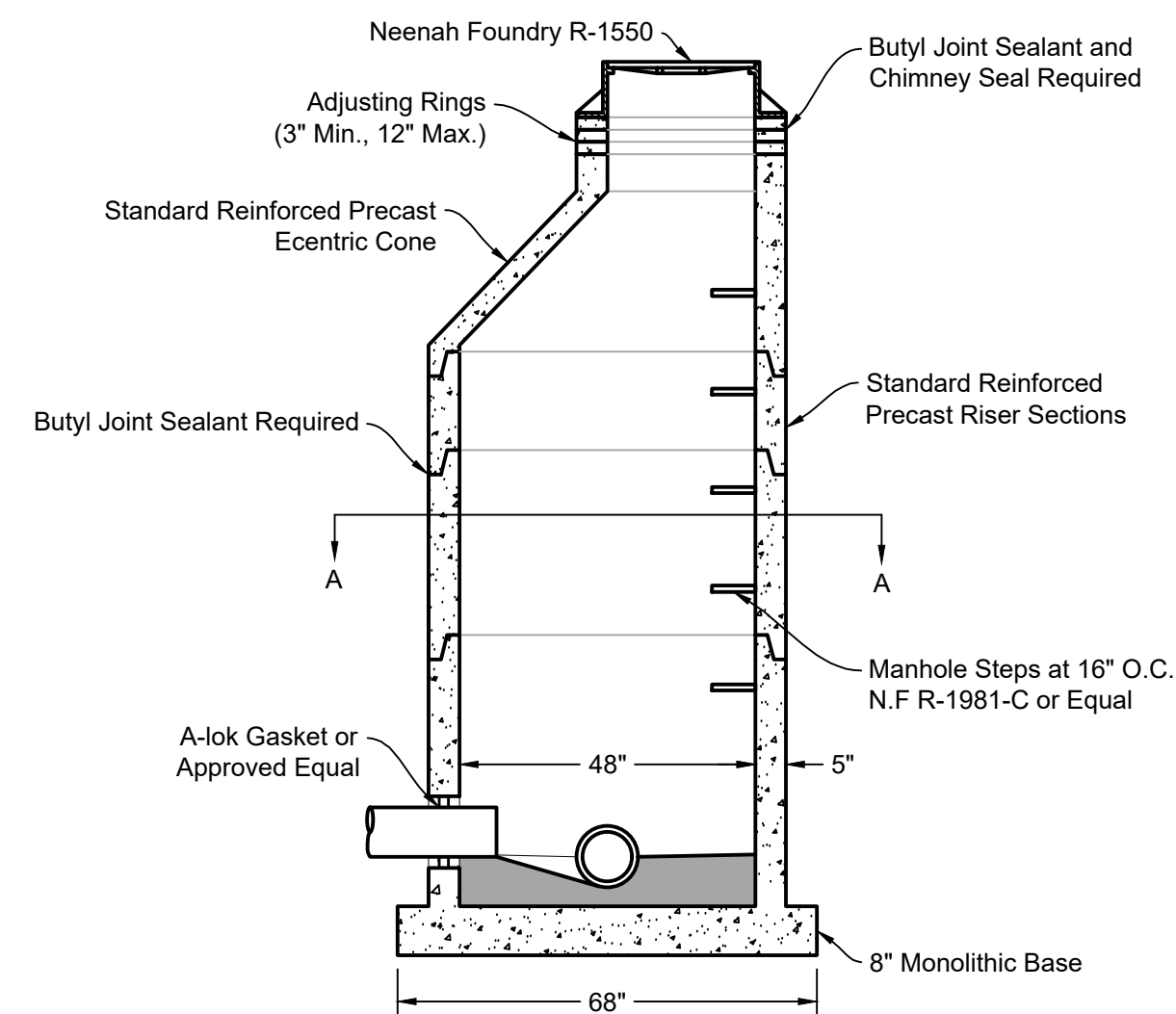
LATERAL DETAIL



HYDRANT DETAIL

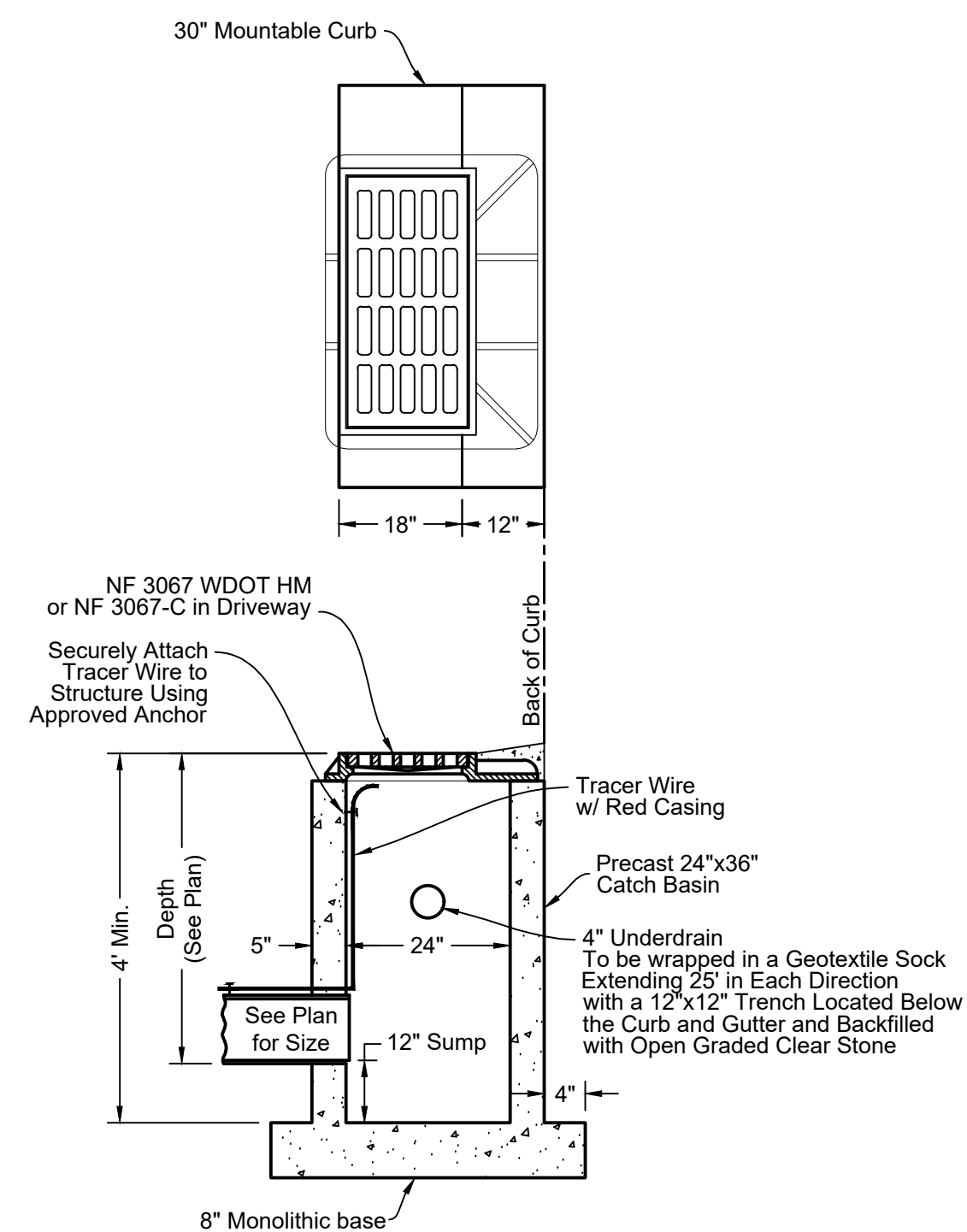


ENDWALL PIPE GRATE

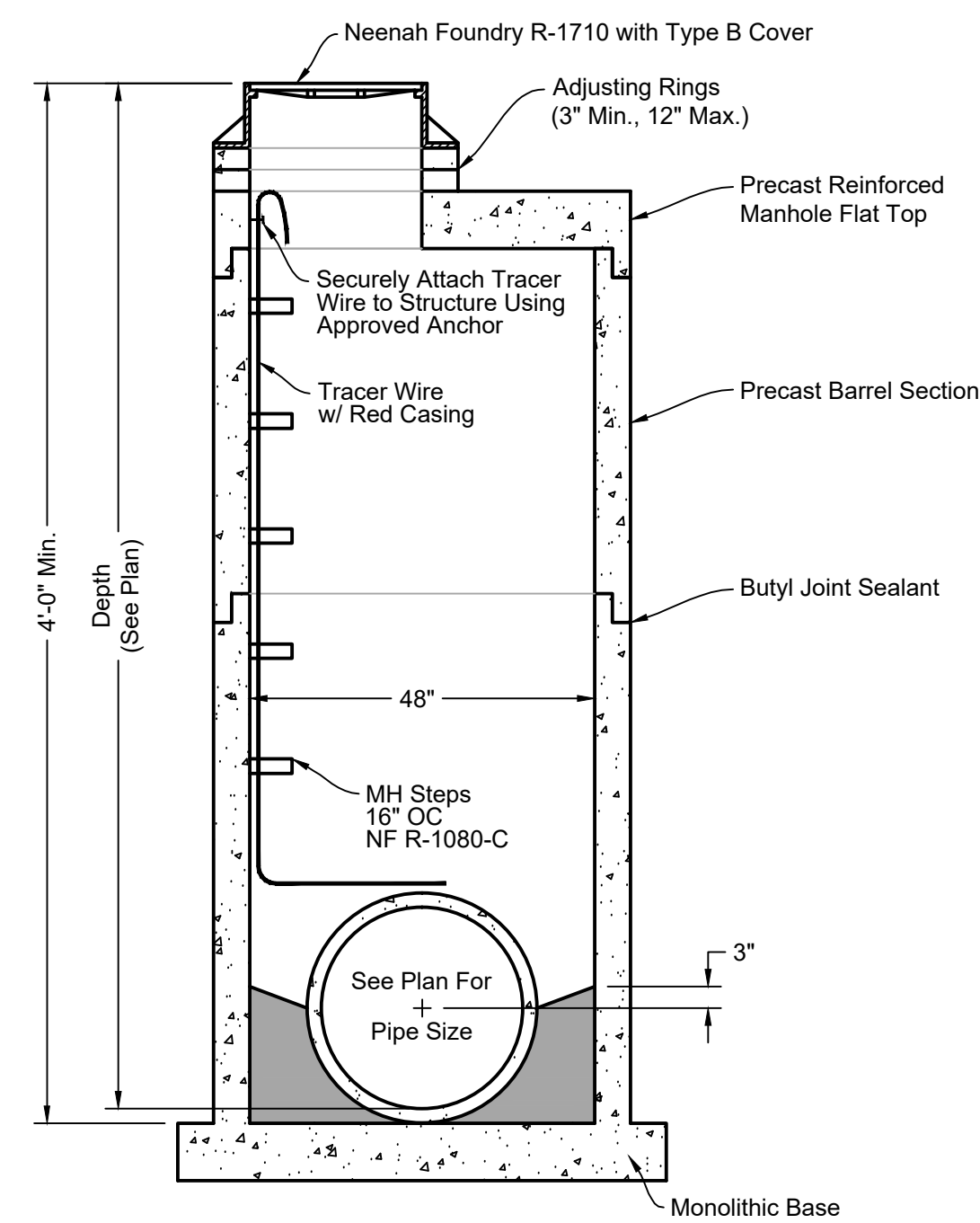


SECTION A-A

