

RESOLUTION AWARDING THE SALE OF
GENERAL OBLIGATION AIRPORT PROJECT
PROMISSORY NOTES, SERIES 2022D (AMT)

WHEREAS, on January 18, 2018, the County Board of Supervisors of Dane County, Wisconsin (the "County") adopted a resolution (the "2018 Initial Resolution") by a 3/4 vote that, among other things, authorized the issuance of general obligation bonds or promissory notes in an amount not to exceed \$25,344,130 for the public purpose of paying the project costs and financing costs associated with the terminal modernization project at Dane County Regional Airport (the "Project");

WHEREAS, the County has previously issued general obligation promissory notes in an aggregate amount of \$12,520,000 to finance a portion of the Project using the authority from the 2018 Initial Resolution, leaving \$12,824,130 of authority remaining under the 2018 Initial Resolution;

WHEREAS, on January 17, 2019, the County Board of Supervisors of the County adopted a resolution (the "2019 Initial Resolution") by a 3/4 vote that, among other things, authorized the issuance of general obligation bonds or promissory notes in an amount not to exceed \$20,426,438 for the public purpose of financing a portion of the Project;

WHEREAS, on January 23, 2020, the County Board of Supervisors of the County adopted a resolution (the "2020 Initial Resolution") by a 3/4 vote that, among other things, authorized the issuance of general obligation bonds or promissory notes in an amount not to exceed \$61,202,859 for the public purpose of financing a portion of the Project;

WHEREAS, the County Board of Supervisors now deems it to be necessary, desirable and in the best interest of the County to issue general obligation promissory notes designated as "General Obligation Airport Project Promissory Notes, Series 2022D (AMT)" in the aggregate principal amount of \$46,565,000 (the "Notes") for the purpose of paying a portion of the cost of the Project pursuant to the authority remaining from the 2018 Initial Resolution, all of the 2019 Initial Resolution and \$13,314,432 from the 2020 Initial Resolution;

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

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes, including Dane County Regional Airport;

WHEREAS, on June 13, 2022 the Personnel and Finance Committee of the County Board held a public hearing concerning the issuance of the Notes and the financing of the Project and notice of such hearing was published in the Wisconsin State Journal on June 6, 2022, which is not fewer than 7 days prior to the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

50 WHEREAS, the County directed Ehlers & Associates, Inc. ("Ehlers") to take the steps
51 necessary to sell the Notes;

52
53 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of
54 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)
55 setting forth the details of and the bid requirements for the Notes and indicating that the Notes
56 would be offered for public sale on September 8, 2022;

57
58 WHEREAS, the Controller (in consultation with Ehlers) caused a form of notice of the
59 sale to be published and/or announced and caused the Notice of Sale to be distributed to potential
60 bidders offering the Notes for public sale on September 8, 2022;

61
62 WHEREAS, the County has duly received bids for the Notes as described on the Bid
63 Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid
64 Tabulation"); and

65
66 WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by
67 the financial institution listed first on the Bid Tabulation fully complies with the bid
68 requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the
69 County. Ehlers has recommended that the County accept the Proposal. A copy of said Proposal
70 submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated
71 herein by this reference.

72
73 NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the
74 County that:

75
76 Section 1A. Ratification of the Notice of Sale and Offering Materials. The County
77 Board of Supervisors of the County hereby ratifies and approves the details of the Notes set forth
78 in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other
79 offering materials prepared and circulated by Ehlers are hereby ratified and approved in all
80 respects. All actions taken by officers of the County and Ehlers in connection with the
81 preparation and distribution of the Notice of Sale, and any other offering materials are hereby
82 ratified and approved in all respects.

83
84 Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost
85 of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the
86 principal sum of FORTY-SIX MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND
87 DOLLARS (\$46,565,000) from the Purchaser in accordance with the terms and conditions of the
88 Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on
89 the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set
90 forth on the Proposal is hereby accepted. The Chairperson and County Clerk or other
91 appropriate officers of the County are authorized and directed to execute an acceptance of the
92 Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by
93 the County Treasurer and applied in accordance with the Notice of Sale, and any good faith
94 deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear
95 interest at the rates set forth on the Proposal.

