

2
3 RESOLUTION AWARDING THE SALE OF
4 GENERAL OBLIGATION PROMISSORY NOTES,
5 SERIES 2017A
6

7 WHEREAS, on March 5, 2015, the County Board of Supervisors of Dane County,
8 Wisconsin (the "County") adopted a resolution (the "2015 Initial Resolution") by a 3/4 vote
9 authorizing the issuance of general obligation bonds and promissory notes in an amount not to
10 exceed \$81,440,000 for public purposes, consisting of paying the cost of various projects listed
11 in the 2015 Initial Resolution (collectively, the "2015 Project");

12 WHEREAS, on February 4, 2016, the County Board of Supervisors of Dane County,
13 Wisconsin (the "County") adopted a resolution (the "2016 Initial Resolution") by a 3/4 vote
14 authorizing the issuance of general obligation bonds and promissory notes in an amount not to
15 exceed \$54,650,000 for public purposes, consisting of paying the cost of various projects listed
16 in the 2016 Initial Resolution (collectively, the "2016 Project");

17 WHEREAS, on June 15, 2017, the County Board of Supervisors of Dane County,
18 Wisconsin (the "County") adopted a resolution (the "2017 Initial Resolution" and collectively
19 with the 2015 Initial Resolution and the 2016 Initial Resolution, the "Initial Resolutions") by a
20 3/4 vote authorizing the issuance of general obligation bonds and promissory notes in an amount
21 not to exceed \$74,720,000 for public purposes, consisting of paying the cost of various items
22 included in the County's Capital Budget, including but not limited to: general government; public
23 safety; human services; conservation and economic development; culture and recreation; and
24 public works projects, as listed with estimated amounts in the 2017 Initial Resolution
25 (collectively with the 2015 Project and the 2016 Project, the "Project");

26 WHEREAS, the County Board of Supervisors now deems it to be necessary, desirable
27 and in the best interest of the County to issue general obligation promissory notes in the
28 aggregate principal amount of \$59,765,000 (the "Notes") for the purpose of paying the cost of
29 certain projects described in the Initial Resolutions with a term of 10 years or less (collectively,
30 the "Project");

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

34
35 WHEREAS, the County is authorized by the provisions of Section 67.12(12), Wisconsin
36 Statutes, to borrow money and issue general obligation promissory notes for such public
37 purposes;

38
39 WHEREAS, none of the proceeds of the Notes shall be used to fund the operating
40 expenses of the general fund of the County or to fund the operating expenses of any special
41 revenue fund of the County that is supported by the property taxes;

42 WHEREAS, in the Initial Resolutions, the County directed Ehlers & Associates, Inc.
43 ("Ehlers") to take the steps necessary to sell the Notes;

44 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of
45 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)
46 setting forth the details of and the bid requirements for the Notes and indicating that the Notes
47 would be offered for public sale on September 7, 2017;

48
49 WHEREAS, the Controller (in consultation with Ehlers) caused a form of notice of the
50 sale to be published and/or announced and caused the Notice of Sale to be distributed to potential
51 bidders offering the Notes for public sale on September 7, 2017;

52
53 WHEREAS, the County has duly received bids for the Notes as described on the Bid
54 Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid
55 Tabulation"); and

56
57 WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by
58 the financial institution listed first on the Bid Tabulation fully complies with the bid
59 requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the
60 County. Ehlers has recommended that the County accept the Proposal. A copy of said Proposal
61 submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated
62 herein by this reference.

63
64 NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the
65 County that:

66 Section 1A. Ratification of the Notice of Sale and Offering Materials. The County
67 Board of Supervisors of the County hereby ratifies and approves the details of the Notes set forth
68 in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other
69 offering materials prepared and circulated by Ehlers are hereby ratified and approved in all
70 respects. All actions taken by officers of the County and Ehlers in connection with the
71 preparation and distribution of the Notice of Sale, and any other offering materials are hereby
72 ratified and approved in all respects.

73 Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost
74 of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the
75 principal sum of FIFTY-NINE MILLION SEVEN HUNDRED SIXTY-FIVE THOUSAND
76 DOLLARS (\$59,765,000) from the Purchaser in accordance with the terms and conditions of the
77 Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on
78 the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set
79 forth on the Proposal is hereby accepted. The Chairperson and County Clerk or other
80 appropriate officers of the County are authorized and directed to execute an acceptance of the
81 Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by
82 the County Treasurer and applied in accordance with the Notice of Sale, and any good faith
83 deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear
84 interest at the rates set forth on the Proposal.