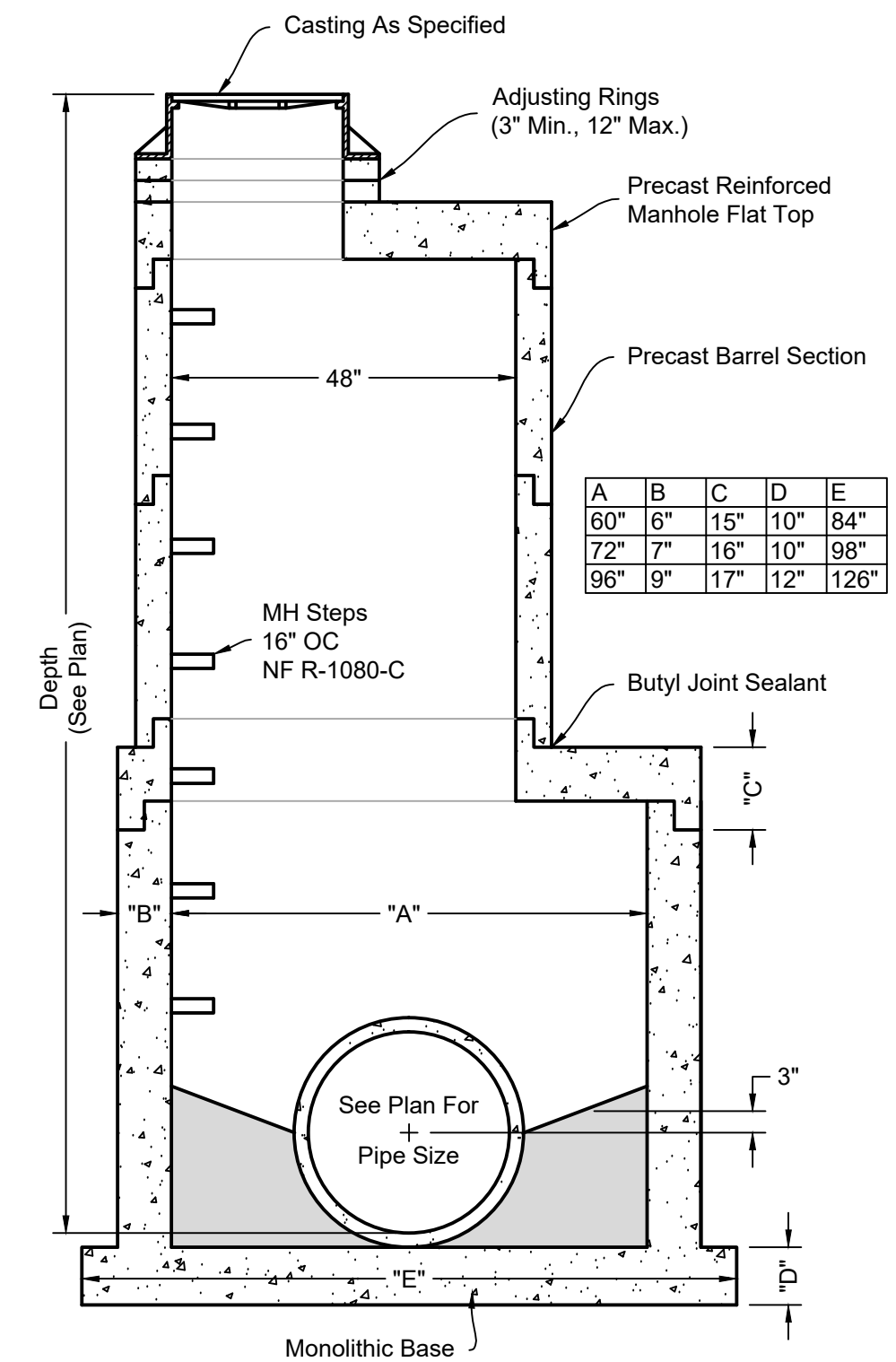
SANITARY MANHOLE



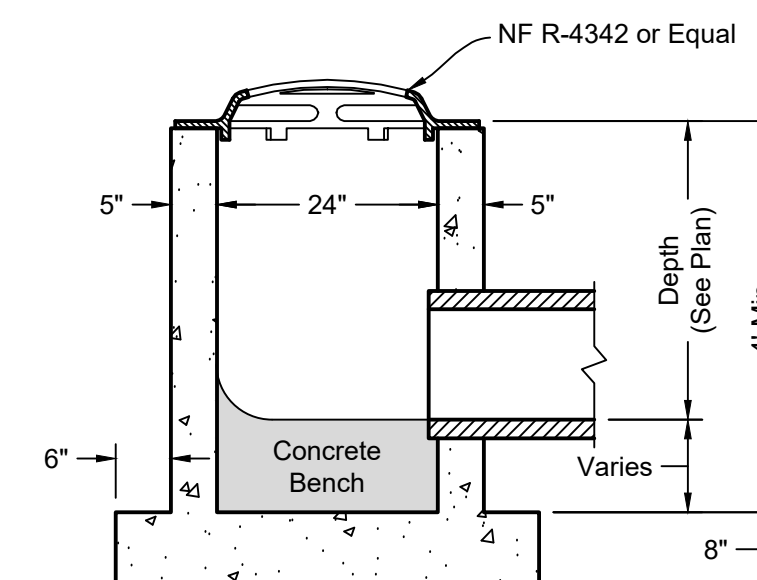
CURB INLET DETAIL



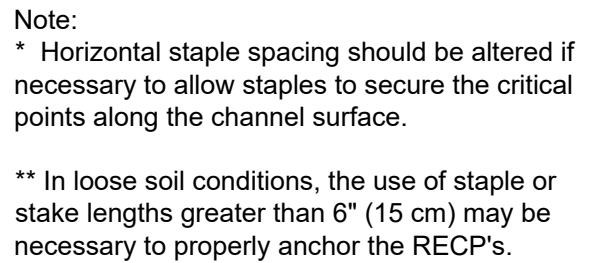
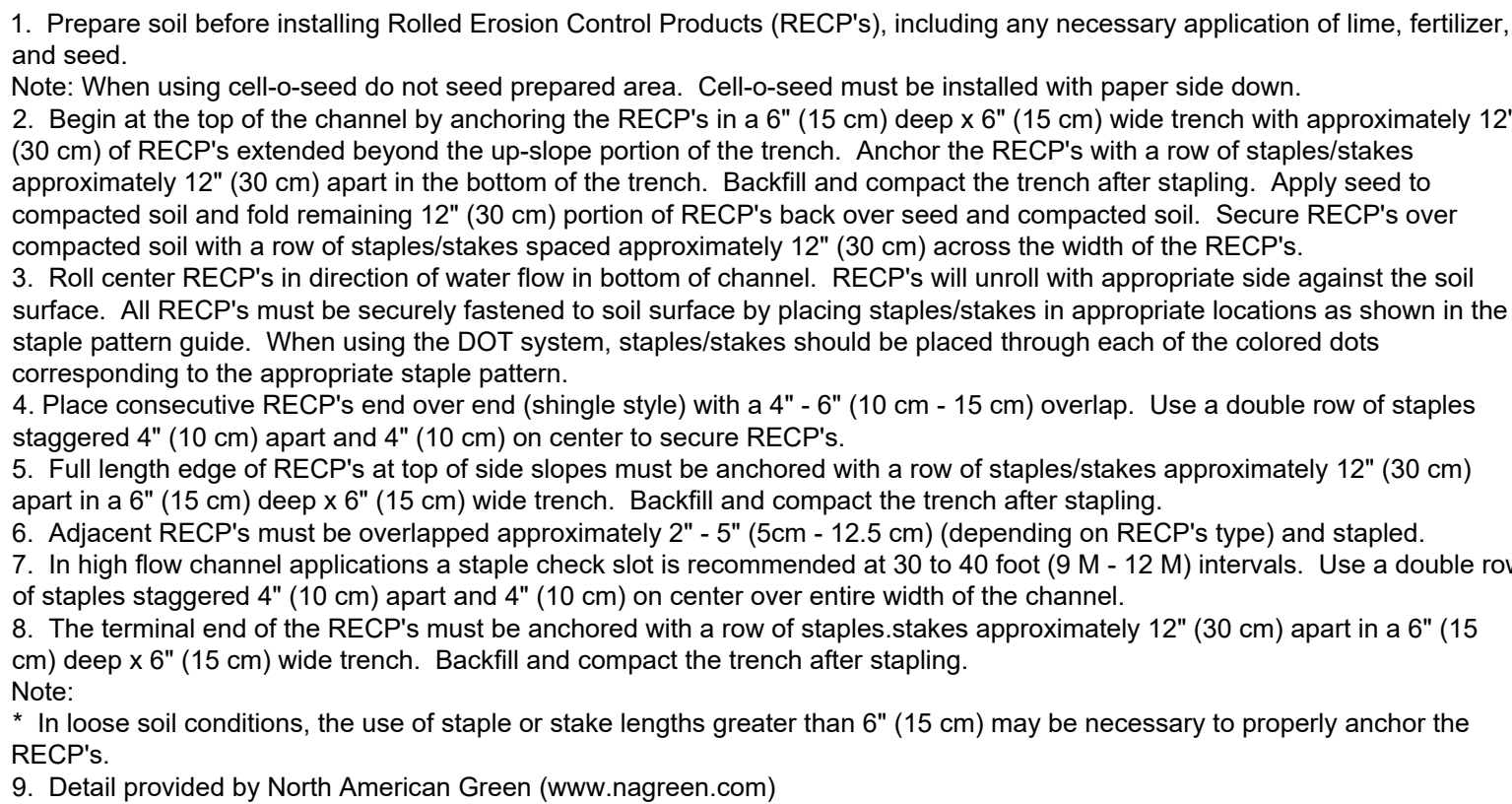
STANDARD STORM MANHOLE



