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3 RESOLUTION AWARDING THE SALE OF TAXABLE  
4 GENERAL OBLIGATION PROMISSORY NOTES,  
5 SERIES 2021C  
6

7 WHEREAS, on January 23, 2020, the County Board of Supervisors of Dane County,  
8 Wisconsin (the "County") adopted a resolution (the "2020 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 \$158,650,000 for public purposes, consisting of paying the cost of various projects  
11 included in the County's 2020 Capital Budget (collectively, the "2020 Project");

12 WHEREAS, on January 7, 2021, the County Board of Supervisors of the County adopted  
13 a resolution (the "2021 Initial Resolution") by a 3/4 vote authorizing the issuance of general  
14 obligation bonds and promissory notes in an amount not to exceed \$131,730,000 for public  
15 purposes, consisting of paying the costs of various projects included in the County's 2021 Capital  
16 Budget (collectively, the "2021 Project");

17 WHEREAS, the County Board of Supervisors now deems it to be necessary, desirable  
18 and in the best interest of the County to issue general obligation promissory notes in the  
19 aggregate principal amount of \$12,090,000 (the "Notes") for the purpose of paying the cost of  
20 certain portions of the 2020 Project and the 2021 Project (collectively, the "Project");

21 WHEREAS, the County is authorized by the provisions of Section 67.12(12), Wisconsin  
22 Statutes, to borrow money and issue the Notes for such public purposes;  
23

24 WHEREAS, none of the proceeds of the Notes shall be used to fund the operating  
25 expenses of the general fund of the County or to fund the operating expenses of any special  
26 revenue fund of the County that is supported by the property taxes;  
27

28 WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as  
29 amended, it is necessary to issue such Notes on a taxable rather than tax-exempt basis;  
30

31 WHEREAS, in the 2021 Initial Resolution, the County directed Ehlers & Associates, Inc.  
32 ("Ehlers") to take the steps necessary to sell the Notes;  
33

34 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of  
35 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)  
36 setting forth the details of and the bid requirements for the Notes and indicating that the Notes  
37 would be offered for public sale on September 9, 2021;  
38

39 WHEREAS, the Controller (in consultation with Ehlers) caused a form of notice of the  
40 sale to be published and/or announced and caused the Notice of Sale to be distributed to potential  
41 bidders offering the Notes for public sale on September 9, 2021;  
42

43 WHEREAS, the County has duly received bids for the Notes as described on the Bid  
44 Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid  
45 Tabulation"); and  
46

47 WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by  
48 the financial institution listed first on the Bid Tabulation fully complies with the bid  
49 requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the  
50 County. Ehlers has recommended that the County accept the Proposal. A copy of said Proposal  
51 submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated  
52 herein by this reference.  
53

54 NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the  
55 County that:

56 Section 1A. Ratification of the Notice of Sale and Offering Materials. The County  
57 Board of Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A  
58 attached hereto as and for the details of the Notes. The Notice of Sale and any other offering  
59 materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All  
60 actions taken by officers of the County and Ehlers in connection with the preparation and  
61 distribution of the Notice of Sale, and any other offering materials are hereby ratified and  
62 approved in all respects.

63 Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost  
64 of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the  
65 principal sum of TWELVE MILLION NINETY THOUSAND DOLLARS (\$12,090,000) from  
66 the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the  
67 Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued  
68 interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is  
69 hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County  
70 are authorized and directed to execute an acceptance of the Proposal on behalf of the County.  
71 The good faith deposit of the Purchaser shall be retained by the County Treasurer and applied in  
72 accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful  
73 bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the  
74 Proposal.  
75

76 Section 2. Terms of the Notes. The Notes shall be designated "Taxable General  
77 Obligation Promissory Notes, Series 2021C"; shall be issued in the aggregate principal amount  
78 of \$12,090,000; shall be dated September 30, 2021; shall be in the denomination of \$5,000 or  
79 any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the  
80 rates per annum and mature on June 1 of each year, in the years and principal amounts as set  
81 forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this  
82 reference. Interest shall be payable semi-annually on June 1 and December 1 of each year  
83 commencing on June 1, 2022. Interest shall be computed upon the basis of a 360-day year of  
84 twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities  
85 Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth  
86 on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this  
87 reference (the "Schedule").