97 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation
98 Airport Project Promissory Notes, Series 2022D (AMT)"; shall be issued in the aggregate
99 principal amount of \$46,565,000; shall be dated October 5, 2022; shall be in the denomination of
100 \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear
101 interest at the rates per annum and mature on June 1 of each year, in the years and principal
102 amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated
103 herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of
104 each year commencing on June 1, 2023. Interest shall be computed upon the basis of a 360-day
105 year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal
106 Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes
107 is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein
108 by this reference (the "Schedule").
109

110 Section 3. Redemption Provisions. The Notes maturing on June 1, 2030 and thereafter
111 shall be subject to redemption prior to maturity, at the option of the County, on June 1, 2029 or
112 on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from
113 maturities selected by the County and within each maturity, by lot, at the principal amount
114 thereof, plus accrued interest to the date of redemption.
115

116 Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be
117 executed and delivered in substantially the form attached hereto as Exhibit E and incorporated
118 herein by this reference.
119

120 Section 5. Tax Provisions.
121

122 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the
123 principal of and interest on the Notes as the same becomes due, the full faith, credit and
124 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of
125 the taxable property of the County a direct annual irrepealable tax in the years 2022 through
126 2031 for payments due in the years 2023 through 2032 in the amounts set forth on the Schedule.
127

128 (B) Tax Collection. So long as any part of the principal of or interest on the
129 Notes remains unpaid, the County shall be and continue without power to repeal such levy or
130 obstruct the collection of said tax until all such payments have been made or provided for. After
131 the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the
132 County and collected in addition to all other taxes and in the same manner and at the same time
133 as other taxes of the County for said years are collected, except that the amount of tax carried
134 onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt
135 Service Fund Account created below.
136

137 (C) Additional Funds. If at any time there shall be on hand insufficient funds
138 from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due,
139 the requisite amounts shall be paid from other funds of the County then available, which sums
140 shall be replaced upon the collection of the taxes herein levied.
141

142 Section 6. Segregated Debt Service Fund Account.

143
144 (A) Creation and Deposits. There be and there hereby is established in the
145 treasury of the County, if one has not already been created, a debt service fund, separate and
146 distinct from every other fund, which shall be maintained in accordance with generally accepted
147 accounting principles. Debt service or sinking funds established for obligations previously
148 issued by the County may be considered as separate and distinct accounts within the debt service
149 fund.

150
151 Within the debt service fund, there hereby is established a separate and distinct account
152 designated as the "Debt Service Fund Account for General Obligation Airport Project
153 Promissory Notes, Series 2022D (AMT), dated October 5, 2022" (the "Debt Service Fund
154 Account") and such account shall be maintained until the indebtedness evidenced by the Notes is
155 fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund
156 Account (i) all accrued interest received by the County at the time of delivery of and payment for
157 the Notes; (ii) any premium which may be received by the County above the par value of the
158 Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any
159 amounts appropriated for the specific purpose of meeting principal of and interest on the Notes
160 when due; (iv) such other sums as may be necessary at any time to pay principal of and interest
161 on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and
162 (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

163
164 (B) Use and Investment. No money shall be withdrawn from the Debt Service
165 Fund Account and appropriated for any purpose other than the payment of principal of and
166 interest on the Notes until all such principal and interest has been paid in full and the Notes
167 canceled; provided (i) the funds to provide for each payment of principal of and interest on the
168 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be
169 invested in direct obligations of the United States of America maturing in time to make such
170 payments when they are due or in other investments permitted by law; and (ii) any funds over
171 and above the amount of such principal and interest payments on the Notes may be used to
172 reduce the next succeeding tax levy, or may, at the option of the County, be invested by
173 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or
174 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes
175 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service
176 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform
177 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any
178 applicable Treasury Regulations (the "Regulations").

179
180 (C) Remaining Monies. When all of the Notes have been paid in full and
181 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service
182 Fund Account shall be transferred and deposited in the general fund of the County, unless the
183 County Board of Supervisors directs otherwise.

184
185 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of
186 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be
187 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)
188 shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from
189 all other funds of the County and disbursed solely for the purpose or purposes for which

190 borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating
191 expenses of the general fund of the County or of any special revenue fund of the County that is
192 supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested
193 in Permitted Investments. Any monies, including any income from Permitted Investments,
194 remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have
195 been issued have been accomplished, and, at any time, any monies as are not needed and which
196 obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service
197 Fund Account.

198
199 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be
200 Permitted Investments, but no such investment shall be made in such a manner as would cause
201 the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the
202 Regulations and an officer of the County, charged with the responsibility for issuing the Notes,
203 shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the
204 date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are
205 not "arbitrage bonds," within the meaning of the Code or Regulations.