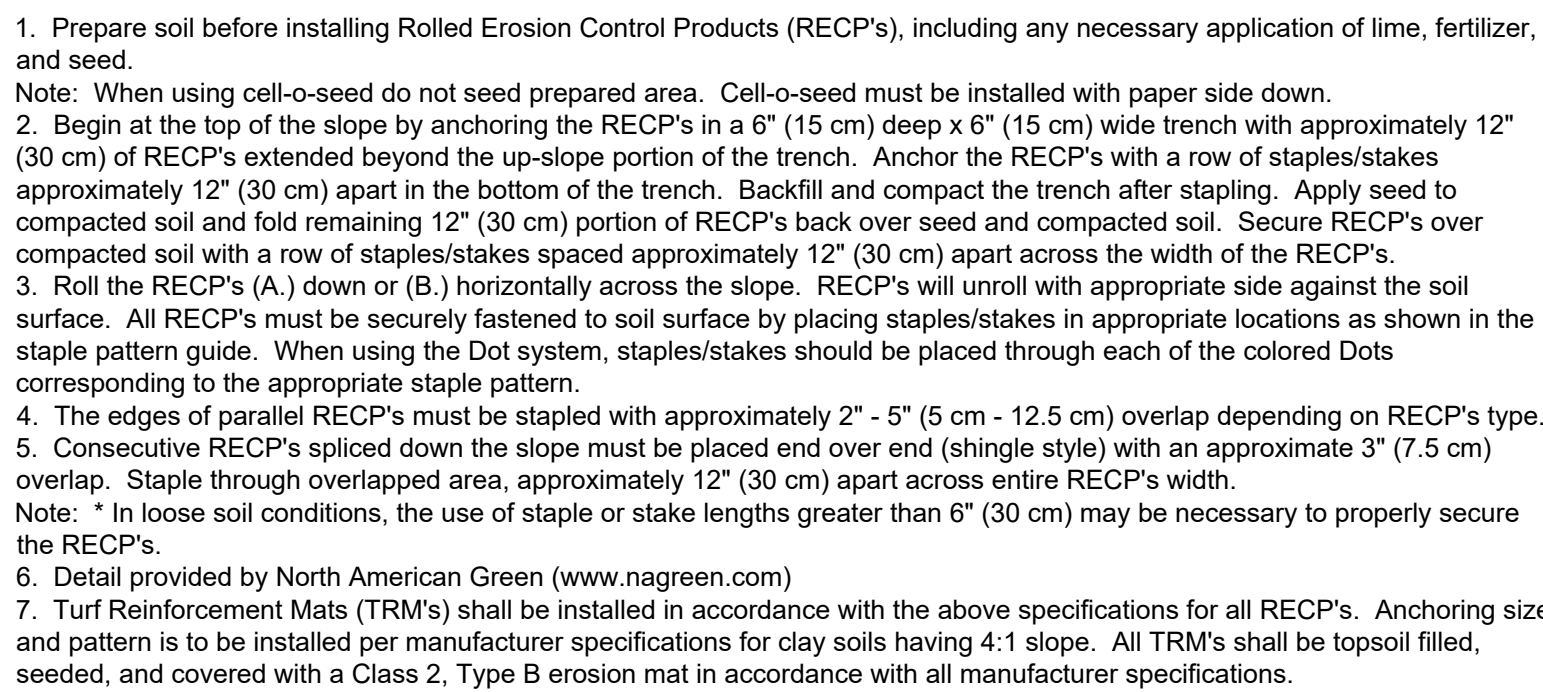
LARGE DIAMETER STORM MANHOLE



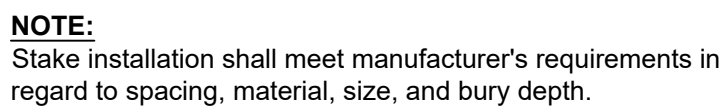
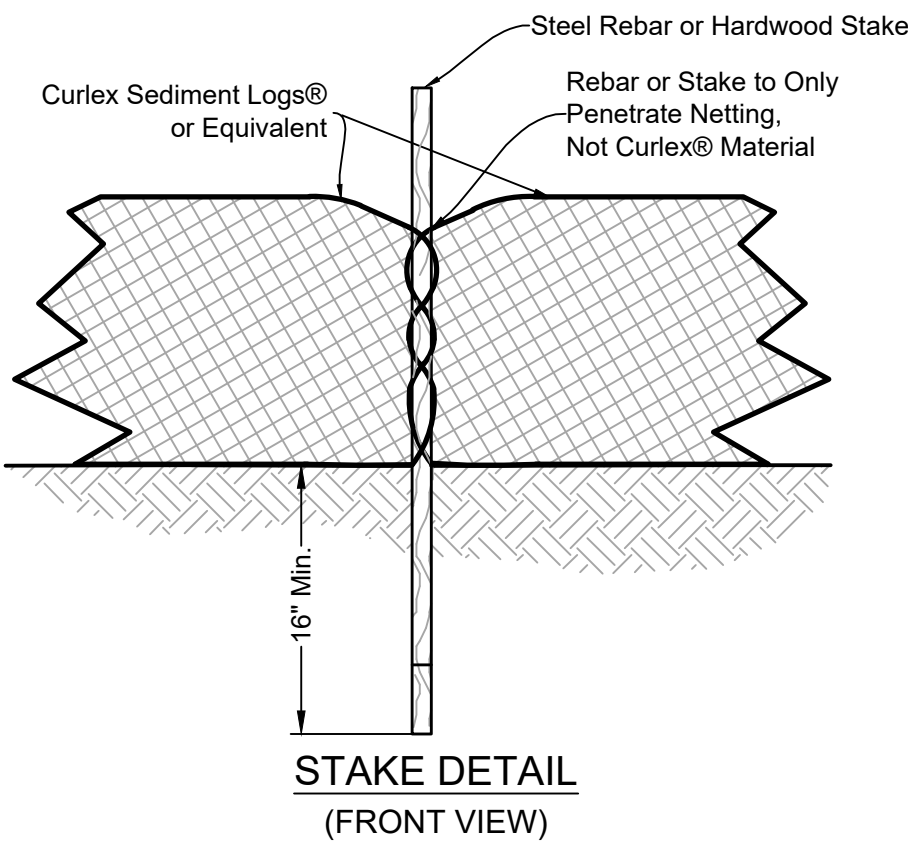
YARD DRAIN DETAIL



DNR TECHNICAL STANDARD 1053



DNR TECHNICAL STANDARD 1052



A 3D perspective diagram of a rectangular aggregate layer. The top surface is filled with a pattern of small circles representing aggregate. The layer is labeled with dimensions: a vertical height of "12" Min.²", a horizontal length of "50' Min.⁵", and a horizontal width of "Full Width of the Egress Point⁴". The bottom surface is labeled "Geotextile Fabric Liner³". The top surface is labeled "Aggregate¹".

DNR TECHNICAL STANDARD 1057

Note 1 Use hard, durable, angular stone or recycled concrete meeting the gradation in Table 1. Where this gradation is not available, meet the gradation in Wisconsin Department of Transportation (DOT) 2022 Standard Specification, Section 312, Select Crushed Material.

Note 2 Slope the stone tracking pad in a manner to direct runoff to an approved treatment practice.

Note 3 Select fabric type based on soil conditions and vehicles loading.

Note 4: Install tracking pad across full width of the access point, or restrict existing traffic to a dedicated egress lane at least 12 feet wide across the top of the pad.

Note 5 If a 50' pad length is not possible due to site geometry, install the maximum length practicable and supplement with additional practices as needed.

Sieve Size	Percent by weight passing
3"	100
2-1/2"	90-100
1-1/2"	25-60
3/4"	0-20
3/8"	0-5



GENERAL NOTES:
Inlet protection devices shall be maintained or replaced at the direction of the engineer.

Manufactured alternatives approved and listed on the DOT Erosion Control Product Acceptability list may be substituted.

When removing or maintaining inlet protection, care shall be taken so that the sediment trapped on the geotextile fabric does not fall into the inlet. Any material falling into the inlet shall be removed immediately.

1. Finished size, including flap pockets where required, shall extend a minimum of 10" around the perimeter to facilitate maintenance or removal.
2. For inlet protection, Type C (with curb box), an additional 10" of fabric is wrapped around the wood and secured with staples. The wood shall not block the entire height of the curb box opening.
3. Flap pockets shall be large enough to accept wood 2x4.



INSTALLATION NOTES:

inlet protection Type A shall be utilized around non-inlets until permanent stabilization methods have been established. Inlet protection Type A shall be utilized on pavement inlets prior to installation of curb and gutter or pavement.

Inlet protection Type B shall be utilized on street inlets without curb heads, once surrounding surface is in place.

Inlet protection Type C shall be utilized on street inlets with curb heads.

TYPE B & C

Trim excess fabric in the flow line to within 3" of the grate.

The contractor shall demonstrate a method of maintenance, using a sewn flap hand holds, or other method to prevent accumulated sediment from entering the inlet.

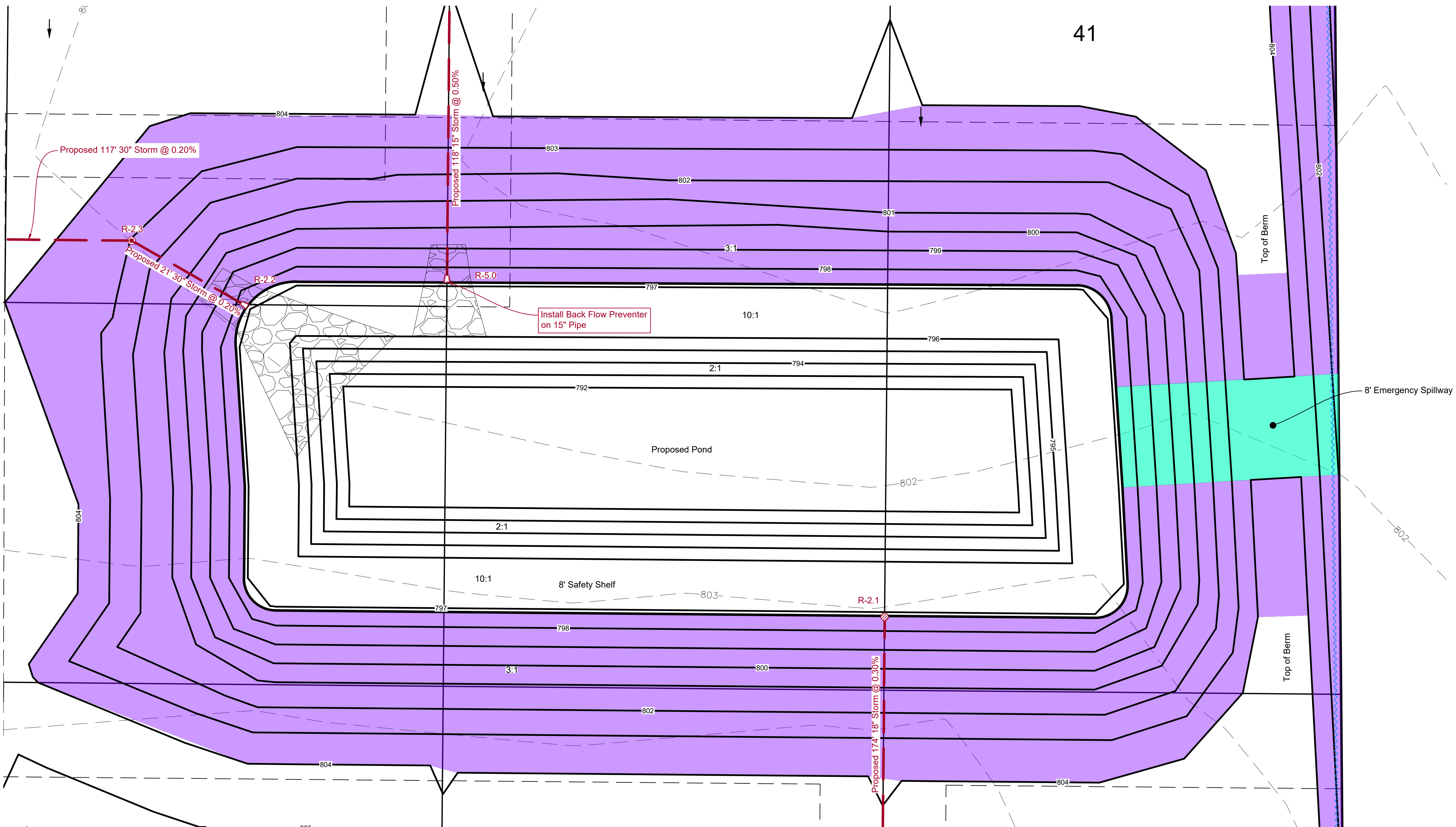


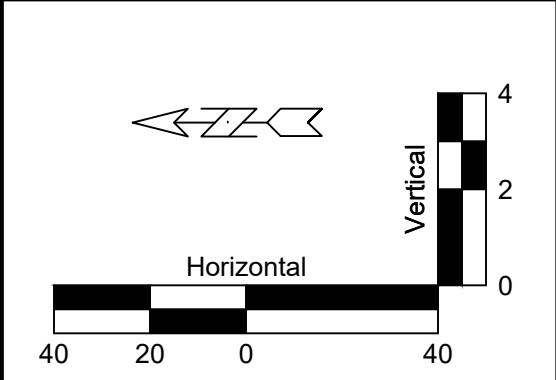
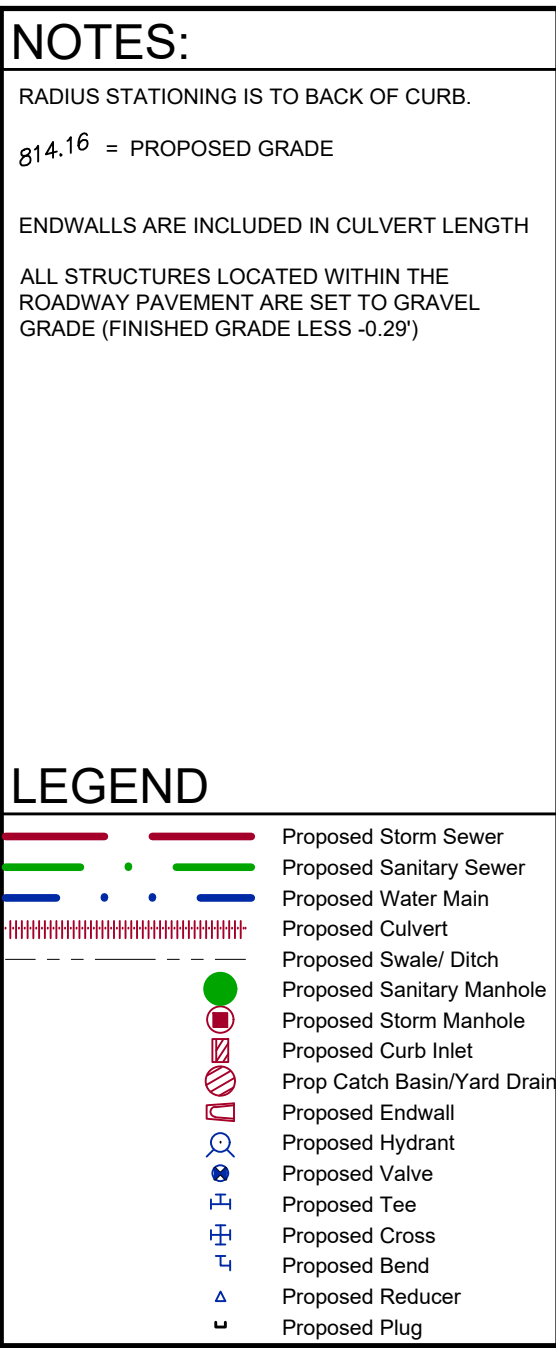
D	12"	15"	18"	21"	24"	30"	36"	42"	48"	54"	60"
L	10'	12'	18'	20'	20'	25'	28'	33'	37'	40'	45'
W	11'	13'	20'	22'	24'	28'	32'	38'	42'	45'	50'
d	12"	12"	12"	18"	18"	18"	24"	24"	24"	24"	24"
Riprap	Light	Light	Light	Med.	Med.	Med.	Heavy	Heavy	Heavy	Heavy	Heavy
cu yds	2.6	3.6	7.8	14.3	15.6	22.6	38.4	53.2	65.8	76.3	95.0