85

86 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation
87 Promissory Notes, Series 2017A"; shall be issued in the aggregate principal amount of
88 \$59,765,000; shall be dated September 28, 2017; shall be in the denomination of \$5,000 or any
89 integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates
90 per annum and mature on June 1 of each year, in the years and principal amounts as set forth on
91 the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference.
92 Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on
93 June 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day
94 months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.
95 The schedule of principal and interest payments due on the Notes is set forth on the Debt Service
96 Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the
97 "Schedule").
98

99 Section 3. Redemption Provisions. The Notes maturing on June 1, 2025 and thereafter
100 shall be subject to redemption prior to maturity, at the option of the County, on June 1, 2024 or
101 on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from
102 maturities selected by the County and within each maturity, by lot, at the principal amount
103 thereof, plus accrued interest to the date of redemption.

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

107 Section 5. Tax Provisions.

108 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the
109 principal of and interest on the Notes as the same becomes due, the full faith, credit and
110 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of
111 the taxable property of the County a direct annual irrepealable tax in the years 2017 through
112 2026 for payments due in the years 2018 through 2027 in the amounts set forth on the Schedule.

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

121 (C) Additional Funds. If at any time there shall be on hand insufficient funds
122 from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due,
123 the requisite amounts shall be paid from other funds of the County then available, which sums
124 shall be replaced upon the collection of the taxes herein levied.
125

126 Section 6. Segregated Debt Service Fund Account.
127

128 (A) Creation and Deposits. There be and there hereby is established in the
129 treasury of the County, if one has not already been created, a debt service fund, separate and
130 distinct from every other fund, which shall be maintained in accordance with generally accepted
131 accounting principles. Debt service or sinking funds established for obligations previously
132 issued by the County may be considered as separate and distinct accounts within the debt service
133 fund.
134

135 Within the debt service fund, there hereby is established a separate and distinct account
136 designated as the "Debt Service Fund Account for \$59,765,000 General Obligation Promissory
137 Notes, Series 2017A, dated September 28, 2017" (the "Debt Service Fund Account") and such
138 account shall be maintained until the indebtedness evidenced by the Notes is fully paid or
139 otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account
140 (i) all accrued interest received by the County at the time of delivery of and payment for the
141 Notes; (ii) any premium which may be received by the County above the par value of the Notes
142 and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts
143 appropriated for the specific purpose of meeting principal of and interest on the Notes when due;
144 (iv) such other sums as may be necessary at any time to pay principal of and interest on the
145 Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi)
146 such further deposits as may be required by Section 67.11, Wisconsin Statutes.
147

148 (B) Use and Investment. No money shall be withdrawn from the Debt Service
149 Fund Account and appropriated for any purpose other than the payment of principal of and
150 interest on the Notes until all such principal and interest has been paid in full and the Notes
151 canceled; provided (i) the funds to provide for each payment of principal of and interest on the
152 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be
153 invested in direct obligations of the United States of America maturing in time to make such
154 payments when they are due or in other investments permitted by law; and (ii) any funds over
155 and above the amount of such principal and interest payments on the Notes may be used to
156 reduce the next succeeding tax levy, or may, at the option of the County, be invested by
157 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or
158 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes
159 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service
160 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform
161 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any
162 applicable Treasury Regulations (the "Regulations").
163

164 (C) Remaining Monies. When all of the Notes have been paid in full and
165 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service
166 Fund Account shall be transferred and deposited in the general fund of the County, unless the
167 County Board of Supervisors directs otherwise.
168

169 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of
170 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be
171 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)

172 shall be deposited into a special fund separate and distinct from all other funds of the County and
173 disbursed solely for the purpose or purposes for which borrowed or for the payment of the
174 principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund
175 be used to fund operating expenses of the general fund of the County or of any special revenue
176 fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund
177 may be temporarily invested in Permitted Investments. Any monies, including any income from
178 Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for
179 which the Notes have been issued have been accomplished, and, at any time, any monies as are
180 not needed and which obviously thereafter cannot be needed for such purpose(s) shall be
181 deposited in the Debt Service Fund Account.