206
207 Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants
208 that it will comply with the provisions of the Code (including restrictions on the ownership,
209 management, leasing and use of the Project, the purpose for which Note Proceeds can be used,
210 limitations on the investment of Note Proceeds and the payment of any required rebates or
211 penalties to the United States) to the extent necessary to maintain the tax-exempt status of the
212 interest on the Notes. The County also represents and covenants that it will not use or permit the
213 Project to be used in a manner which would cause such facilities not to be described in Section
214 142(a)(1) of the Code. The Controller of the County or other officer of the County charged with
215 the responsibility of issuing the Notes shall provide an appropriate certificate of the County
216 certifying that the County can and covenanting that it will comply with the provisions of the
217 Code and Regulations.

218
219 (b) The County also covenants to use its best efforts to meet the requirements and
220 restrictions of any different or additional federal legislation which may be made applicable to the
221 Notes provided that in meeting such requirements the County will do so only to the extent
222 consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and
223 to the extent that there is a reasonable period of time in which to comply.

224
225 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be
226 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of
227 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined
228 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to
229 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to
230 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing
231 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless
232 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the
233 signatures appearing on each Note shall be a manual signature. In the event that either of the
234 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,
235 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as
236 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
237 directed to do all acts and execute and deliver the Notes and all such documents, certificates and

238 acknowledgements as may be necessary and convenient to effectuate the Closing. The County
239 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements
240 and contracts in conjunction with the Notes, including but not limited to agreements and
241 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate
242 calculation services. Any such contract heretofore entered into in conjunction with the issuance
243 of the Notes is hereby ratified and approved in all respects.
244

245 Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the
246 Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").
247

248 Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause
249 books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The
250 person in whose name any Note shall be registered shall be deemed and regarded as the absolute
251 owner thereof for all purposes and payment of either principal or interest on any Note shall be
252 made only to the registered owner thereof. All such payments shall be valid and effectual to
253 satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.
254

255 Any Note may be transferred by the registered owner thereof by surrender of the Note at
256 the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment
257 duly executed by the registered owner or his attorney duly authorized in writing. Upon such
258 transfer, the Chairperson and County Clerk shall execute and deliver in the name of the
259 transferee or transferees a new Note or Notes of a like aggregate principal amount, series and
260 maturity and the Fiscal Agent shall record the name of each transferee in the registration book.
261 No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for
262 transfer.
263

264 The County shall cooperate in any such transfer, and the Chairperson and County Clerk
265 are authorized to execute any new Note or Notes necessary to effect any such transfer.
266

267 Section 13. Record Date. The 15th day of the calendar month next preceding each
268 interest payment date shall be the record date for the Notes (the "Record Date"). Payment of
269 interest on the Notes on any interest payment date shall be made to the registered owners of the
270 Notes as they appear on the registration book of the County at the close of business on the
271 Record Date.
272

273 Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In
274 order to make the Notes eligible for the services provided by The Depository Trust Company,
275 New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the
276 Blanket Issuer Letter of Representations, which the County Clerk or other authorized
277 representative of the County is authorized and directed to execute and deliver to DTC on behalf
278 of the County to the extent an effective Blanket Issuer Letter of Representations is not presently
279 on file in the County Clerk's office.
280

281 Section 15. Issuer and Host Approval. The issuance of the Notes is hereby approved by
282 the County Board of Supervisors. This Resolution is intended to constitute issuer and host
283 approval (within the meaning of Section 147(f) the Code and applicable Regulations) of the
284 issuance of the Notes.
285

286 Section 16. Official Statement. The County Board of Supervisors hereby approves the
287 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official
288 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the
289 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the
290 "Rule"). All actions taken by officers of the County in connection with the preparation of such
291 Preliminary Official Statement or final Official Statement are hereby ratified and approved. In
292 connection with the Closing, the appropriate County official shall certify the Preliminary Official
293 Statement or final Official Statement. The County Clerk shall cause copies of the Preliminary
294 Official Statement or final Official Statement to be distributed to the Purchaser.
295

296 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants
297 and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the
298 "Undertaking") if required by the Rule to provide continuing disclosure of certain financial
299 information and operating data and timely notices of the occurrence of certain events in
300 accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by
301 the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to
302 enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations
303 thereunder and any failure by the County to comply with the provisions of the Undertaking shall
304 not be an event of default with respect to the Notes).
305