Notes:

1. Excavate below channel outlet and widen channel outlet to the required riprap thickness for each apron. Foundation to be set to zero grade and smoothed.
2. Place geotextile fabric on bottom and sides of prepared foundation. Fabric shall extend under endwall in accordance with DOT specifications. (DOT Section 628.2 & 628.3.)
3. Exercise care in placement of riprap to avoid damage to filter fabric.
4. Use riprap conforming to Wisconsin DOT specifications. (DOT Section 606.2 & 606.3.)
5. Use DOT Type R geotextile fabric for light riprap. Use Type HR for medium and heavy riprap. (DOT Section 606.2, 606.3, 628.2 & 628.3.)
6. Use 12" dimension for pipes less than 12" in diameter.

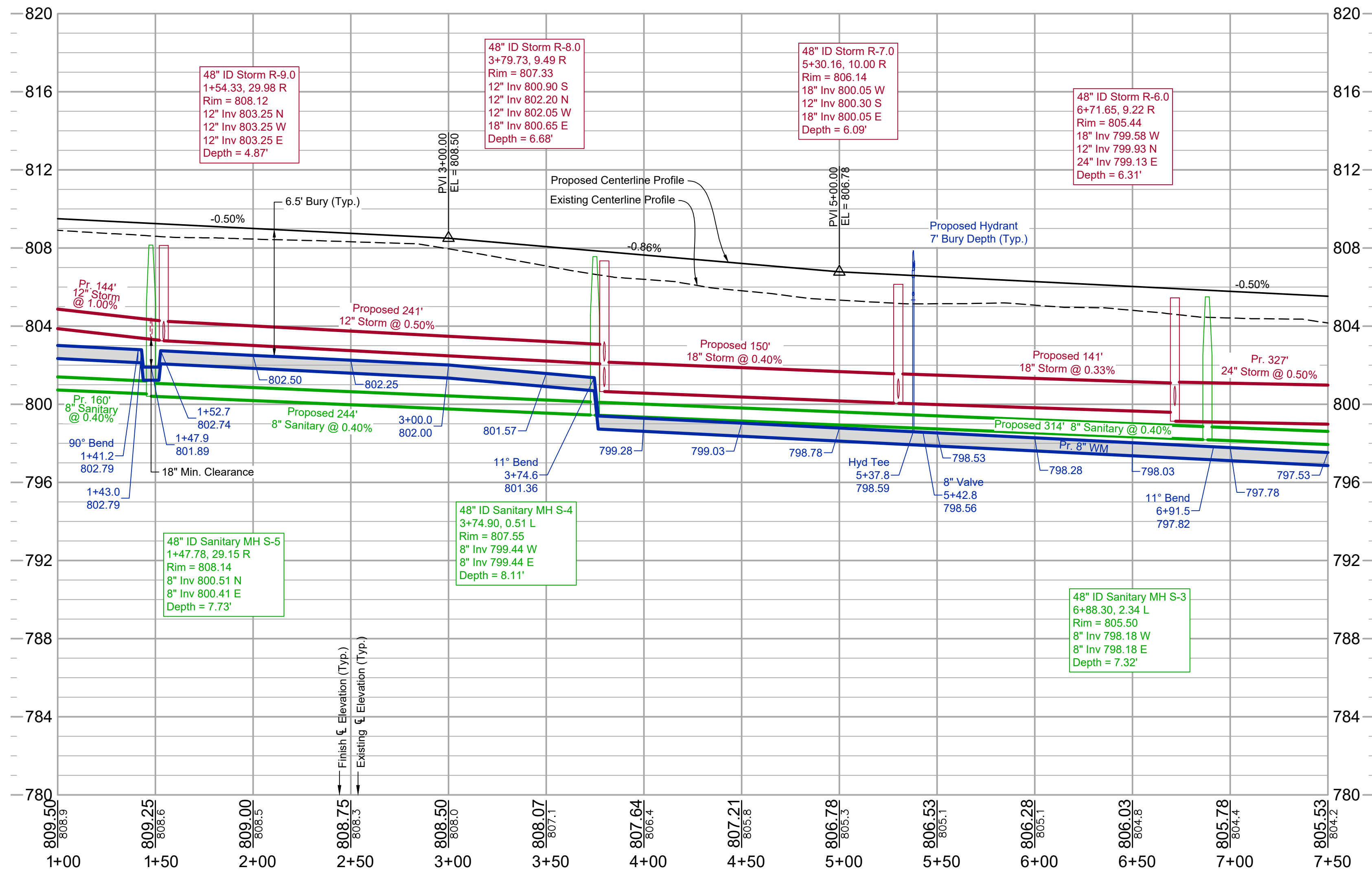
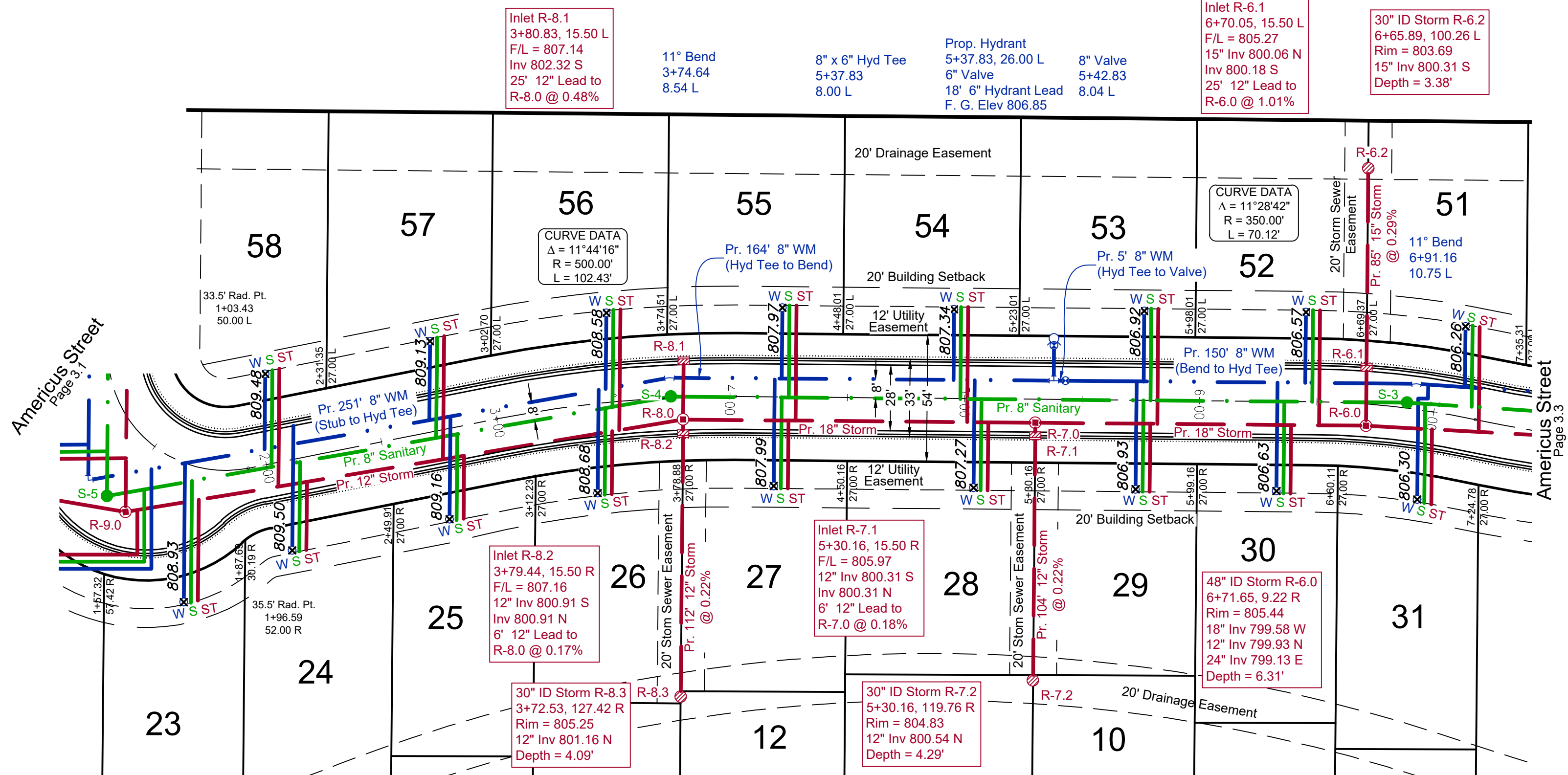
OUTLET PROTECTION





<p> DAVEL ENGINEERING & ENVIRONMENTAL, INC. <i>Civil Engineers and Land Surveyors</i> 1164 Province Terrace, Menasha, WI 54952 Ph: 920-991-1866 Fax: 920-441-0804 www.davel.pro </p>	
	
<p> File name: 8024Prof1.dwg Date: April 28, 2025 Engineer: JRD Drafted by: jennifer </p>	
<p> Page: 3.1 April 28, 2025, 9:11 AM, Printed by: jennifer J:\Projects\8024\gndwg\Civil 3D\8024Prof.dwg </p>	

Americus Street

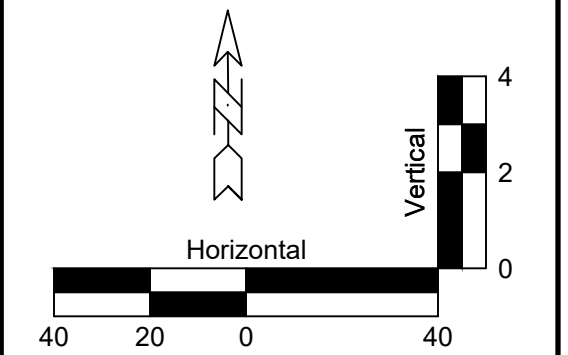


NOTES:

RADIUS STATIONING IS TO BACK OF CURB.
g14.16 = PROPOSED GRADE
ENDWALLS ARE INCLUDED IN CULVERT LENGTH
ALL STRUCTURES LOCATED WITHIN THE ROADWAY PAVEMENT ARE SET TO GRAVEL GRADE (FINISHED GRADE LESS -0.29')