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

189 Section 9. Compliance with Federal Tax Laws. (a) The County represents and
190 covenants that the projects financed by the Notes and the ownership, management and use of the
191 projects will not cause the Notes to be "private activity bonds" within the meaning of Section
192 141 of the Code. The County further covenants that it shall comply with the provisions of the
193 Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes
194 including, if applicable, the rebate requirements of Section 148(f) of the Code. The County
195 further covenants that it will not take any action, omit to take any action or permit the taking or
196 omission of any action within its control (including, without limitation, making or permitting any
197 use of the proceeds of the Notes) if taking, permitting or omitting to take such action would
198 cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of
199 the Code or would otherwise cause interest on the Notes to be included in the gross income of
200 the recipients thereof for federal income tax purposes. The County Clerk or other officer of the
201 County charged with the responsibility of issuing the Notes shall provide an appropriate
202 certificate of the County certifying that the County can and covenanting that it will comply with
203 the provisions of the Code and Regulations.
204

205 (b) The County also covenants to use its best efforts to meet the requirements and
206 restrictions of any different or additional federal legislation which may be made applicable to the
207 Notes provided that in meeting such requirements the County will do so only to the extent
208 consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and
209 to the extent that there is a reasonable period of time in which to comply.
210

211 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be
212 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of
213 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined
214 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to
215 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to
216 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing

217 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless
218 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the
219 signatures appearing on each Note shall be a manual signature. In the event that either of the
220 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,
221 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as
222 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
223 directed to do all acts and execute and deliver the Notes and all such documents, certificates and
224 acknowledgements as may be necessary and convenient to effectuate the Closing. The County
225 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements
226 and contracts in conjunction with the Notes, including but not limited to agreements and
227 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate
228 calculation services. Any such contract heretofore entered into in conjunction with the issuance
229 of the Notes is hereby ratified and approved in all respects.

230 Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the
231 Notes shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").
232

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

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

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

249 Section 13. Record Date. The 15th day of the calendar month next preceding each
250 interest payment date shall be the record date for the Notes (the "Record Date"). Payment of
251 interest on the Notes on any interest payment date shall be made to the registered owners of the
252 Notes as they appear on the registration book of the County at the close of business on the
253 Record Date.
254

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

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

262
263 Section 15. Payment of Issuance Expenses. The County authorizes the Purchaser to
264 forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses
265 to KleinBank, Chaska, Minnesota at closing for further distribution as directed by Ehlers.

266
267 Section 16. Official Statement. The County Board of Supervisors hereby approves the
268 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official
269 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the
270 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the
271 "Rule"). All actions taken by officers of the County in connection with the preparation of such
272 Preliminary Official Statement or Addendum are hereby ratified and approved. In connection
273 with the Closing, the appropriate County official shall certify the Preliminary Official Statement
274 or Addendum. The County Clerk shall cause copies of the Preliminary Official Statement or
275 Addendum to be distributed to the Purchaser.

276
277 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby
278 covenants and agrees, for the benefit of the owners of the Notes, to enter into a written
279 undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of
280 certain financial information and operating data and timely notices of the occurrence of certain
281 events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the
282 Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and
283 the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific
284 performance of the obligations thereunder and any failure by the County to comply with the
285 provisions of the Undertaking shall not be an event of default with respect to the Notes).

286
287 To the extent required under the Rule, the Chairperson and County Clerk, or other officer
288 of the County charged with the responsibility for issuing the Notes, shall provide a Continuing
289 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and
290 terms of the County's Undertaking.

291
292 Section 18. Record Book. The County Clerk shall provide and keep the transcript of
293 proceedings as a separate record book (the "Record Book") and shall record a full and correct
294 statement of every step or proceeding had or taken in the course of authorizing and issuing the
295 Notes in the Record Book.

296
297 Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond
298 insurance with respect to the Notes, the officers of the County are authorized to take all actions
299 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are
300 authorized to agree to such additional provisions as the bond insurer may reasonably request and
301 which are acceptable to the Chairperson and County Clerk including provisions regarding
302 restrictions on investment of Note proceeds, the payment procedure under the municipal bond
303 insurance policy, the rights of the bond insurer in the event of default and payment of the Notes
304 by the bond insurer and notices to be given to the bond insurer. In addition, any reference

305 required by the bond insurer to the municipal bond insurance policy shall be made in the form of
306 Note provided herein.