306 To the extent required under the Rule, the Chairperson and County Clerk, or other officer
307 of the County charged with the responsibility for issuing the Notes, shall provide a Continuing
308 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and
309 terms of the County's Undertaking.
310

311 Section 18. Record Book. The County Clerk shall provide and keep the transcript of
312 proceedings as a separate record book (the "Record Book") and shall record a full and correct
313 statement of every step or proceeding had or taken in the course of authorizing and issuing the
314 Notes in the Record Book.
315

316 Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond
317 insurance with respect to the Notes, the officers of the County are authorized to take all actions
318 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are
319 authorized to agree to such additional provisions as the bond insurer may reasonably request and
320 which are acceptable to the Chairperson and County Clerk including provisions regarding
321 restrictions on investment of Note proceeds, the payment procedure under the municipal bond
322 insurance policy, the rights of the bond insurer in the event of default and payment of the Notes
323 by the bond insurer and notices to be given to the bond insurer. In addition, any reference
324 required by the bond insurer to the municipal bond insurance policy shall be made in the form of
325 Note provided herein.

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

333
334 Adopted, approved and recorded September 8, 2022.

335
336
337
338
339 _____
340 Patrick Miles
341 Chairperson

342 ATTEST:

343
344
345 _____
346 Scott A. McDonell
347 County Clerk

348 (SEAL)

EXHIBIT A

Notice of Sale

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

(See Attached)

NOTICE OF SALE

\$47,040,000* GENERAL OBLIGATION AIRPORT PROJECT PROMISSORY NOTES, SERIES 2022D (AMT) DANE COUNTY, WISCONSIN

Bids for the purchase of \$47,040,000* General Obligation Airport Project Promissory Notes, Series 2022D (AMT) (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 10:30 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 10:30 A.M., Central Time, on September 8, 2022, 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 airport projects, consisting of a portion of the terminal modernization project at Dane County Regional Airport. 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 October 5, 2022, 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>
2024	\$4,585,000	2027	\$5,030,000	2030	\$5,555,000
2025	4,725,000	2028	5,195,000	2031	5,750,000
2026	4,870,000	2029	5,370,000	2032	5,960,000

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, 2023, 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 County officials, 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, 2030 shall be subject to optional redemption prior to maturity on June 1, 2029 or any date thereafter, at a price of par plus accrued interest to the date of optional redemption.

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 October 5, 2022, 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 BOND COUNSEL PARTICIPATION

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

SUBMISSION OF BIDS

Bids must not be for less than \$46,569,600, nor more than \$50,332,800, plus accrued interest on the principal sum of \$47,040,000 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; or
- 2) Electronically via **PARITY** in accordance with this Notice of Sale until 10:30 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, 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.

good faith deposit ("Deposit") in the amount of \$940,800 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.

NOT 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.

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 winning bidder. In such event, any bid submitted will not be subject to cancellation or withdrawal and the County agrees to use the rule selected by the winning bidder on its bid form to determine the issue price for the Notes. On its bid form, each bidder must select one of the following two rules for determining the issue price of the Notes: (1) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity or (2) the initial offering price to the public as of the sale date as the issue price of each maturity of the Notes (the "hold-the-offering-price rule").

(d) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the hold-the-offering-price rule, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the County promptly after the close of the fifth (5th) business day after the sale whether it has sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The County acknowledges that in making the representation set forth above, the winning bidder will rely on:

(i) the agreement of each underwriter to comply with requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires,

(ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and

(iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price rule of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule as applicable to the Notes.

(e) If all of the requirements of a "competitive sale" are not satisfied and the winning bidder selects the 10% test, the winning bidder agrees to promptly report to the County, Bond Counsel and Ehlers the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes of that maturity have been sold or (ii) the 10% test has been satisfied as to each maturity of the Notes, provided that, the winning bidder's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the County or bond counsel.

(f) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allocated to it, whether or not the Closing Date has occurred until either all securities of that maturity allocated to it have been sold or it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the County or bond counsel.