LEGEND

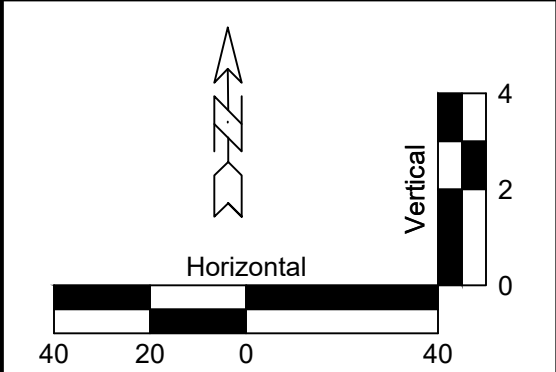
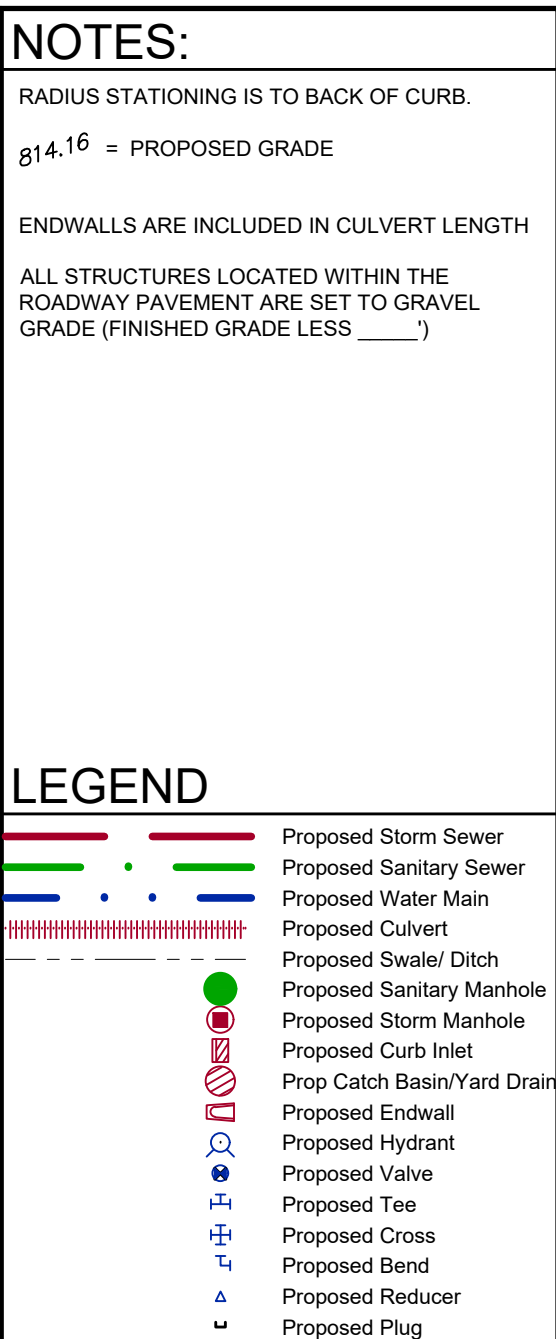
- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Proposed Water Main
- Proposed Culvert
- Proposed Swale/ Ditch
- Proposed Storm Manhole
- Proposed Sanitary Manhole
- Proposed Curb Inlet
- Prop Catch Basin/Yard Drain
- Proposed Endwall
- Proposed Valve
- Proposed Hydrant
- Proposed Tee
- Proposed Cross
- Proposed Bend
- Proposed Reducer
- Proposed Plug




Horizon Crossing
Village of Fox Crossing, Winnebago County, WI
For: Tom McHugh Construction, LLC
IMPROVEMENT PLANS
Americus Street
Sta 1+00 to 7+50

DAVE ENGINEERING &
ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davei.pro

Filename: 8024Prof2.dwg
Date: April 28, 2025
Engineer: JRD
Drafted By: jennifer
Page: 3.2



<p>Horizon Crossing Village of Fox Crossing, Winnebago County, WI For: Tom McHugh Construction, LLC</p>	<p>IMPROVEMENT PLANS Americus Street Sta 7+50 to 13+05.37</p>
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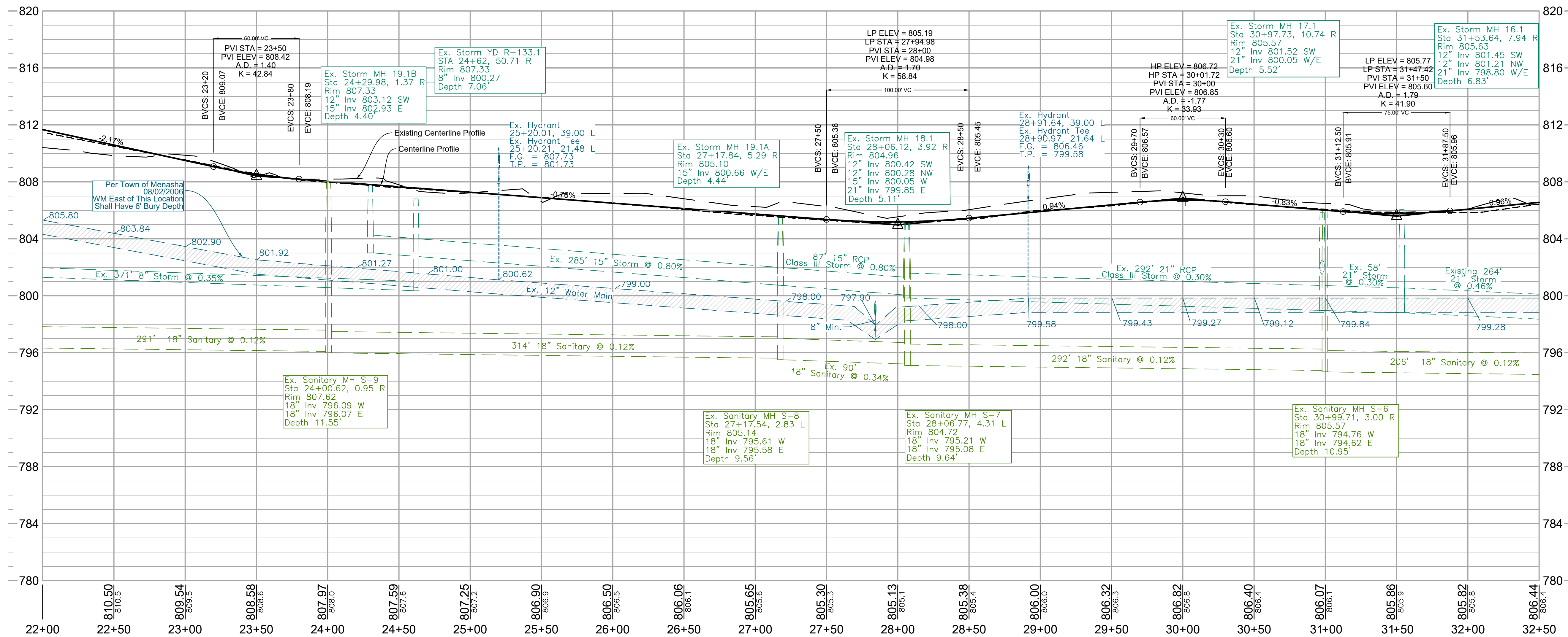
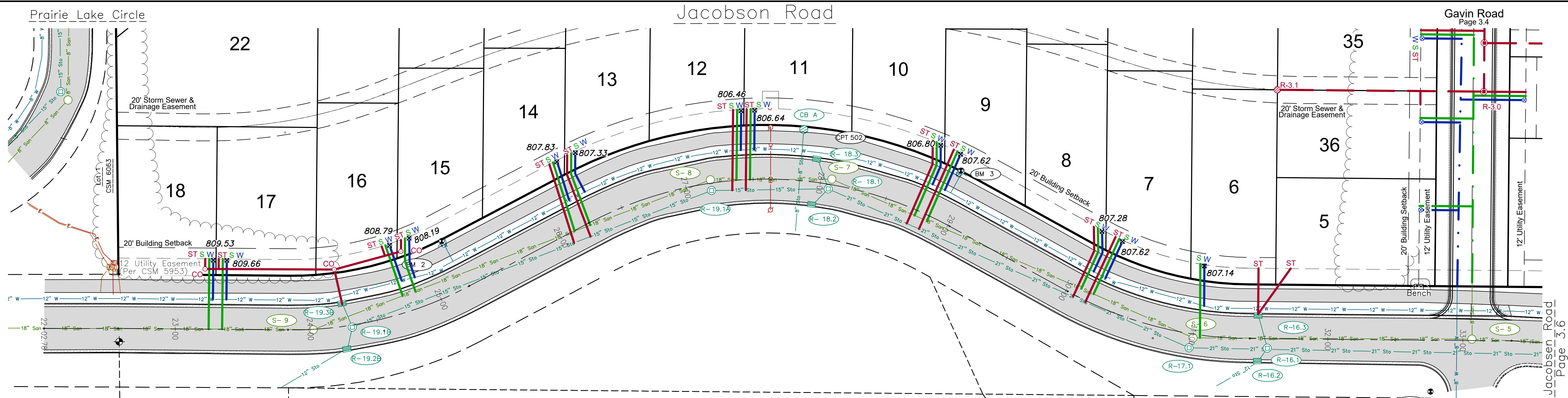
**DAVEI ENGINEERING &
ENVIRONMENTAL, INC.**

Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
Ph: 920-391-1868 Fax: 920-441-0804

www.davei.pro

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NOTES:

RADIUS STATIONING IS TO BACK OF CURB.

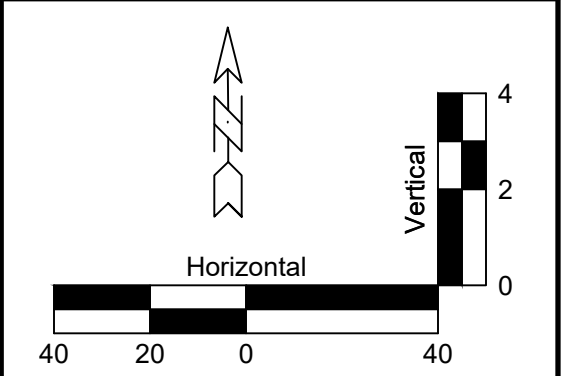
g14.16 = PROPOSED GRADE

ENDWALLS ARE INCLUDED IN CULVERT LENGTH

JACOBSEN ROAD & TRAIL PAVEMENT SHALL BE REPAIRED IN ACCORDANCE WITH VILLAGE REQUIREMENTS.

LEGEND

- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Proposed Water Main
- Proposed Culvert
- Proposed Swale/ Ditch
- Proposed Sanitary Manhole
- Proposed Storm Manhole
- Proposed Curb Inlet
- Prop Catch Basin/Yard Drain
- Proposed Endwall
- Proposed Hydrant
- Proposed Tee
- Proposed Cross
- Proposed Bend
- Proposed Reducer
- Proposed Plug



