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3 RESOLUTION AWARDDING THE SALE OF  
4 GENERAL OBLIGATION AIRPORT PROJECT  
5 PROMISSORY NOTES, SERIES 2018D (AMT)  
6

7 WHEREAS, on January 18, 2018, the County Board of Supervisors of the Dane County,  
8 Wisconsin (the "County") adopted a resolution (the "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 \$177,000,000 for public purposes, including the terminal modernization project at Dane  
11 County Regional Airport (the "Project");

12 WHEREAS, the County Board of Supervisors now deems it to be necessary, desirable  
13 and in the best interest of the County to issue general obligation promissory notes designated as  
14 "General Obligation Airport Project Promissory Notes, Series 2018D (AMT)" in the aggregate  
15 principal amount of \$7,010,000 (the "Notes") for the purpose of paying a portion of the cost of  
16 the Project;

17 WHEREAS, the County Board of Supervisors hereby finds and determines that the  
18 Project is within the County's power to undertake and therefore serves a "public purpose" as that  
19 term is defined in Section 67.04(1)(b), Wisconsin Statutes;  
20

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, including Dane County  
27 Regional Airport;  
28

29 WHEREAS, on August 27, 2018, the Personnel and Finance Committee of the County  
30 Board held a public hearing concerning the issuance of the Notes and the financing of the Project  
31 and notice of such hearing was published in the Wisconsin State Journal more than 14 days prior  
32 to the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as  
33 amended (the "Code");  
34

35 WHEREAS, in the Initial Resolution, the County directed Ehlers & Associates, Inc.  
36 ("Ehlers") to take the steps necessary to sell the Notes;

37 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of  
38 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)  
39 setting forth the details of and the bid requirements for the Notes and indicating that the Notes  
40 would be offered for public sale on September 6, 2018;  
41

WHEREAS, the Controller (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on September 6, 2018;

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

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

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

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

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION TEN THOUSAND DOLLARS (\$7,010,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by the County Treasurer and applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Airport Project Promissory Notes, Series 2018D (AMT)"; shall be issued in the aggregate principal amount of \$7,010,000; shall be dated September 27, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019. Interest shall be computed upon the basis of a 360-day

87 year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal  
88 Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes  
89 is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein  
90 by this reference (the "Schedule").

91  
92 Section 3. Redemption Provisions. The Notes maturing on June 1, 2022 and thereafter  
93 shall be subject to redemption prior to maturity, at the option of the County, on June 1, 2021 or  
94 on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from  
95 maturities selected by the County and within each maturity, by lot, at the principal amount  
96 thereof, plus accrued interest to the date of redemption.

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

100 Section 5. Tax Provisions.

101 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the  
102 principal of and interest on the Notes as the same becomes due, the full faith, credit and  
103 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of  
104 the taxable property of the County a direct annual irrepealable tax in the years 2018 through  
105 2022 for payments due in the years 2019 through 2023 in the amounts set forth on the Schedule.

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

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

118  
119 Section 6. Segregated Debt Service Fund Account.

120  
121 (A) Creation and Deposits. There be and there hereby is established in the  
122 treasury of the County, if one has not already been created, a debt service fund, separate and  
123 distinct from every other fund, which shall be maintained in accordance with generally accepted  
124 accounting principles. Debt service or sinking funds established for obligations previously  
125 issued by the County may be considered as separate and distinct accounts within the debt service  
126 fund.  
127

128 Within the debt service fund, there hereby is established a separate and distinct account  
129 designated as the "Debt Service Fund Account for \$7,010,000 General Obligation Airport  
130 Project Promissory Notes, Series 2018D (AMT), dated September 27, 2018" (the "Debt Service  
131 Fund Account") and such account shall be maintained until the indebtedness evidenced by the  
132 Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service  
133 Fund Account (i) all accrued interest received by the County at the time of delivery of and  
134 payment for the Notes; (ii) any premium which may be received by the County above the par  
135 value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied  
136 and any amounts appropriated for the specific purpose of meeting principal of and interest on the  
137 Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and  
138 interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified  
139 below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

140  
141 (B) Use and Investment. No money shall be withdrawn from the Debt Service  
142 Fund Account and appropriated for any purpose other than the payment of principal of and  
143 interest on the Notes until all such principal and interest has been paid in full and the Notes  
144 canceled; provided (i) the funds to provide for each payment of principal of and interest on the  
145 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be  
146 invested in direct obligations of the United States of America maturing in time to make such  
147 payments when they are due or in other investments permitted by law; and (ii) any funds over  
148 and above the amount of such principal and interest payments on the Notes may be used to  
149 reduce the next succeeding tax levy, or may, at the option of the County, be invested by  
150 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or  
151 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes  
152 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service  
153 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform  
154 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any  
155 applicable Treasury Regulations (the "Regulations").

156  
157 (C) Remaining Monies. When all of the Notes have been paid in full and  
158 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service  
159 Fund Account shall be transferred and deposited in the general fund of the County, unless the  
160 County Board of Supervisors directs otherwise.