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group and each broker dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to:

(A) to promptly notify the winning bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(B) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(g) Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each term being used as defined below) 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 third-party 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 (A) more than 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), (B) 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 (C) 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 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)



BID TABULATION

\$47,040,000* General Obligation Airport Project Promissory Notes, Series 2022D (AMT)

Dane County, Wisconsin

SALE: September 8, 2022

AWARD: MORGAN STANLEY & CO., LLC

Rating: S&P Global Ratings "AAA"

Subject To AMT - Non-Bank Qualified

NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
MORGAN STANLEY & CO., LLC New York, New York	2024	4.000%	2.750%	\$50,259,209.29	\$9,820,054.04	3.4023%
Raymond James & Associates, Inc.	2025	4.000%	2.800%			
FHN Financial Capital Markets	2026	5.000%	2.850%			
UBS Financial Services Inc.	2027	5.000%	2.950%			
Ramirez & Co., Inc.	2028	5.000%	3.050%			
Ziegler	2029	5.000%	3.120%			
Alamo Capital WMBE	2030	5.000%	3.200%			
Siebert Williams Shank & Co., LLC	2031	5.000%	3.350%			
R. Seelaus & Co., LLC WMBE	2032	4.000%	3.750%			
American Veterans Group, PBC SDVOB CINCaP Investment Group						
J.P. MORGAN SECURITIES LLC New York, New York				\$50,332,800.00	\$9,909,734.44	3.4150%
MESIROW FINANCIAL, INC. Chicago, Illinois				\$50,221,333.45	\$10,021,200.99	3.4585%
WELLS FARGO BANK, NATIONAL ASSOCIATION Charlotte, North Carolina				\$50,194,493.78	\$10,048,040.66	3.4690%
CITIGROUP GLOBAL MARKETS INC. New York, New York				\$50,332,800.00	\$10,068,001.67	3.4702%

* Subsequent to bid opening the issue size was decreased to \$46,565,000.

Adjusted Price - \$49,736,506.92 Adjusted Net Interest Cost - \$9,817,179.75 Adjusted TIC - 3.4115%

NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
JEFFERIES New York, New York				\$50,251,714.52	\$10,028,931.04	3.4806%
BAIRD Milwaukee, Wisconsin				\$50,309,464.25	\$10,167,244.64	3.5078%
HUNTINGTON SECURITIES, INC Chicago, Illinois				\$50,332,800.00	\$10,295,595.00	3.5528%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$48,155,898.27	\$11,134,375.40	3.9838%

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 (the "County")

September 8, 2022

RE: \$47,040,000* General Obligation Airport Project Promissory Notes, Series 2022D (AMT) (the "Notes")
DATED: October 5, 2022

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 \$50,259,209.29 (not less than \$46,569,600, nor more than \$50,332,800) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>4.00</u>	%	due	2024	<u>5.00</u>	%	due	2027	<u>5.00</u>	%	due	2030
<u>4.00</u>	%	due	2025	<u>5.00</u>	%	due	2028	<u>5.00</u>	%	due	2031
<u>5.00</u>	%	due	2026	<u>5.00</u>	%	due	2029	<u>4.00</u>	%	due	2032

* 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 \$940,800 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 Official Statement for the Notes.

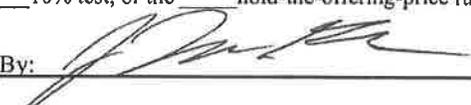
We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the County with the reoffering price of the Notes within 24 hours of the 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: NO: .

If the competitive sale requirements are not met, we elect to use either the: 10% test, or the hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: Morgan Stanley & Co, LLC

By: 

Account Members: Syndicate Members

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 October 5, 2022 of the above bid is \$ 9,820,054.04 and the true interest cost (TIC) is 3.402367 %.

The foregoing offer is hereby accepted by and on behalf of the Board of Supervisors of Dane County, Wisconsin, on September 8, 2022.

By: _____

By: _____

Title: _____

Title: _____

* Subsequent to bid opening the issue size was decreased to \$46,565,000.

Adjusted Price - \$49,736,506.92 Adjusted Net Interest Cost - \$9,817,179.75 Adjusted TIC - 3.4115%

EXHIBIT D-1

Pricing Summary

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

(See Attached)

Dane County

\$46,565,000 General Obligation Airport Project Promissory Notes, Series 2022D (A)
SINGLE PURPOSE