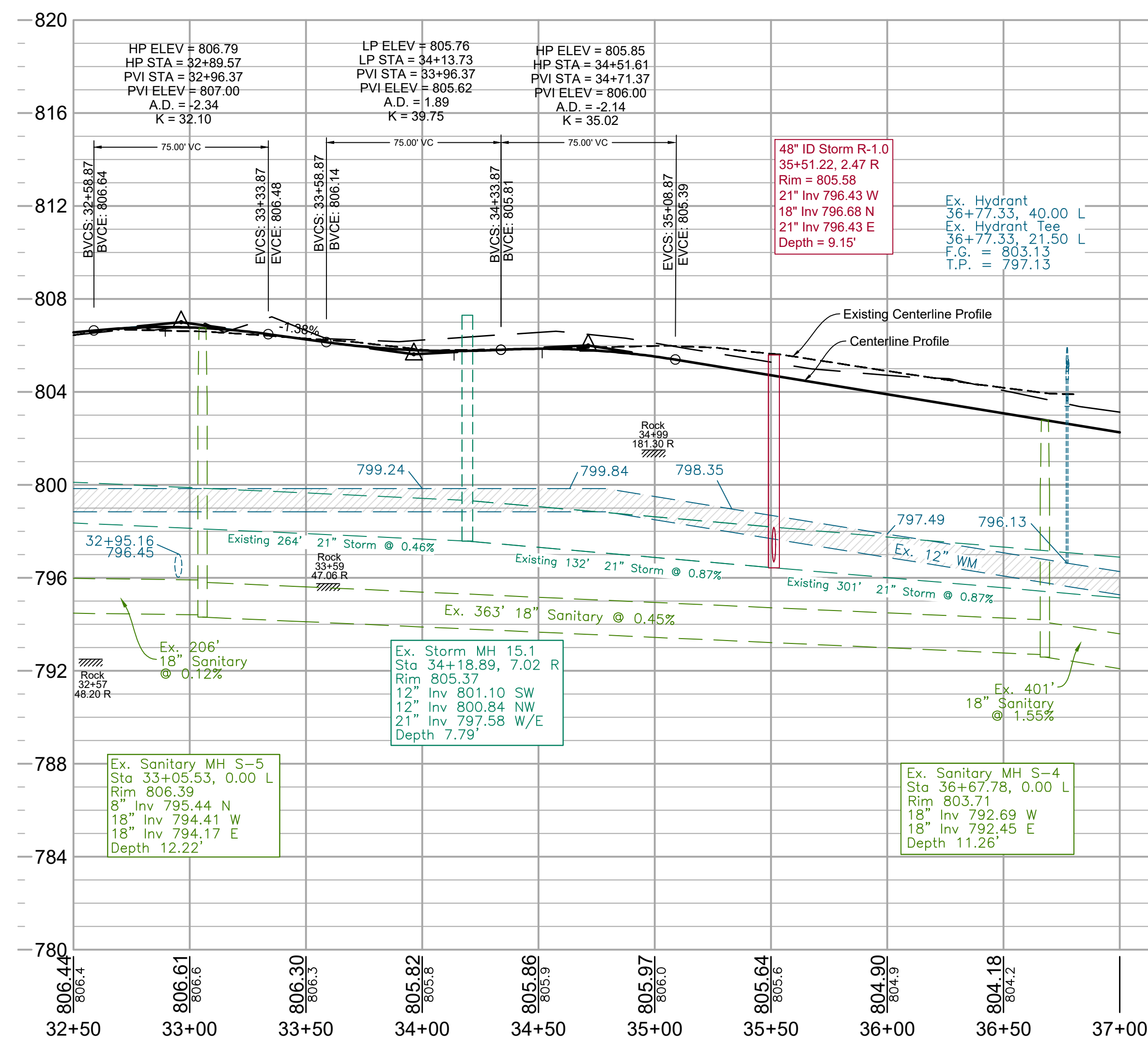
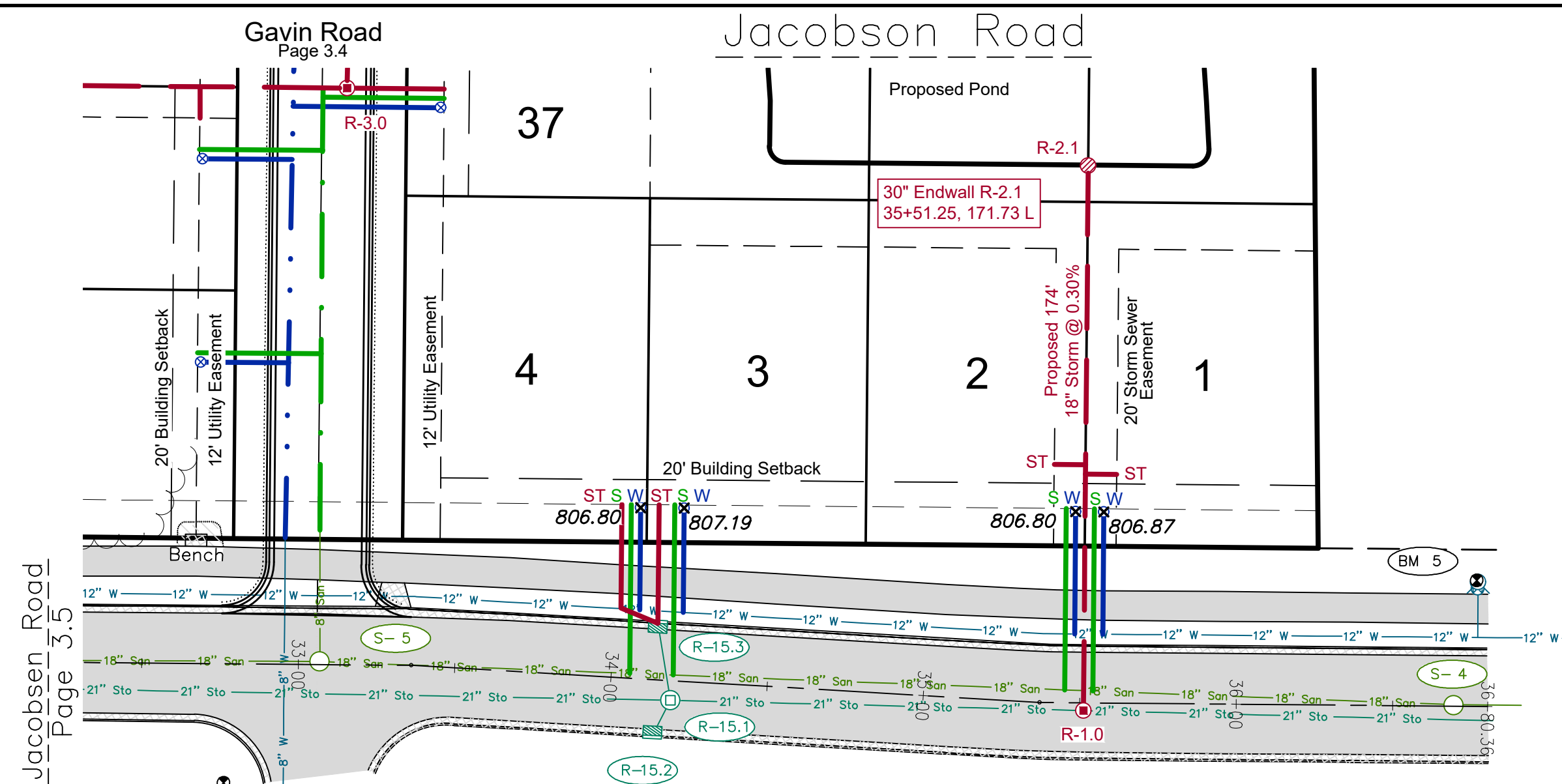
Horizon Crossing
Village of Fox Crossing, Winnebago County, WI
For: Tom McHugh Construction, LLC

IMPROVEMENT PLANS
Jacobson Road
Sta 22+02.78 to 32+50

DAVE ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davei.pro

File name: 8024Prof4.dwg
Date: April 28, 2025
Engineer: JRD
Drafted By: jennifer

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NOTES:

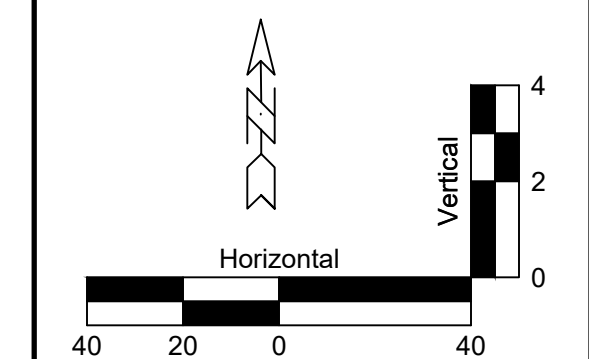
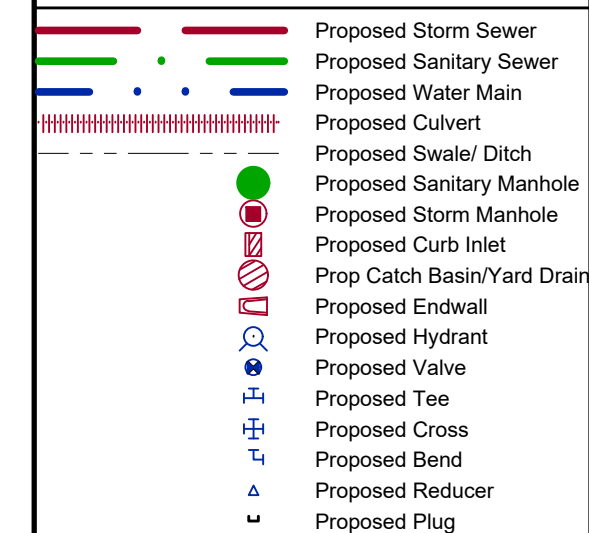
RADIUS STATIONING IS TO BACK OF CURB

814.16 = PROPOSED GRADE


ENDWALLS ARE INCLUDED IN CULVERT LENGTH

JACOBSEN ROAD & TRAIL PAVEMENT SHALL BE REPAIRED IN ACCORDANCE WITH VILLAGE REQUIREMENTS.

LEGEND



<p>Horizon Crossing Village of Fox Crossing, Winnebago County, WI For: Tom McHugh Construction, LLC</p>	<p>IMPROVEMENT PLANS Jacobsen Road Sta 32+50 to 36+80.36</p>
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**DAVEY ENGINEERING &
ENVIRONMENTAL, INC.**
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-391-1866 Fax: 920-441-0804
www.davey.org

Filename:
8024Prof4.dwg

Date

April 28, 2025
Engineer: JRD | Drafted By: jennife

3.6

April 28, 2025, 9:14 AM, Printed by: jennifer

EXHIBIT E

Listing of Fees, Charges, Escrows and Letter of Credit

The following fees, escrows and charges are required to be paid with the developers agreement:

Administration Fees:	\$ 2,000
Attorney Fees:	\$ 3,500
Escrow per Article III. A. 4.	\$ 1,500 (\$1,200 refundable if all required information is submitted to Village)
Sub Total Fees	<u>\$ 7,000</u>

	Total Cost
Sanitary Sewer	\$16,800
Water Main	\$15,200
Storm Sewer	\$18,400
Roadway	\$13,600
Project Supplies	\$ 1,000
Total Inspection fees	\$65,000

Total Review, Escrow and Inspections Fees:	<u>\$72,000</u>
Total Interceptor Impact Fee at \$1,500 per acre for 12.5 acres	<u>\$18,750</u>
Street Maintenance Fee & Street Signs.	<u>\$ 1,500.00</u>
Park Fee in Lieu of Land Dedication at \$1,290.38 per unit	<u>\$74,842.04</u>
<u>Total of all fees due with development agreement</u>	<u>\$167,092.04</u>

The following fees are paid with each building permit issued along with other building permit fees. These fees are the current fees and may change if a building permit is not issued during the current calendar year.

Current Park Impact Fee.

(Multifamily) \$412 (1 bedroom) per unit
\$617 (2 bedroom) per unit
\$823 (3 bedroom or more) per unit
\$823 (Single Family) per unit

Current Park Impact Fee when all permits are issued for 58 single family units at \$823.00 per unit \$47,734.00

Sanitary Sewer Connection Charges \$448/dwelling unit for 58 single family units \$25,984

ESCROW, SECURITY AND DEPOSIT ACCOUNT CONTROL AGREEMENT

THIS ESCROW, SECURITY AND DEPOSIT ACCOUNT CONTROL AGREEMENT (this "**Agreement**"), is made and entered into as of _____, 2025 by and among Tom McHugh Construction LLC, a Wisconsin limited liability company ("**TMC**"), the Village of Fox Crossing, a Wisconsin municipal corporation (the "**Village**"), and Fox Communities Credit Union, as escrow agent and depository institution (the "**Escrow Agent**").

