

2 **RESOLUTION: AWARD THE SALE OF \$4,150,000 GENERAL OBLIGATION PROMISSORY**
3 **NOTES**

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6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, on September 15, 2015, the County Board of Supervisors of Winnebago County, Wisconsin
8 (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the "Authorizing Resolution")
9 authorizing the issuance and providing for the sale of general obligation promissory notes (the "Notes") in an amount
10 not to exceed \$4,150,000 for the purpose of paying the cost of constructing, remodeling and improving roads,
11 highways, bridges, buildings and sites and acquiring and installing furnishings, fixtures and equipment (the "Project");
12

13 **WHEREAS**, pursuant to the Authorizing Resolution, the County Board of Supervisors heretofore has directed
14 its financial advisor, Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes in the
15 principal amount of \$4,150,000 to pay costs of the Project;
16

17 **WHEREAS**, Baird, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy
18 of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the
19 bid requirements for the Notes and indicating that the Notes would be offered for public sale on October 20, 2015;
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21 **WHEREAS**, the County Clerk (in consultation with Baird) caused notice of the sale of the Notes to be
22 published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the
23 Notes for public sale;
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25 **WHEREAS**, the County has duly received bids for the Notes as described on the Bid Tabulation attached
26 hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and
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28 **WHEREAS**, it has been determined that the bid proposal (the "Proposal") submitted by the financial
29 institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of
30 Sale and is deemed to be the most advantageous to the County. Baird has recommended that the County accept
31 the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C
32 and incorporated herein by this reference.
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34 **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Supervisors of the County that:
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36 Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The County Board of
37 Supervisors of the County hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto
38 as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and
39 circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the County and
40 Baird in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials
41 are hereby ratified and approved in all respects.
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43 Section 1B. Award of the Notes. The Proposal of the Purchaser offering to purchase the Notes for the sum
44 set forth on the Proposal, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the
45 County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good
46 faith deposit of the Purchaser shall be retained by the County Treasurer until the closing of the note issue, and any
47 good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at
48 the rates set forth on the Proposal.
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50 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall
51 be issued in the aggregate principal amount of \$4,150,000; shall be dated November 10, 2015; shall be in the
52 denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest
53 at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the
54 Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable
55 semi-annually on April 1 and October 1 of each year commencing on April 1, 2016. Interest shall be computed upon
56 the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal
57 Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the
58 Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

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Section 3. Redemption Provisions. The Notes maturing on April 1, 2023 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on April 1, 2022 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 County and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

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 E 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 County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2015 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County 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 County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County 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 County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, 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 County 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 \$4,150,000 General Obligation Promissory Notes, dated November 10, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County 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 County, 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").

120 (C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted
121 Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited
122 in the general fund of the County, unless the County Board of Supervisors directs otherwise.
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124 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the
125 "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the
126 Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct
127 from all other funds of the County and disbursed solely for the purposes for which borrowed or for the payment of the
128 principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund
129 operating expenses of the general fund of the County or of any special revenue fund of the County that is supported
130 by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any
131 monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the
132 purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not
133 needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service
134 Fund Account.
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136 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments,
137 but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the
138 meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility
139 for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on
140 the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage
141 bonds," within the meaning of the Code or Regulations.
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143 Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects
144 financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private
145 activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with
146 the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes
147 including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it
148 will not take any action, omit to take any action or permit the taking or omission of any action within its control
149 (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or
150 omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the
151 meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the
152 recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the
153 responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can
154 and covenanting that it will comply with the provisions of the Code and Regulations.
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156 (b) The County also covenants to use its best efforts to meet the requirements and restrictions of any
157 different or additional federal legislation which may be made applicable to the Notes provided that in meeting such
158 requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the
159 laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.
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161 Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as
162 "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial
163 institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and
164 acquiring tax-exempt obligations.
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166 Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed
167 form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk,
168 authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a
169 facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus
170 accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the
171 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has
172 contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall
173 be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to
174 be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the
175 same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
176 directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements
177 as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and
178 agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including
179 but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and

180 rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes
181 is hereby ratified and approved in all respects.

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183 Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by
184 the County Clerk or County Treasurer (the "Fiscal Agent").

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186 Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the
187 registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note
188 shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of
189 either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall
190 be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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199 The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to
200 execute any new Note or Notes necessary to effect any such transfer.

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202 Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment
203 date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest
204 payment date shall be made to the registered owners of the Notes as they appear on the registration book of the
205 County at the close of business on the Record Date.

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207 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the
208 Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County
209 agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on
210 behalf of the County and on file in the County Clerk's office.

211
212 Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official
213 Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for
214 purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities
215 and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation
216 of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and
217 approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official
218 Statement and any addenda or Final Official Statement. The County Clerk shall cause copies of the Preliminary
219 Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

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

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

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

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238 Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to
239 the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond
240 insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond

241 insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions
242 regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance
243 policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices
244 to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond
245 insurance policy shall be made in the form of Note provided herein.
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247 Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of
248 the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are,
249 hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any
250 reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The
251 foregoing shall take effect immediately upon adoption and approval in the manner provided by law.
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253 Adopted and recorded October 20, 2015.
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257 _____
258 David W. Albrecht
259 Winnebago County Board Chairperson

260 ATTEST:

261 _____
262 Susan T. Ertmer
263 County Clerk
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265 Respectfully submitted by:

266 **PERSONNEL AND FINANCE COMMITTEE**

267 Committee Vote: _____

268 Vote Required for Passage: **Three-Fourths of Membership**

269
270 Approved by the Winnebago County Executive this _____ day of _____, 2015.
271

272 _____
273 Mark L Harris
274 Winnebago County Executive