307

308 Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions,
309 rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the
310 provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so
311 conflict. In the event that any one or more provisions hereof shall for any reason be held to be
312 illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The
313 foregoing shall take effect immediately upon adoption and approval in the manner provided by
314 law.

315

316

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

NOTICE OF SALE

\$59,775,000* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A DANE COUNTY, WISCONSIN

Bids for the purchase of \$59,775,000* General Obligation Promissory Notes, Series 2017A (the "Notes") of Dane County, Wisconsin (the "County") will be received at the offices of Ehlers & Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Municipal Advisors to the County, until 10:00 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:00 A.M. Central Time, on September 7, 2017, at which time they will be opened, read and tabulated. The bids will be presented to the Board of Supervisors for consideration for award by resolution at a meeting to be held at 7:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the County will be accepted unless all bids are rejected.

PURPOSE

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of various items included in the County's Capital Budget including but not limited to general government, public safety, human services, conservation and economic development, culture and recreation and public works projects. The Notes are general obligations of the County, and all the taxable property in the County is subject to the levy of a tax to pay the principal of and interest on the Notes as they become due which tax may, under current law, be levied without limitation as to rate or amount.

DATES AND MATURITIES

The Notes will be dated September 28, 2017, will be issued as fully registered Notes in the denomination of \$5,000 each, or any integral multiple thereof, and will mature on June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2018	\$6,000,000	2022	\$6,595,000	2026	\$5,720,000
2019	6,275,000	2023	5,390,000	2027	5,840,000
2020	6,370,000	2024	5,500,000		
2021	6,475,000	2025	5,610,000		

ADJUSTMENT OPTION

* The County reserves the right to increase or decrease the amount of any individual maturity of the Notes in increments of \$5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

TERM BOND OPTION

Bids for the Notes may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above. All dates are inclusive.

INTEREST PAYMENT DATES AND RATES

Interest will be payable on June 1 and December 1 of each year, commencing June 1, 2018, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. **The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2019 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.)** All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

BOOK-ENTRY-ONLY FORMAT

Unless otherwise specified by the purchaser, the Notes will be designated in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes, and will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of interests between its participants. The participants will be responsible for maintaining records regarding the beneficial interests of the individual purchasers of the Notes. So long as Cede & Co. is the registered owner of the Notes, all payments of principal and interest will be made to the depository which, in turn, will be obligated to remit such payments to its participants for subsequent disbursement to the beneficial owners of the Notes.

OPTIONAL REDEMPTION

At the option of the County, the Notes maturing on or after June 1, 2025 shall be subject to optional redemption prior to maturity on June 1, 2024 and on any date thereafter, at a price of par plus accrued interest.

Redemption may be in whole or in part of the Notes subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Notes to be redeemed shall be at the discretion of the County. If only part of the Notes having a common maturity date are called for redemption, then the County or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

Notice of such call shall be given by sending a notice by registered or certified mail, facsimile or electronic transmission, overnight delivery service or in any other manner required by DTC, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Note to be redeemed at the address shown on the registration books.

DELIVERY

On or about September 28, 2017, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the County will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the validity of the Notes is then pending or, to the best knowledge of officers of the County, threatened. Payment for the Notes must be received by the County at its designated depository on the date of closing in immediately available funds.

LEGAL OPINION

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the County, and will be available at the time of delivery of

the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the County; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

STATEMENT REGARDING COUNSEL PARTICIPATION

Bond Counsel has not assumed responsibility for this Preliminary Official Statement or participated in its preparation (except with respect to the section entitled "TAX EXEMPTION" in the Preliminary Official Statement and the "FORM OF LEGAL OPINION" found in Appendix B).

SUBMISSION OF BIDS

Bids must not be for less than \$59,775,000, nor more than \$63,361,500, plus accrued interest on the principal sum of \$59,775,000 from date of original issue of the Notes to date of delivery. A signed bid form must be submitted to Ehlers prior to the time established above for the opening of bids as follows:

- 1) In a sealed envelope as described herein; or
- 2) A facsimile submission to Ehlers, Facsimile Number (651) 697-8555; or
- 3) Electronically via **PARITY** in accordance with this Notice of Sale until 10:00 A.M. Central Time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about **PARITY**, potential bidders may contact Ehlers or i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone (212) 849-5021.