WHEREAS, TMC and Village have entered into a certain Development Agreement, dated as of _____, 2025 (the "**Development Agreement**"), pursuant to which TMC will develop a subdivision in the Village of Fox Crossing to be known as Horizon Crossing; and

WHEREAS, the Development Agreement provides that TMC must provide security to the Village in an amount necessary to cover the cost of required public improvements.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Development Agreement.
2. Escrow Deposit. Simultaneously with the execution and delivery of this Agreement, \$1,328,400.00 (the "**Escrow Amount**") has been deposited with the Escrow Agent. The Escrow Amount, together with all interest, dividends, income, capital gains and other amounts earned thereon or derived therefrom ("**Escrow Income**") (collectively with the Escrow Amount, the "**Escrow Funds**"), will be available for TMC to use to complete the work to be done by TMC pursuant to the Development Agreement and the Escrow Amount will provide security to the Village for public improvements as outlined below. The Escrow Agent hereby acknowledges it has the Escrow Amount on deposit in the name of TMC and agrees to hold the Escrow Amount as Escrow Agent for Village and TMC (the "**Escrow Account**"), subject to the terms and conditions of this Agreement. The Escrow Agent shall not distribute or release the Escrow Funds except in accordance with the express terms and conditions of this Agreement.
3. Investment of Escrow Account. Unless otherwise agreed in joint written instructions signed by the Village and TMC, the Escrow Agent shall continue to hold the Escrow Amount in the following account owned by TMC: Fox Communities Credit Union interest-bearing money market account number: _____ (the "**Deposit Account**").
4. Release of Escrow Funds. The Escrow Amount shall only be distributed and released as follows:
 - (a) To TMC: TMC may request disbursements of funds from the Escrow Account from time to time by submitting a written request to the Escrow Agent and Village specifying:
 - (i) The amount requested;
 - (ii) The purpose of the disbursement, including a description of the work completed or to be performed; and

- (iii) Reasonable supporting documentation, including invoices, contractor billing statements, or other documentation as may be reasonably required by the Village.

The Village shall have ten (10) business days from receipt of the request to review and either approve or reject the disbursement request. If the Village does not respond in writing to TMC and the Escrow Agent within such period, the request shall be deemed approved. Upon approval, the Escrow Agent shall promptly disburse the approved amount to TMC or directly to the contractor or vendor, as directed in the disbursement request.

If the Village in good faith delivers to the Escrow Agent and TMC a written rejection to any request for disbursement, then the Escrow Agent shall not distribute to TMC any portion of the funds in the Escrow Account that are disputed until the Escrow Agent receives either joint written instructions or an order of any court of competent jurisdiction directing the release. However, if the Village objects only in part to any request, the Escrow Agent shall deliver to TMC the portion of the requested disbursement not objected to by Village.

(b) To Village: The Escrow Amount constitutes security for the timely and proper completion of the public improvements required under the Development Agreement (the “Required Public Improvements”). If TMC materially breaches its obligation to construct or complete any portion of the Required Public Improvements in accordance with the Development Agreement, and such breach is not cured within thirty (30) days after written notice from the Village to the Developer specifying the nature of the breach (the “Cure Period”), then the Village shall be entitled to submit a written demand to the Escrow Agent for release of sufficient funds from the Escrow Account to cover the estimated cost of completing the remaining or deficient Required Public Improvements.

Upon receipt of a written certification from the Village stating that (a) TMC is in material breach with respect to the Required Public Improvements, (b) such breach was not cured during the Cure Period, and (c) the Village intends to use the released funds from the Escrow Account solely for the completion or correction of the Required Public Improvements, the Escrow Agent shall promptly disburse to the Village from the Escrow Account such amount(s) as requested; provided, not to exceed the total remaining balance. The total distributed to the Village under this Agreement may never exceed the Escrow Account, regardless of whether the Escrow Agent may have additional funds of TMC on deposit.

Any funds released to the Village pursuant to this provision shall be used exclusively for the purpose of completing, correcting, or otherwise assuring proper installation of the Required Public Improvements. Upon completion of all Required Public Improvements and resolution of any outstanding obligations related thereto, any remaining funds in the Escrow Account shall be returned to TMC.

5. Grant of Security Interest. TMC hereby grants to the Village, to secure the payment and performance of the Required Public Improvements, a first-position security interest in all TMC's right, title, and interest in, to and under the Deposit Account. TMC and Village acknowledge that they intend for this security interest to be perfected under the next section of this Agreement by control of the deposit account pursuant to Wisconsin Statutes § 409.312(2)(a) and § 409.314. Escrow Agent agrees that said security is paramount and superior to any competing security interest held by Escrow Agent.

6. Deposit Account Control. In the event of a conflict between the provisions of this section and the other sections of this Agreement, this section shall control and take precedence over any conflicting language. If TMC materially breaches its obligation to construct or complete any portion of the Required Public Improvements in accordance with the Development Agreement and fails to cure the breach within the Cure Period, the Village may at its option deliver a Notice of Sole Control (defined below) and the Escrow Agent may rely on such notice without further consent from TMC.

If at any time the Village delivers to the Escrow Agent a notice instructing the Escrow Agent as the depository institution to terminate TMC's access to the Deposit Account (a "Notice of Sole Control"), the Escrow Agent agrees that, after receipt of such notice, it will take all instructions with respect to such Deposit Account solely from the Village without the further consent of TMC, and will terminate all instructions and orders originated by TMC with respect to such Deposit Account or any funds therein, and cease taking instructions from TMC.

The Escrow Agent shall comply with instructions directing the disposition of Escrow Funds as otherwise set forth in this Agreement until such time as the Village delivers a Notice of Sole Control to the Escrow Agent and TMC. Escrow Agent will not be liable to the Village for disbursing funds pursuant to the other sections of this Agreement prior to receiving, and having a reasonable opportunity to act on, a Notice of Sole Control. Escrow Agent shall comply with, and is fully entitled to rely upon, any instruction from the Village, even if such instruction is contrary to any instruction that TMC may give or may have given to the Escrow Agent.

Escrow Agent will not be liable to TMC or the Village for complying with a Notice of Sole Control or with instructions concerning the Deposit Account originated by Village, unless action is taken after Escrow Agent is served with an injunction, restraining order, or other legal process enjoining it from doing so.

Notwithstanding any provision herein granting the Village authority to direct disposition of funds in the Deposit Account, the Village acknowledges and agrees that it shall remain liable to TMC for any loss, damage, or expense suffered by TMC as a result of the Village's improper, unauthorized, or wrongful exercise of control over the Deposit Account or the funds therein.

7. Inspection Rights and Account Statements. TMC and Village shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to this Agreement and to receive monthly reports of the status of the Escrow Account. On or before the tenth Business Day following each month during the term hereof, the Escrow Agent shall deliver account statements to TMC and Village with respect to the Escrow Account for the prior month.

8. Termination. This Agreement shall terminate in its entirety upon the earliest to occur of the following events:

(a) Escrow Agent receives written instructions, executed jointly by both the Village and TMC, directing the Escrow Agent to terminate this Agreement and disburse or release the remaining funds in the Escrow Account in accordance with such instructions.

(b) TMC delivers to the Village and Escrow Agent written notice, with supporting documentation reasonably demonstrating that all Required Public Improvements have been completed in accordance with the Development Agreement and applicable plans and specifications; and the Village does not deliver to TMC and Escrow Agent a written objection specifying any remaining deficiencies in the Required Public Improvements within thirty (30) days after receipt of such notice. If the Village does not timely object in writing as provided above, the Required Public Improvements shall be deemed accepted by the Village for purposes of this Agreement.

Upon the occurrence of either (a) or (b), the Escrow Agent shall: release any remaining balance in the Escrow Account to TMC (unless otherwise jointly instructed in writing by the Village and TMC); acknowledge and confirm the termination of this Agreement; and be fully and finally discharged from all further duties and obligations hereunder. Upon such termination, the Village shall have no further claim to or interest in the Escrow Account or the funds held therein. The Developer shall thereafter have full access to and control over the Escrow Account if it remains open.

9. Conditions to Escrow. The Escrow Agent agrees to hold the Escrow Funds in the Escrow Account and to perform in accordance with the terms and provisions of this Agreement. Village and TMC agree that the Escrow Agent does not assume any responsibility for the failure of Village or TMC to perform in accordance with the Development Agreement or this Agreement. The acceptance by the Escrow Agent of its responsibilities hereunder is subject to the following terms and conditions, which the parties hereto agree shall govern and control with respect to the Escrow Agent's rights, duties, liabilities and immunities:

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the other parties to this Agreement. The Escrow Agent shall not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner reasonably satisfactory to it.

(b) The Escrow Agent shall be protected in acting upon any written notice, consent, receipt or other paper or document furnished to it, not only as to its due execution and validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(c) The Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct.

(d) The Escrow Agent may consult with, and obtain advice from, legal counsel in the event of any question as to any of the provisions hereof or the duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

(e) The Escrow Agent shall neither be responsible for, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document between the other parties hereto, including, without limitation, the Development Agreement. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement, instrument or document.

(f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from TMC or Village which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing jointly by TMC and Village or by order of a court of competent jurisdiction. The Escrow Agent shall have the option, after thirty (30) days' notice to TMC and Village of its intention to do so, to file an action in interpleader requiring TMC and Village to answer and litigate any claims and rights among themselves.

10. Resignation and Removal of Escrow Agent.

(a) The Escrow Agent reserves the right to resign at any time by giving sixty (60) days written notice of resignation, specifying the effective date thereof. On the effective date of such resignation, the Escrow Agent shall deliver this Agreement together with the Escrow Funds and any and all related instruments or documents to any successor escrow agent agreeable to TMC and Village. If a successor escrow agent has not been appointed and has not accepted such appointment, the Escrow Agent may, but shall not be obligated to, apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. Any such resulting appointment shall be binding upon all of the parties to this Agreement. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor escrow agent shall continue to act as Escrow Agent until a successor is appointed and qualified to act as Escrow Agent.

(b) The Escrow Agent may be removed (with or without cause) and a new escrow agent may be appointed upon mutual agreement of TMC and Village. In such event, TMC and Village shall deliver joint written notice to the Escrow Agent of such removal together with joint written instructions authorizing delivery of this Agreement together with the Escrow Funds and any and all related instruments or documents to a successor escrow agent.

11. Taxes. Each of TMC and Village agree that, for purposes of United States federal and other taxes based on income, TMC shall be treated as the owner of the Escrow Funds and TMC shall report the income, if any, that is earned on, or derived from, the Escrow Funds as its income, in the taxable year or years in which such income is properly includible and pay any taxes attributable thereto.

12. Business Days. If any date on which the Escrow Agent is required to make an investment or a delivery pursuant to the provisions hereof is not a day on which the Escrow Agent is open for business, then the Escrow Agent shall make such investment or delivery on the next succeeding Business Day.

13. Escrow Costs. TMC shall pay the fees and expenses of the Escrow Agent for the services to be rendered by the Escrow Agent pursuant to this Agreement.

14. Force Majeure. No party shall be liable or responsible to the other parties, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control ("**Force Majeure Events**"), including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below their signatures (or at such other address for a party as shall be specified in a notice given in accordance with this Section). Notwithstanding the above, in the case of communications delivered to the Escrow Agent whereby the Escrow Agent must act based on a specified number of days upon its receipt of such communication, if applicable, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office.

16. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

17. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States for the Eastern District of Wisconsin or the courts of the State of Wisconsin in Winnebago County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the date first written above.

Tom McHugh Construction LLC

By: _____
Tom McHugh, Member

Address for Notices:

Mail: _____

Email: _____

Copy to: Attorney Ryan M. Plisch, Dempsey Law Firm, LLP
210 N. Main St., Oshkosh, WI 54901
RMP@dempseylaw.com

Village of Fox Crossing

By: _____
Print Name and Title: _____

Address for Notices:

Mail: Village of Fox Crossing c/o Director of Community Development
2000 Municipal Drive Neenah, WI 54956
w/copy by Email: gdearborn@foxcrossingwi.gov

and copy to: Attorney Andrew Rossmeissl
arossmeissl@herrlingclark.com

Fox Communities Credit Union

By: _____
Print Name and Title: _____

Address for Notices:

Mail: _____

Email: _____

Copy to: _____

RES #250825-4

CERTIFIED SURVEY MAP – 4807 WEST PROSPECT AVENUE & 2591 SOUTH CASALOMA DRIVE

WHEREAS, the applicant requests approval of a Certified Survey Map (CSM) to conduct the following land division actions:

1. Divide parcel #1210120 located at 4807 West Prospect Avenue and combine the northerly portion of the parcel with parcel #121012001 to form a newly created Lot 1.
2. Combine the southerly portion of parcel #1210120 with parcels #1210125, #121012002, #12101250101, #121012501, #121012502, #12101150101 located at 2591 South Casaloma Drive to form a newly created Lot 2; and

WHEREAS, the Village of Fox Crossing Planning Commission reviewed this item at their August 20, 2025 meeting and recommended approval of the Certified Survey Map with the following conditions:

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

Planning Commission: 6 Aye 0 Nay 1 Excused 0 Abstain

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

Adopted this 25th day of August, 2025

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

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Salinas, Village Clerk

MEMO

Date: August 13, 2025
To: Village Planning Commission Members
From: Community Development Department Staff
RE: New Business Item 1 Certified Survey Map – Bachman Enterprises and Black Creek Lime Stone, 2407 Prospect Ave.