88  
89       Section 3. Redemption Provisions. The Notes maturing on June 1, 2029 and thereafter  
90 are subject to redemption prior to maturity, at the option of the County, on June 1, 2028 or on  
91 any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from  
92 maturities selected by the County, and within each maturity by lot, at the principal amount  
93 thereof, plus accrued interest to the date of redemption.

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

97       Section 5. Tax Provisions.

98               (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the  
99 principal of and interest on the Notes as the same becomes due, the full faith, credit and  
100 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of  
101 the taxable property of the County a direct annual irrepealable tax in the years 2021 through  
102 2030 for payments due in the years 2022 through 2031 in the amounts set forth on the Schedule.

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

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

115  
116       Section 6. Segregated Debt Service Fund Account.

117  
118               (A) Creation and Deposits. There be and there hereby is established in the  
119 treasury of the County, if one has not already been created, a debt service fund, separate and  
120 distinct from every other fund, which shall be maintained in accordance with generally accepted  
121 accounting principles. Debt service or sinking funds established for obligations previously  
122 issued by the County may be considered as separate and distinct accounts within the debt service  
123 fund.

124  
125       Within the debt service fund, there hereby is established a separate and distinct account  
126 designated as the "Debt Service Fund Account for Taxable General Obligation Promissory  
127 Notes, Series 2021C, dated September 30, 2021" (the "Debt Service Fund Account") and such  
128 account shall be maintained until the indebtedness evidenced by the Notes is fully paid or  
129 otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all

130 accrued interest received by the County at the time of delivery of and payment for the Notes; (ii)  
131 any premium which may be received by the County above the par value of the Notes and accrued  
132 interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated  
133 for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such  
134 other sums as may be necessary at any time to pay principal of and interest on the Notes when  
135 due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further  
136 deposits as may be required by Section 67.11, Wisconsin Statutes.

137  
138 (B) Use and Investment. No money shall be withdrawn from the Debt Service  
139 Fund Account and appropriated for any purpose other than the payment of principal of and  
140 interest on the Notes until all such principal and interest has been paid in full and the Notes  
141 canceled; provided (i) the funds to provide for each payment of principal of and interest on the  
142 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be  
143 invested in direct obligations of the United States of America maturing in time to make such  
144 payments when they are due or in other investments permitted by law; and (ii) any funds over  
145 and above the amount of such principal and interest payments on the Notes may be used to  
146 reduce the next succeeding tax levy, or may, at the option of the County, be invested by  
147 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or  
148 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes  
149 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service  
150 Fund Account.

151  
152 (C) Remaining Monies. When all of the Notes have been paid in full and  
153 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service  
154 Fund Account shall be transferred and deposited in the general fund of the County, unless the  
155 County Board of Supervisors directs otherwise.

156  
157 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of  
158 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be  
159 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)  
160 shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from  
161 all other funds of the County and disbursed solely for the purpose or purposes for which  
162 borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating  
163 expenses of the general fund of the County or of any special revenue fund of the County that is  
164 supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested  
165 in Permitted Investments. Any monies, including any income from Permitted Investments,  
166 remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have  
167 been issued have been accomplished, and, at any time, any monies as are not needed and which  
168 obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service  
169 Fund Account.

170 Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be  
171 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of  
172 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined  
173 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to  
174 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to  
175 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing

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

189 Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the  
190 Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").  
191

192 Section 10. Persons Treated as Owners; Transfer of Notes. The County shall cause  
193 books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The  
194 person in whose name any Note shall be registered shall be deemed and regarded as the absolute  
195 owner thereof for all purposes and payment of either principal or interest on any Note shall be  
196 made only to the registered owner thereof. All such payments shall be valid and effectual to  
197 satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

208 Section 11. Record Date. The 15th day of the calendar month next preceding each  
209 interest payment date shall be the record date for the Notes (the "Record Date"). Payment of  
210 interest on the Notes on any interest payment date shall be made to the registered owners of the  
211 Notes as they appear on the registration book of the County at the close of business on the  
212 Record Date.  
213

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

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

221  
222 Section 13. Official Statement. The County Board of Supervisors hereby approves the  
223 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official  
224 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the  
225 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the  
226 "Rule"). All actions taken by officers of the County in connection with the preparation of such  
227 Preliminary Official Statement or final Official Statement are hereby ratified and approved. In  
228 connection with the Closing, the appropriate County official shall certify the Preliminary Official  
229 Statement or final Official Statement. The County Clerk shall cause copies of the Preliminary  
230 Official Statement or final Official Statement to be distributed to the Purchaser.