Bids must be submitted to Ehlers via one of the methods described above and must be received prior to the time established above for the opening of bids. Each bid must be unconditional except as to legality. Neither the County nor Ehlers shall be responsible for any failure to receive a facsimile submission.

A cashier's check in the amount of \$1,195,500 may be submitted contemporaneously with the bid or, alternatively, a good faith deposit ("Deposit") in the amount of \$1,195,500 shall be made by the winning bidder by wire transfer of funds to **KleinBank, 1550 Audubon Road, Chaska, Minnesota, ABA No. 091915654 for credit: Ehlers & Associates Good Faith Account No. 3208138**. Such Deposit shall be received by Ehlers no later than two hours after the bid opening time. The County reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the County may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. The Deposit will be retained by the County as liquidated damages if the bid is accepted and the Purchaser fails to comply therewith. The Deposit will be deducted from the purchase price at the closing for the Notes.

The County and the winning bidder who chooses to so wire the Deposit hereby agree irrevocably that Ehlers shall be the escrow holder of the Deposit wired to such account subject only to these conditions and duties: 1) All income earned thereon shall be retained by the escrow holder as payment for its expenses; 2) If the bid is not accepted, Ehlers shall, at its expense, promptly return the Deposit amount to the winning bidder; 3) If the bid is accepted, the Deposit shall be returned to the winning bidder at the closing; 4) Ehlers shall bear all costs of maintaining the escrow account and returning the funds to the winning bidder; 5) Ehlers shall not be an insurer of the Deposit amount and shall have no liability hereunder except if it willfully fails to perform or recklessly disregards, its duties specified herein; and 6) FDIC insurance on deposits within the escrow account shall be limited to \$250,000 per bidder.

No bid can be withdrawn after the time set for receiving bids unless the meeting of the County scheduled for award of the Notes is adjourned, recessed, or continued to another date without award of the Notes having been made.

AWARD

The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a True Interest Cost (TIC) basis. The County's computation of the interest rate of each bid, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Notes will be awarded by lot. The County reserves the right to reject any and all bids and to waive any informality in any bid.

BOND INSURANCE

If the Notes are qualified for any bond insurance policy, the purchase of such policy shall be at the sole option and expense of the winning bidder. Any cost for such insurance policy is to be paid by the winning bidder, except that, if the County requested and received a rating on the Notes from a rating agency, the County will pay that rating fee. Any rating agency fees not requested by the County are the responsibility of the winning bidder.

Failure of the municipal bond insurer to issue the policy after the Notes are awarded to the winning bidder shall not constitute cause for failure or refusal by the winning bidder to accept delivery of the Notes.

CUSIP NUMBERS

The County will assume no obligation for the assignment or printing of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon, but will permit such numbers to be printed at the expense of the winning bidder, if the winning bidder waives any delay in delivery occasioned thereby.

NON-QUALIFIED TAX-EXEMPT OBLIGATIONS

The County will NOT designate the Notes as "qualified tax-exempt obligations" pursuant to Section 265 of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Notes to the extent permitted under prior law.

CONTINUING DISCLOSURE

In order to assist the underwriters in complying with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the County will enter into an undertaking for the benefit of the holders of the Notes. A description of the details and terms of the undertaking is set forth in Appendix D of the Preliminary Official Statement.

NEW ISSUE PRICING

The winning bidder will be required to provide, in a timely manner, certain information necessary to compute the yield on the Notes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and to provide a certificate which will be provided by Bond Counsel upon request.

(a) The winning bidder shall assist the County in establishing the issue price of the Notes and shall execute and deliver to the County at closing an "issue price" or similar certificate satisfactory to Bond Counsel setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications. All actions to be taken by the County under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the County by the County's municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County's municipal advisor.

(b) The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) The County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential investors;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in this bid.

(c) If all of the requirements of a "competitive sale" are not satisfied, the County shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the Underwriter. In such event, any proposal submitted will not be subject to cancellation or withdrawal. Within twenty-four (24) hours of the notice of the award of the sale of the Notes, the Underwriter shall advise the County and Ehlers if a "substantial amount" (as defined in the Regulation) of any maturity of the Notes (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which such substantial amount was sold. The County will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The County will not require the Underwriter to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Underwriter may elect such option. If the Underwriter exercises such option, the County will apply the initial offering price to the public provided in the proposal as the issue price for such maturities.