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

obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate

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

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

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

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

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

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

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

Section 15. Public Approval. The issuance of the Notes is hereby approved by the County Board of Supervisors. This Resolution is intended to constitute public approval (within the meaning of Section 147(f) the Code) of the issuance of the Notes.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the

"Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement or final Official Statement to be distributed to the Purchaser.

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

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

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

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

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

Adopted, approved and recorded September 6, 2018.

Sharon Corrigan  
Chairperson

ATTEST:

Scott A. McDonell  
County Clerk

(SEAL)



EXHIBIT A

Notice of Sale

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

(See Attached)

## NOTICE OF SALE

### **\$7,065,000\* GENERAL OBLIGATION AIRPORT PROJECT PROMISSORY NOTES, SERIES 2018D (AMT) DANE COUNTY, WISCONSIN**

Bids for the purchase of \$7,065,000\* General Obligation Airport Project Promissory Notes, Series 2018D (AMT) (the "Notes") of Dane County, Wisconsin (the "County") will be received at the offices of Ehlers & Associates, Inc. ("Ehlers"), 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, Municipal Advisors to the County, until 9:30 A.M., Central Time, and **ELECTRONIC PROPOSALS** will be received via **PARITY**, in the manner described below, until 9:30 A.M. Central Time, on September 6, 2018, at which time they will be opened, read and tabulated. The bids will be presented to the Board of Supervisors for consideration for award by resolution at a meeting to be held at 7:00 P.M., Central Time, on the same date. The bid offering to purchase the Notes upon the terms specified herein and most favorable to the County will be accepted unless all bids are rejected.

### **PURPOSE**

The Notes are being issued pursuant to Section 67.12(12), Wisconsin Statutes, for public purposes, including paying a portion of the cost 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 September 27, 2018, 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>
2019	\$1,340,000	2021	\$1,415,000	2023	\$1,475,000
2020	1,390,000	2022	1,445,000		

### **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, 2019, to the registered owners of the Notes appearing of record in the bond register as of the close of business on the 15th day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board. **The rate for any maturity may not be more than 1.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2020 maturity, then the lowest rate that may be proposed for any later maturity is 3.50%.)** All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

## BOOK-ENTRY-ONLY FORMAT

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

## PAYING AGENT

The County may select a bank or trust company to act as paying agent (the "Paying Agent"). If a bank or trust company is selected as Paying Agent, 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, 2022 shall be subject to optional redemption prior to maturity on June 1, 2021 or on any date thereafter, at a price of par plus accrued interest.

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

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

## DELIVERY

On or about September 27, 2018, the Notes will be delivered without cost to the winning bidder at DTC. On the day of closing, the County will furnish to the winning bidder the opinion of bond counsel hereinafter described, an arbitrage certification, and certificates verifying that no litigation in any manner questioning the

validity of the Notes is then pending or, to the best knowledge of officers of the County, threatened. Payment for the Notes must be received by the County at its designated depository on the date of closing in immediately available funds.

### LEGAL OPINION

An opinion as to the validity of the Notes and the exemption from federal taxation of the interest thereon will be furnished by Quarles & Brady LLP, Bond Counsel to the County, and will be available at the time of delivery of the Notes. The legal opinion will be issued on the basis of existing law and will state that the Notes are valid and binding general obligations of the County; provided that the rights of the owners of the Notes and the enforceability of the Notes may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or equitable proceeding).

### STATEMENT REGARDING COUNSEL PARTICIPATION

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

### SUBMISSION OF BIDS

Bids must not be for less than \$7,012,012, nor more than \$7,206,300, plus accrued interest on the principal sum of \$7,065,000 from date of original issue of the Notes to date of delivery. Any Underwriter's discount, including all expenses to be paid by the Underwriter such as bond insurance, may not exceed 2% of the issue price of the Notes. 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) Facsimile submission to Ehlers, Facsimile Number (651) 697-8555; or
- 3) Electronically via **PARITY** in accordance with this Notice of Sale until 9:30 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 (the "Deposit") in the amount of \$141,300 in the form of a federal wire transfer (payable to the order of the County) **is only required from the apparent winning bidder**, and must be received within two hours after the time stated for the receipt of bids. The apparent winning bidder will receive notification from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the County may choose to reject its bid and then proceed to offer the Notes to the next lowest bidder based on the terms of its original bid, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

Wire instructions for the Deposit will be provided on the day of sale to the winning bidder. Contemporaneously with such wire transfer, the bidder shall send an email to [bondsale@ehlers-inc.com](mailto:bondsale@ehlers-inc.com), including the following information: (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer and (iii) the issue to which it applies. The County will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted bid, the Deposit will be forfeited and said amount will be retained by the County as liquidated damages.