231  
232 Section 14. Undertaking to Provide Continuing Disclosure. The County hereby  
233 covenants and agrees, for the benefit of the owners of the Notes, to enter into a written  
234 undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of  
235 certain financial information and operating data and timely notices of the occurrence of certain  
236 events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the  
237 Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and  
238 the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific  
239 performance of the obligations thereunder and any failure by the County to comply with the  
240 provisions of the Undertaking shall not be an event of default with respect to the Notes).

241  
242 To the extent required under the Rule, the Chairperson and County Clerk, or other officer  
243 of the County charged with the responsibility for issuing the Notes, shall provide a Continuing  
244 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and  
245 terms of the County's Undertaking.

246  
247 Section 15. Record Book. The County Clerk shall provide and keep the transcript of  
248 proceedings as a separate record book (the "Record Book") and shall record a full and correct  
249 statement of every step or proceeding had or taken in the course of authorizing and issuing the  
250 Notes in the Record Book.

251  
252 Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond  
253 insurance with respect to the Notes, the officers of the County are authorized to take all actions  
254 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are  
255 authorized to agree to such additional provisions as the bond insurer may reasonably request and  
256 which are acceptable to the Chairperson and County Clerk including provisions regarding  
257 restrictions on investment of Note proceeds, the payment procedure under the municipal bond  
258 insurance policy, the rights of the bond insurer in the event of default and payment of the Notes  
259 by the bond insurer and notices to be given to the bond insurer. In addition, any reference  
260 required by the bond insurer to the municipal bond insurance policy shall be made in the form of  
261 Note provided herein.

262



EXHIBIT A

Notice of Sale

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

(See Attached)

## NOTICE OF SALE

### **\$12,200,000\* TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2021C DANE COUNTY, WISCONSIN**

Bids for the purchase of \$12,200,000\* Taxable General Obligation Promissory Notes, Series 2021C (the "Notes") of Dane County, Wisconsin (the "County") will be received at the offices of Ehlers and Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, municipal advisors to the County, until 09:30 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 09:30 A.M. Central Time, on September 9, 2021, 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 the public purpose of financing capital projects within the County. 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 30, 2021, 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>
2022	\$1,175,000	2026	\$1,255,000	2030	\$1,240,000
2023	1,215,000	2027	1,170,000	2031	1,270,000
2024	1,230,000	2028	1,190,000		
2025	1,240,000	2029	1,215,000		

#### **ADJUSTMENT OPTION**

\* The County reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, 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, 2022, 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. 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.

### **PAYING AGENT**

The County may select a bank or trust company to act as paying agent (the "Paying Agent"). If a Paying Agent is selected, the County will pay the charges for Paying Agent services. The County reserves the right to remove the Paying Agent and to appoint a successor.

### **OPTIONAL REDEMPTION**

At the option of the County, the Notes maturing on or after June 1, 2029 shall be subject to optional redemption prior to maturity on June 1, 2028 or 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 30, 2021, 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 will be furnished by Quarles & Brady LLP, of Milwaukee, Wisconsin, Bond Counsel to the County and will be available at the time of deliver 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 BOND 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 of the Preliminary Official Statement).

### SUBMISSION OF BIDS

Bids must not be for less than \$12,078,000, nor more than \$12,444,000, plus accrued interest on the principal sum of \$12,200,000 from date of original issue of the Notes to date of delivery. Prior to the time established above for the opening of bids, interested parties may submit a bid as follows:

- 1) Electronically to [bondsale@ehlers-inc.com](mailto:bondsale@ehlers-inc.com); or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 09:30 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, 2<sup>nd</sup> 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 good faith deposit ("Deposit") in the amount of \$244,000 shall be made by the winning bidder by wire transfer of funds to the County. Such Deposit shall be received by the County 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.

**PLEASE NOTE THE WIRE TRANSFER IS TO BE RECEIVED BY THE COUNTY AND NOT BY THE COUNTY'S MUNICIPAL ADVISOR, EHLERS & ASSOCIATES, INC.**

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 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 Official Statement.