If the Underwriter does not exercise that option, the winning bidder agrees to promptly report to the County and Ehlers the prices at which the unsold Notes of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% test has been satisfied as to the Notes of that maturity or until all Notes of that maturity have been sold.

(d) Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership

by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) "sale date" means the date that the Notes are awarded by the County to the winning bidder.

PRELIMINARY OFFICIAL STATEMENT

Bidders may obtain a copy of the Preliminary Official Statement relating to the Notes prior to the bid opening by request from Ehlers at www.ehlers-inc.com by connecting to the Bond Sales link. The Syndicate Manager will be provided with an electronic copy of the Final Official Statement within seven business days of the bid acceptance. Up to 10 printed copies of the Final Official Statement will be provided upon request. Additional copies of the Final Official Statement will be available at a cost of \$10.00 per copy.

Information for bidders and bid forms may be obtained from Ehlers at 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Telephone (651) 697-8500.

By Order of the Board of Supervisors

Charles Hicklin, County Controller
Dane County, Wisconsin

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

**EHLERS**

LEADERS IN PUBLIC FINANCE

BID TABULATION**\$59,775,000* General Obligation Promissory Notes, Series 2017A****Dane County, Wisconsin****SALE: September 7, 2017****AWARD: HUTCHINSON, SHOCKEY, ERLEY & CO.**Rating: S&P Global Ratings "AAA"
Fitch Ratings "AA+"**BBI: 3.51%**
Non-Bank Qualified

NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
HUTCHINSON, SHOCKEY, ERLEY & CO. Chicago, Illinois	2018	2.000%	0.750%	\$63,343,209.70	\$5,181,585.30	1.6427%
	2019	3.000%	0.860%			
	2020	1.500%	1.000%			
	2021	2.000%	1.060%			
	2022	4.000%	1.120%			
	2023	4.000%	1.270%			
	2024	4.000%	1.420%			
	2025	3.000%	1.750%			
	2026	2.000%	2.000%			
	2027	2.500%	2.070%			
MORGAN STANLEY & CO, LLC New York, New York	2018	3.000%		\$63,353,627.30	\$5,164,807.70	1.6469%
	2019	4.000%				
	2020	2.000%				
	2021	4.000%				
	2022	4.000%				
	2023	4.000%				
	2024	4.000%				
	2025	2.000%				
	2026	2.000%				
	2027	2.000%				

* Subsequent to bid opening the issue size was decreased to \$59,765,000.

Adjusted Price - \$63,213,399.76

Adjusted Net Interest Cost - \$5,050,042.12

Adjusted TIC - 1.6456%

NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
CITIGROUP GLOBAL MARKETS INC. New York, New York	2018	3.000%		\$63,237,413.70	\$5,213,462.55	1.6646%
	2019	4.000%				
	2020	3.000%				
	2021	3.000%				
	2022	4.000%				
	2023	4.000%				
	2024	4.000%				
	2025	2.000%				
	2026	2.000%				
	2027	2.000%				
BAIRD Milwaukee, Wisconsin	2018	2.000%		\$63,319,757.57	\$5,310,973.68	1.6895%
	2019	2.000%				
	2020	3.000%				
	2021	3.000%				
	2022	4.000%				
	2023	4.000%				
	2024	4.000%				
	2025	3.000%				
	2026	2.000%				
	2027	2.000%				
WELLS FARGO BANK, NATIONAL ASSOCIATION Charlotte, North Carolina	2018	3.000%		\$63,166,710.81	\$5,491,637.94	1.7469%
	2019	3.000%				
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	4.000%				
	2025	3.000%				
	2026	3.000%				
	2027	2.000%				



NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
UBS FINANCIAL SERVICES INC. New York, New York	2018	2.000%		\$63,179,215.65	\$5,728,149.35	1.8130%
	2019	2.000%				
	2020	2.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	4.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
BANK OF AMERICA MERRILL LYNCH New York, New York	2018	4.000%		\$63,207,502.07	\$5,780,862.93	1.8305%
	2019	2.000%				
	2020	2.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	4.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
J.P. MORGAN SECURITIES LLC New York, New York	2018	3.000%		\$63,361,233.41	\$5,831,862.84	1.8587%
	2019	4.000%				
	2020	4.000%				
	2021	3.000%				
	2022	4.000%				
	2023	4.000%				
	2024	4.000%				
	2025	3.000%				
	2026	2.000%				
	2027	2.250%				



EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

BID FORM

The Board of Supervisors
Dane County, Wisconsin

September 7, 2017

RE: **\$59,775,000* General Obligation Promissory Notes, Series 2017A**
DATED: **September 28, 2017**

For all or none of the above Notes, in accordance with the Notice of Sale and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 63,343,209.70 (not less than \$59,775,000, nor more than \$63,361,500) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>2.00</u>	% due	2018	<u>4.00</u>	% due	2022	<u>2.00</u>	% due	2026
<u>3.00</u>	% due	2019	<u>4.00</u>	% due	2023	<u>2.50</u>	% due	2027
<u>1.50</u>	% due	2020	<u>4.00</u>	% due	2024			
<u>2.00</u>	% due	2021	<u>3.00</u>	% due	2025			

* The County reserves the right to increase or decrease the amount of any individual maturity of the Notes in increments of \$5,000 on the day of sale. If individual maturities are increased or decreased, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2019 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

We enclose our Deposit in the amount of \$1,195,500, to be held by you pending delivery and payment. Alternatively, if we are the winning bidder, we will wire our Deposit to KleinBank, 1550 Audubon Road, Chaska, Minnesota, ABA No. 091915654 for credit: Ehlers & Associates Good Faith Account No. 3208138. Such Deposit shall be received by Ehlers & Associates no later than two hours after the bid opening time. The County reserves the right to award the Notes to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received. In the event the Deposit is not received as provided above, the County may award the Notes to the bidder submitting the next best bid provided such bidder agrees to such award. If our bid is not accepted, said deposit shall be promptly returned to us. If the Deposit is wired to such escrow account, we agree to the conditions and duties of Ehlers & Associates, Inc., as escrow holder of the Deposit, pursuant to the Notice of Sale. This bid is for prompt acceptance and is conditional upon delivery of said Notes to The Depository Trust Company, New York, New York, in accordance with the Notice of Sale. Delivery is anticipated to be on or about September 28, 2017.

This bid is subject to the County's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for this Issue.

We have received and reviewed the Official Statement and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the County with the reoffering price of the Notes within 24 hours of the bid acceptance.

This bid is a firm offer for the purchase of the Notes identified in the Notice of Sale, on the terms set forth in this bid form and the Notice of Sale, and is not subject to any conditions, except as permitted by the Notice of Sale.

By submitting this bid, we confirm that we are an Underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: X NO:

Account Manager: Hutchinson, Shockey, Erley & Co.

By: 

Account Members: Alone

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from September 28, 2017 of the above bid is \$ 5,181,585.30 and the true interest cost (TIC) is 1.642711 %.

The foregoing offer is hereby accepted by and on behalf of the Board of Supervisors of Dane County, Wisconsin, on September 7, 2017.

By: _____

By: _____

Title: _____

Title: _____

* Subsequent to bid opening the issue size was decreased to \$59,765,000.

Adjusted Price - \$63,213,399.76

Adjusted Net Interest Cost - \$5,050,042.12

Adjusted TIC - 1.6456%

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Dane County

\$59,765,000 General Obligation Promissory Notes, Series 2017A

Issue Summary

Dated: September 28, 2017 Winning Bidder: Hutchinson, Shockey, Erley & Co.

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/01/2018	Serial Coupon	2.000%	0.750%	7,135,000.00	100.839%	-	-	-	7,194,862.65
06/01/2019	Serial Coupon	3.000%	0.860%	7,310,000.00	103.550%	-	-	-	7,569,505.00
06/01/2020	Serial Coupon	1.500%	1.000%	5,890,000.00	101.316%	-	-	-	5,967,512.40
06/01/2021	Serial Coupon	2.000%	1.060%	5,990,000.00	103.378%	-	-	-	6,192,342.20
06/01/2022	Serial Coupon	4.000%	1.120%	6,180,000.00	113.080%	-	-	-	6,988,344.00
06/01/2023	Serial Coupon	4.000%	1.270%	5,090,000.00	114.900%	-	-	-	5,848,410.00
06/01/2024	Serial Coupon	4.000%	1.420%	5,300,000.00	116.373%	-	-	-	6,167,769.00
06/01/2025	Serial Coupon	3.000%	1.750%	5,490,000.00	107.841%	c 1.897%	06/01/2024	100.000%	5,920,470.90
06/01/2026	Serial Coupon	2.000%	2.000%	5,625,000.00	100.000%	-	-	-	5,625,000.00
06/01/2027	Serial Coupon	2.500%	2.070%	5,755,000.00	102.666%	c 2.193%	06/01/2024	100.000%	5,908,428.30
Total	-	-	-	\$59,765,000.00	-	-	-	-	\$63,382,644.45