Dated: October 5, 2022 Winning Bidder: Morgan Stanley

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/01/2024	Serial Coupo:	4.000%	2.750%	4,845,000.00	102.006%	-	-	-	4,942,190.70
06/01/2025	Serial Coupo:	4.000%	2.800%	4,370,000.00	103.047%	-	-	-	4,503,153.90
06/01/2026	Serial Coupo:	5.000%	2.850%	4,575,000.00	107.410%	-	-	-	4,914,007.50
06/01/2027	Serial Coupo:	5.000%	2.950%	4,810,000.00	108.852%	-	-	-	5,235,781.20
06/01/2028	Serial Coupo:	5.000%	3.050%	5,055,000.00	110.055%	-	-	-	5,563,280.25
06/01/2029	Serial Coupo:	5.000%	3.120%	5,315,000.00	111.216%	-	-	-	5,911,130.40
06/01/2030	Serial Coupo:	5.000%	3.200%	5,585,000.00	110.709%	c 3.399%	06/01/2029	100.000%	6,183,097.65
06/01/2031	Serial Coupo:	5.000%	3.350%	5,870,000.00	109.766%	c 3.672%	06/01/2029	100.000%	6,443,264.20
06/01/2032	Serial Coupo:	4.000%	3.750%	6,140,000.00	101.456%	c 3.818%	06/01/2029	100.000%	6,229,398.40
Total	-	-	-	\$46,565,000.00	-	-	-	-	\$49,925,304.20

Bid Information

Par Amount of Bonds	\$46,565,000.00
Reoffering Premium or (Discount)	3,360,304.20
Gross Production	\$49,925,304.20
Total Underwriter's Discount (0.405%)	\$(188,797.28)
Bid (106.811%)	49,736,506.92
Total Purchase Price	\$49,736,506.92
Bond Year Dollars	\$275,555.94
Average Life	5.918 Years
Average Coupon	4.7136296%
Net Interest Cost (NIC)	3.5626812%
True Interest Cost (TIC)	3.4115814%

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

\$46,565,000 General Obligation Airport Project Promissory Notes, Series 2022D (A) SINGLE PURPOSE

Dated: October 5, 2022 Winning Bidder: Morgan Stanley

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/05/2022	-	-	-	-	-
06/01/2023	-	-	1,425,636.67	1,425,636.67	-
12/01/2023	-	-	1,087,350.00	1,087,350.00	2,512,986.67
06/01/2024	4,845,000.00	4.000%	1,087,350.00	5,932,350.00	-
12/01/2024	-	-	990,450.00	990,450.00	6,922,800.00
06/01/2025	4,370,000.00	4.000%	990,450.00	5,360,450.00	-
12/01/2025	-	-	903,050.00	903,050.00	6,263,500.00
06/01/2026	4,575,000.00	5.000%	903,050.00	5,478,050.00	-
12/01/2026	-	-	788,675.00	788,675.00	6,266,725.00
06/01/2027	4,810,000.00	5.000%	788,675.00	5,598,675.00	-
12/01/2027	-	-	668,425.00	668,425.00	6,267,100.00
06/01/2028	5,055,000.00	5.000%	668,425.00	5,723,425.00	-
12/01/2028	-	-	542,050.00	542,050.00	6,265,475.00
06/01/2029	5,315,000.00	5.000%	542,050.00	5,857,050.00	-
12/01/2029	-	-	409,175.00	409,175.00	6,266,225.00
06/01/2030	5,585,000.00	5.000%	409,175.00	5,994,175.00	-
12/01/2030	-	-	269,550.00	269,550.00	6,263,725.00
06/01/2031	5,870,000.00	5.000%	269,550.00	6,139,550.00	-
12/01/2031	-	-	122,800.00	122,800.00	6,262,350.00
06/01/2032	6,140,000.00	4.000%	122,800.00	6,262,800.00	-
12/01/2032	-	-	-	-	6,262,800.00
Total	\$46,565,000.00	-	\$12,988,686.67	\$59,553,686.67	-

Yield Statistics

Bond Year Dollars	\$275,555.94
Average Life	5.918 Years
Average Coupon	4.7136296%
Net Interest Cost (NIC)	3.5626812%
True Interest Cost (TIC)	3.4115814%
Bond Yield for Arbitrage Purposes	3.2451773%
All Inclusive Cost (AIC)	3.4405396%

IRS Form 8038

Net Interest Cost	3.2469302%
Weighted Average Maturity	5.940 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- STATE OF WISCONSIN \$ _____
DANE COUNTY
GENERAL OBLIGATION AIRPORT PROJECT PROMISSORY NOTE, SERIES 2022D (AMT)

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ October 5, 2022 _____% _____

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, 2023 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 \$46,565,000, 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 a portion of the cost of the terminal modernization project at Dane County Regional Airport, as authorized by resolutions adopted on January 18, 2018, January 17, 2019, January 23, 2020 and September 8, 2022. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on June 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the County, on June 1, 2029 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.

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: _____

Patrick Miles
Chairperson

(SEAL)

By: _____

Scott A. McDonell
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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)