## **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](http://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)



## BID TABULATION

**\$12,200,000\* Taxable General Obligation Promissory Notes, Series 2021C**

**Dane County, Wisconsin**

**SALE: September 9, 2021**

**AWARD: PIPER SANDLER & CO.**

**Rating: S&P Global Ratings "AAA"**

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER SANDLER & CO. Chicago, Illinois	2022	0.150%	0.150%	\$12,173,361.75	\$761,299.65	1.1968%
	2023	0.300%	0.300%			
	2024	0.500%	0.500%			
	2025	0.700%	0.700%			
	2026	0.800%	0.800%			
	2027	1.050%	1.050%			
	2028	1.200%	1.200%			
	2029	1.300%	1.300%			
	2030	1.450%	1.450%			
	2031	1.550%	1.550%			

\* Subsequent to bid opening the issue size was decreased to \$12,090,000.

Adjusted Price - \$12,063,601.93

Adjusted Net Interest Cost - \$743,872.29

Adjusted TIC - 1.1918%

<b>NAME OF BIDDER</b>	<b>MATURITY (June 1)</b>	<b>RATE</b>	<b>REOFFERING YIELD</b>	<b>PRICE</b>	<b>NET INTEREST COST</b>	<b>TRUE INTEREST RATE</b>
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$12,152,275.25	\$768,870.12	1.2103%
BAIRD Milwaukee, Wisconsin				\$12,408,045.70	\$806,607.44	1.2553%
FIFTH THIRD SECURITIES, INC. Cincinnati, Ohio				\$12,443,854.50	\$819,673.89	1.2802%
MORGAN STANLEY & CO, LLC New York, New York				\$12,150,967.75	\$815,568.75	1.2843%
WELLS FARGO BANK, NATIONAL ASSOCIATION Charlotte, North Carolina				\$12,165,204.75	\$823,759.13	1.2978%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin				\$12,264,368.45	\$833,595.19	1.3062%
RAYMOND JAMES & ASSOCIATES, INC. Memphis, Tennessee				\$12,195,748.05	\$844,855.16	1.3292%
UMB BANK, N.A. Kansas City, Missouri				\$12,432,261.95	\$854,010.38	1.3296%
J.P. MORGAN SECURITIES LLC New York, New York				\$12,164,497.10	\$934,819.07	1.4691%
UBS FINANCIAL SERVICES INC. New York, New York				\$12,172,428.90	\$939,779.91	1.4759%

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 9, 2021

RE: \$12,200,000\* Taxable General Obligation Promissory Notes, Series 2021C (the "Notes")  
DATED: September 30, 2021

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 \$ 12,173,361.75 (not less than \$12,078,000, nor more than \$12,444,000) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>0.15</u>	% due	2022	<u>0.80</u>	% due	2026	<u>1.45</u>	% due	2030
<u>0.30</u>	% due	2023	<u>1.05</u>	% due	2027	<u>1.55</u>	% due	2031
<u>0.50</u>	% due	2024	<u>1.20</u>	% due	2028			
<u>0.70</u>	% due	2025	<u>1.30</u>	% due	2029			

\* The County reserves the right to increase or decrease the principal amount of the Notes on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

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%.

A good faith deposit ("Deposit") in the amount of \$244,000 shall be made by the winning bidder by wire transfer of funds to the County. Such Deposit shall be received by the County 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.

**PLEASE NOTE THE WIRE TRANSFER IS TO BE RECEIVED BY THE COUNTY AND NOT BY THE COUNTY'S MUNICIPAL ADVISOR, EHLERS & ASSOCIATES, INC.**

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 the Notes.

We have received and reviewed the Official Statement, and any addenda thereto, 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: Piper Sandler & 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 30, 2021 of the above bid is \$ 761,299.65 and the true interest cost (TIC) is 1.1968 %.

The foregoing offer is hereby accepted by and on behalf of the Board of Supervisors of Dane County, Wisconsin, on September 9, 2021.

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

\* Subsequent to bid opening the issue size was decreased to \$12,090,000.  
Adjusted Price - \$12,063,601.93 Adjusted Net Interest Cost - \$743,872.29 Adjusted TIC - 1.1918%

EXHIBIT D-1

Pricing Summary

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

(See Attached)

# Dane County

## \$12,090,000 Taxable General Obligation Promissory Notes, Series 2021C

### Issue Summary

Dated: September 30, 2021 Winning Bidder: Piper Sandler & Co.