Overview

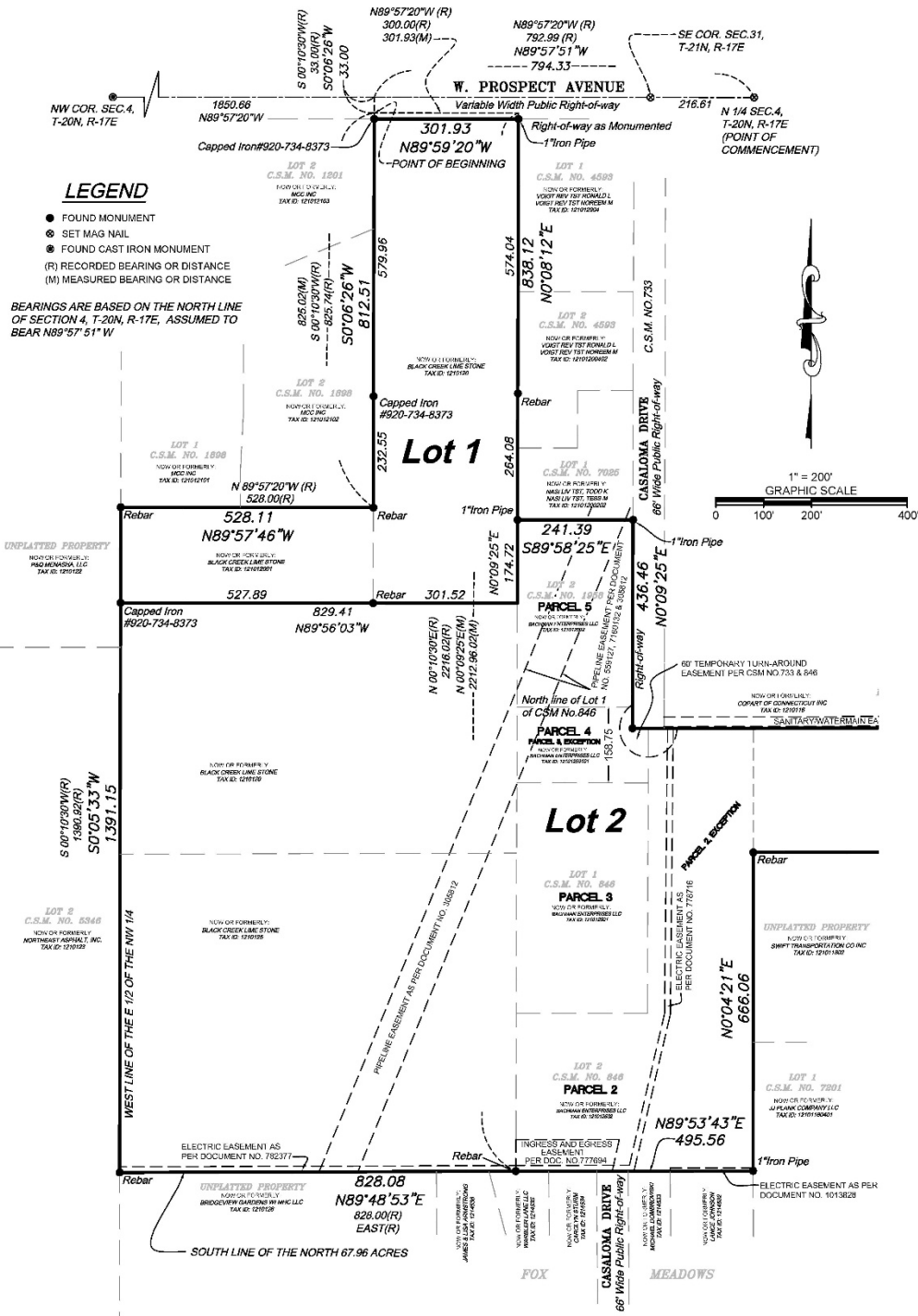
Black Creek Lime Stone and Bachman Enterprises Certified Survey Map that retains the norther portion of Black Creek Lime Stone's property and then attaches the balance of their property to Bachman Enterprises. The newly created lot two will have access to a pubic road Casaloma Drive.

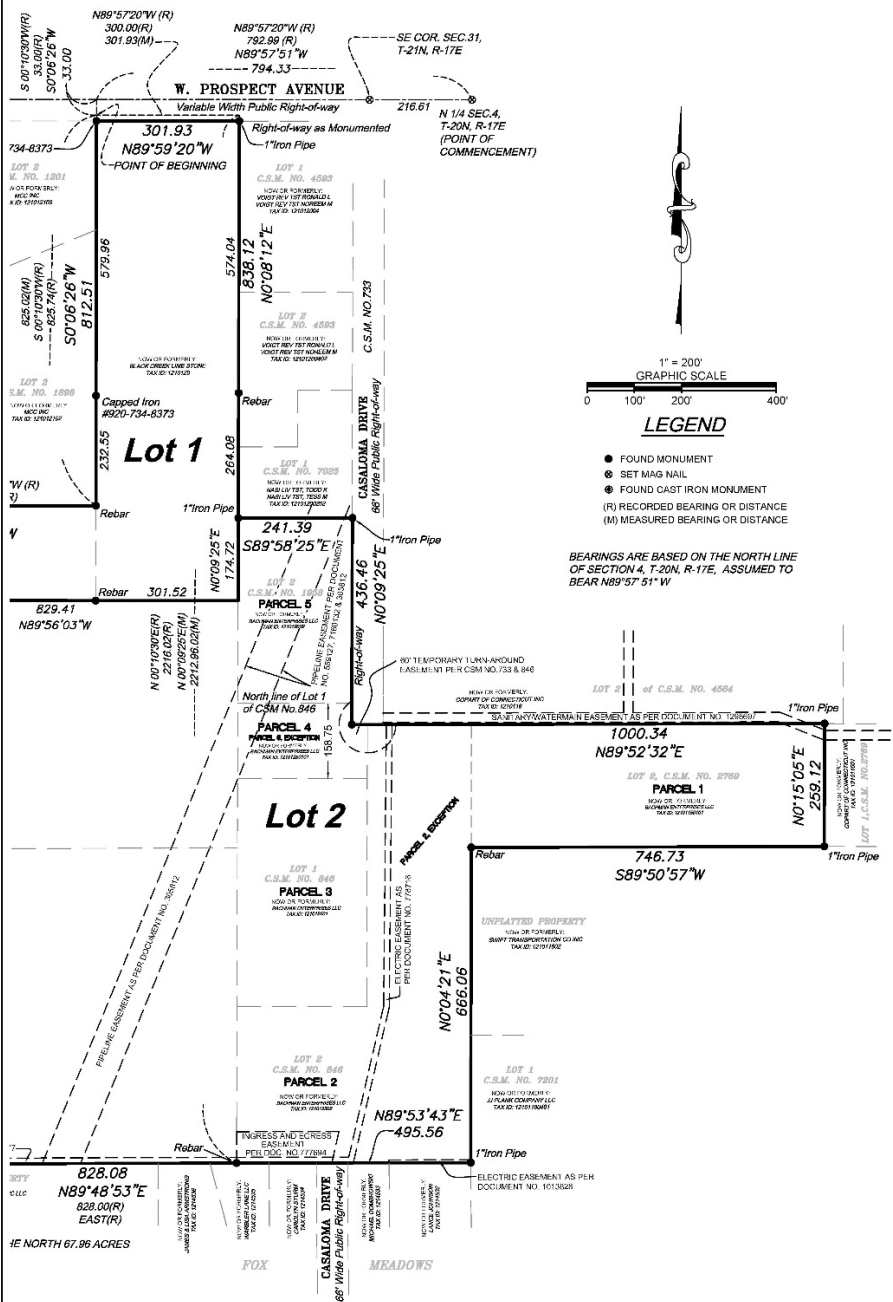
Bachman Enterprises intends to expand its storage of damaged insurance vehicles that are stored on a temporary basis. A site plan will be required at a future date to allow this use. Although staff is not excited about this type of land use it is allowed with conditions in the I-2 Heavy Industrial zoning district. Clearly an update or rewrite of our zoning ordinance is needed to address this and many other issues with our current zoning ordinance.

Fox Crossing GIS Map



CERTIFIED SURVEY MAP NO. _____ Sheet 1 of 4 Sheets





Staff Recommendation

1. All taxes shall be paid prior to the recording of this CSM.
2. The applicant shall provide the Village with a copy of the recorded CSM.

RES #250825-5

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:

Brittany Fenner – Approved
Jennifer Van Os – Approved
Priscilla Brueggemann – Approved
Kahlan Hunt – 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 25th day of August, 2025

Requested by: Scott Blashka, Police Chief

Submitted by: Dale A. Youngquist, Village President

Dale A. Youngquist, Village President

Attest: Darla M. Salinas, Village Clerk

RES #250825-6

EXPENDITURES

WHEREAS, the Village of Fox Crossing has outstanding invoices totaling: \$3,097,077.95

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

Pending:	
General Fund	\$ 102,935.59
Special Revenue Fund	\$ 1,216,276.24
Debt Fund	\$ -
Capital Projects Fund	\$ 159,883.55
Water Fund	\$ 364,666.51
Sewer Fund	\$ 309,993.18
Stormwater Fund	\$ 26,984.98
Trust & Agency Fund	\$ 360.00
Special Processed Payments	\$ 915,977.90
Total:	<u><u>\$ 3,097,077.95</u></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 25th day of August, 2025.

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

Dale A. Youngquist, Village President

Attest: Darla M. Salinas, Village Clerk

VILLAGE OF FOX CROSSING
2000 Municipal Drive
Neenah, WI 54956

EXPENDITURE SUMMARY

For Accounts Payable Period Ending: August 19, 2025
For Village Board Meeting of: August 25, 2025

REGULAR PROCESSED CHECKS

	AMOUNT
General Fund	\$102,935.59
Special Revenue Funds	\$1,216,276.24
Debt Fund	\$0.00
Capital Projects Fund	\$159,883.55
Water Fund	\$364,666.51
Sewer Fund	\$309,993.18
Stormwater Fund	\$26,984.98
Trust & Agency Fund	\$360.00
	<hr/>
Total Bills for	August 25, 2025
	<hr/> \$2,181,100.05 <hr/>

SPECIAL PROCESSED PAYMENTS

CHECK #	PAYEE		DEPT. /PURPOSE	AMOUNT
	Village Specials	8/6-8/19/2025	**See Attached Listing**	\$285,616.18
ACH	Employee Benefits Corp	8/7-8/19/2025	Flex Spending Claims	\$1,171.84
ACH	Elavon	8/7/2025	CC Fees	\$331.72
ACH	ETF	8/14/2025	Medical Ins	\$184,064.66
ACH	WI Retirement	8/14/2025	Retirement	\$148,747.26
ACH	TVRP	8/14/2025	Suspension Fees	\$6.00
ACH	PayTrac	8/14/2025	CC Fees	\$259.12
ACH	North Shore	8/19/2025	Deferred Comp	\$1,450.00
ACH	WDC	8/1/2025	Deferred Comp	\$7,063.32
ACH	Paymentus	8/19/2025	CC Fees	\$2,726.83
54606-54611	Payroll	8/14/2025	Payroll	\$2,585.56
ACH	Payroll	8/14/2025	Payroll	\$202,083.46
ACH	Payroll	8/14/2025	Taxes	\$79,871.95
				<hr/>
Total Special Processed Payments				\$915,977.90 <hr/>
GRAND TOTAL				\$3,097,077.95 <hr/>