Bid Information

Par Amount of Bonds	\$59,765,000.00
Reoffering Premium or (Discount)	3,617,644.45
Gross Production	\$63,382,644.45
Total Underwriter's Discount (0.283%)	\$(169,244.69)
Bid (105.770%)	63,213,399.76
Total Purchase Price	\$63,213,399.76
Bond Year Dollars	\$294,596.38
Average Life	4.929 Years
Average Coupon	2.8847748%
Net Interest Cost (NIC)	1.7142241%
True Interest Cost (TIC)	1.6456924%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

Dane County

\$59,765,000 General Obligation Promissory Notes, Series 2017A

Issue Summary

Dated: September 28, 2017 Winning Bidder: Hutchinson, Shockey, Erley & Co.

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/28/2017	-	-	-	-	-
06/01/2018	7,135,000.00	2.000%	1,116,466.88	8,251,466.88	-
12/01/2018	-	-	755,662.50	755,662.50	9,007,129.38
06/01/2019	7,310,000.00	3.000%	755,662.50	8,065,662.50	-
12/01/2019	-	-	646,012.50	646,012.50	8,711,675.00
06/01/2020	5,890,000.00	1.500%	646,012.50	6,536,012.50	-
12/01/2020	-	-	601,837.50	601,837.50	7,137,850.00
06/01/2021	5,990,000.00	2.000%	601,837.50	6,591,837.50	-
12/01/2021	-	-	541,937.50	541,937.50	7,133,775.00
06/01/2022	6,180,000.00	4.000%	541,937.50	6,721,937.50	-
12/01/2022	-	-	418,337.50	418,337.50	7,140,275.00
06/01/2023	5,090,000.00	4.000%	418,337.50	5,508,337.50	-
12/01/2023	-	-	316,537.50	316,537.50	5,824,875.00
06/01/2024	5,300,000.00	4.000%	316,537.50	5,616,537.50	-
12/01/2024	-	-	210,537.50	210,537.50	5,827,075.00
06/01/2025	5,490,000.00	3.000%	210,537.50	5,700,537.50	-
12/01/2025	-	-	128,187.50	128,187.50	5,828,725.00
06/01/2026	5,625,000.00	2.000%	128,187.50	5,753,187.50	-
12/01/2026	-	-	71,937.50	71,937.50	5,825,125.00
06/01/2027	5,755,000.00	2.500%	71,937.50	5,826,937.50	-
12/01/2027	-	-	-	-	5,826,937.50
Total	\$59,765,000.00	-	\$8,498,441.88	\$68,263,441.88	-

Yield Statistics

Bond Year Dollars	\$294,596.38
Average Life	4.929 Years
Average Coupon	2.8847748%
Net Interest Cost (NIC)	1.7142241%
True Interest Cost (TIC)	1.6456924%
Bond Yield for Arbitrage Purposes	1.5107337%
All Inclusive Cost (AIC)	1.6914638%

IRS Form 8038

Net Interest Cost	1.5510054%
Weighted Average Maturity	4.965 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R-____ STATE OF WISCONSIN \$_____
DANE COUNTY
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2017A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ September 28, 2017 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Dane County, Wisconsin (the "County"), 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 June 1 and December 1 of each year commencing on June 1, 2018 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 County Clerk or County 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 County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$59,765,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes including paying the cost of various items included in the County's Capital Budget, including but not limited to: general government; public safety; human services; conservation and economic development; culture and recreation; and public works projects, as authorized by resolutions adopted on March 5, 2015, February 4, 2016, June

15, 2017 and September 7, 2017. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on June 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the County, on June 1, 2024 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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 County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the County 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 County appoints another depository, upon surrender of the Notes 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 County 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 County 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.

COPY

IN WITNESS WHEREOF, Dane County, 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 Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

DANE COUNTY, WISCONSIN

By: _____
Sharon Corrigan
Chairperson

(SEAL)

By: _____
Scott A. McDonell
County Clerk

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

COPY

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)