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2022	Serial Coupon	0.150%	0.150%	1,205,000.00	100.000%	1,205,000.00
06/01/2023	Serial Coupon	0.300%	0.300%	1,225,000.00	100.000%	1,225,000.00
06/01/2024	Serial Coupon	0.500%	0.500%	1,230,000.00	100.000%	1,230,000.00
06/01/2025	Serial Coupon	0.700%	0.700%	1,240,000.00	100.000%	1,240,000.00
06/01/2026	Serial Coupon	0.800%	0.800%	1,250,000.00	100.000%	1,250,000.00
06/01/2027	Serial Coupon	1.050%	1.050%	1,160,000.00	100.000%	1,160,000.00
06/01/2028	Serial Coupon	1.200%	1.200%	1,170,000.00	100.000%	1,170,000.00
06/01/2029	Serial Coupon	1.300%	1.300%	1,185,000.00	100.000%	1,185,000.00
06/01/2030	Serial Coupon	1.450%	1.450%	1,205,000.00	100.000%	1,205,000.00
06/01/2031	Serial Coupon	1.550%	1.550%	1,220,000.00	100.000%	1,220,000.00
<b>Total</b>	-	-	-	<b>\$12,090,000.00</b>	-	<b>\$12,090,000.00</b>

### Bid Information

Par Amount of Bonds	\$12,090,000.00
Gross Production	\$12,090,000.00
Total Underwriter's Discount (0.218%)	\$(26,398.07)
Bid (99.782%)	12,063,601.93
Total Purchase Price	\$12,063,601.93
Bond Year Dollars	\$62,233.58
Average Life	5.148 Years
Average Coupon	1.1528731%
Net Interest Cost (NIC)	1.1952908%
True Interest Cost (TIC)	1.1918319%

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

## \$12,090,000 Taxable General Obligation Promissory Notes, Series 2021C

### Issue Summary

Dated: September 30, 2021 Winning Bidder: Piper Sandler & Co.

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2021	-	-	-	-	-
06/01/2022	1,205,000.00	0.150%	72,514.22	1,277,514.22	-
12/01/2022	-	-	53,256.25	53,256.25	1,330,770.47
06/01/2023	1,225,000.00	0.300%	53,256.25	1,278,256.25	-
12/01/2023	-	-	51,418.75	51,418.75	1,329,675.00
06/01/2024	1,230,000.00	0.500%	51,418.75	1,281,418.75	-
12/01/2024	-	-	48,343.75	48,343.75	1,329,762.50
06/01/2025	1,240,000.00	0.700%	48,343.75	1,288,343.75	-
12/01/2025	-	-	44,003.75	44,003.75	1,332,347.50
06/01/2026	1,250,000.00	0.800%	44,003.75	1,294,003.75	-
12/01/2026	-	-	39,003.75	39,003.75	1,333,007.50
06/01/2027	1,160,000.00	1.050%	39,003.75	1,199,003.75	-
12/01/2027	-	-	32,913.75	32,913.75	1,231,917.50
06/01/2028	1,170,000.00	1.200%	32,913.75	1,202,913.75	-
12/01/2028	-	-	25,893.75	25,893.75	1,228,807.50
06/01/2029	1,185,000.00	1.300%	25,893.75	1,210,893.75	-
12/01/2029	-	-	18,191.25	18,191.25	1,229,085.00
06/01/2030	1,205,000.00	1.450%	18,191.25	1,223,191.25	-
12/01/2030	-	-	9,455.00	9,455.00	1,232,646.25
06/01/2031	1,220,000.00	1.550%	9,455.00	1,229,455.00	-
12/01/2031	-	-	-	-	1,229,455.00
<b>Total</b>	<b>\$12,090,000.00</b>	<b>-</b>	<b>\$717,474.22</b>	<b>\$12,807,474.22</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$62,233.58
Average Life	5.148 Years
Average Coupon	1.1528731%
Net Interest Cost (NIC)	1.1952908%
True Interest Cost (TIC)	1.1918319%
Bond Yield for Arbitrage Purposes	1.1477584%
All Inclusive Cost (AIC)	1.2478995%

### IRS Form 8038

Net Interest Cost	1.1528731%
Weighted Average Maturity	5.148 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
NO. R- STATE OF WISCONSIN \$ \_\_\_\_\_  
DANE COUNTY  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
June 1, \_\_\_\_\_ September 30, 2021 \_\_\_\_\_% \_\_\_\_\_

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, 2022 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 \$12,090,000, 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 projects included in the County's Capital Budget, as authorized by resolutions adopted on January 23, 2020, January 7, 2021 and September 9, 2021. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on June 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the County, on June 1, 2028 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 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 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: \_\_\_\_\_  
Analiene Eicher  
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)