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

### **AWARD**

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

### **BOND INSURANCE**

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

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

### **CUSIP NUMBERS**

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

### **NON-QUALIFIED TAX-EXEMPT OBLIGATIONS**

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

### **CONTINUING DISCLOSURE**

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

## NEW ISSUE PRICING

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

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

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

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

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

(c) If all of the requirements of a "competitive sale" are not satisfied, the County shall advise the winning bidder of such fact prior to the time of award of the sale of the Notes to the 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 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 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 bidder selects the 10% test, the 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 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)



**EHLERS**  
LEADERS IN PUBLIC FINANCE

## BID TABULATION

**\$7,065,000\* General Obligation Airport Project Promissory Notes, Series 2018D (AMT)**

**Dane County, Wisconsin**

**SALE: September 6, 2018**

**AWARD: HUTCHINSON, SHOCKEY, ERLEY & CO.**

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

**BBI: 3.96%**  
Non-Bank Qualified

NAME OF BIDDER	MATURITY (June 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
HUTCHINSON, SHOCKEY, ERLEY & CO. Chicago, Illinois	2019	3.000%	1.850%	\$7,123,114.45	\$497,350.53	2.5720%
	2020	3.500%	2.000%			
	2021	3.500%	2.200%			
	2022	2.500%	2.500%			
	2023	2.625%	2.625%			
PIPER JAFFRAY Minneapolis, Minnesota	2019	4.000%		\$7,170,562.00	\$504,146.33	2.5938%
	2020	4.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
BAIRD Milwaukee, Wisconsin	2019	3.000%		\$7,096,269.35	\$546,035.65	2.8263%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
BERNARDI SECURITIES, INC. Chicago, Illinois	2019	3.000%		\$7,031,193.70	\$611,111.30	3.1846%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				

\* Subsequent to bid opening the issue size was decreased to \$7,010,000.

Adjusted Price - \$7,066,936.68

Adjusted Net Interest Cost - \$495,477.76

Adjusted TIC - 2.5735%



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 6, 2018

RE: \$7,065,000\* General Obligation Airport Project Promissory Notes, Series 2018D (AMT)  
DATED: September 27, 2018

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 \$ 7,123,114.45 \*\* (not less than \$7,012,012, nor more than \$7,206,300) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>3.000</u>	% due	2019	<u>3.500</u>	% due	2021	<u>2.625</u>	% due	2023
<u>3.500</u>	% due	2020	<u>2.500</u>	% due	2022			

\* 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.

\*\* Any underwriter's discount, including all expenses to be paid by the underwriter, such as bond insurance, may not exceed 2% of the issue price of the Notes.

The rate for any maturity may not be more than 1.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2020 maturity, then the lowest rate that may be proposed for any later maturity is 3.50%.) All Notes of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit (the "Deposit") in the amount of \$141,300 in the form of a federal wire transfer (payable to the order of the County) is **only required from the apparent winning bidder**, and must be received within two hours after the time stated for the receipt of bids. The apparent winning bidder will receive notification from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the County may choose to reject its bid and then proceed to offer the Notes to the next lowest bidder based on the terms of its original bid, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

Wire instructions for the Deposit will be provided on the day of sale to the winning bidder. Contemporaneously with such wire transfer, the bidder shall send an email to [bondsale@ehlers-inc.com](mailto:bondsale@ehlers-inc.com), including the following information: (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer and (iii) the issue to which it applies. The County will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted bid, the Deposit will be forfeited and said amount will be retained by the County as liquidated damages. No bid can be withdrawn or amended after the time set for receiving bids unless the award of the Notes is not made on September 6, 2018.

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

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

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

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

If the competitive sale requirements are not met, we elect to use the (circle one): 10% test / hold-the-offering-price rule to determine the issue price of the Notes.

Account Manager: Hutchinson, Shockey, Erley & Co.

By: 

Account Members: Alone

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from September 27, 2018 of the above bid is \$ 497,350.48 and the true interest cost (TIC) is 2.5720 %.

The foregoing offer is hereby accepted by and on behalf of the Board of Supervisors of Dane County, Wisconsin, on September 6, 2018.

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

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

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

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

\* Subsequent to bid opening the issue size was decreased to \$7,010,000.

Adjusted Price - \$7,066,936.68

Adjusted Net Interest Cost - \$495,477.76

Adjusted TIC - 2.5735%

EXHIBIT D-1

Pricing Summary

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

(See Attached)

## Dane County

\$7,010,000 G.O. Airport Project Promissory Notes, Series 2018D

5 Year Amortization

Dated: September 27, 2018 Winning Bidder: Hutchinson, Shockey, Erley & Co.

### Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2019	Serial Coupon	3.000%	1.850%	1,330,000.00	100.769%	1,340,227.70
06/01/2020	Serial Coupon	3.500%	2.000%	1,355,000.00	102.460%	1,388,333.00
06/01/2021	Serial Coupon	3.500%	2.200%	1,400,000.00	103.360%	1,447,040.00
06/01/2022	Serial Coupon	2.500%	2.500%	1,445,000.00	100.000%	1,445,000.00
06/01/2023	Serial Coupon	2.625%	2.625%	1,480,000.00	100.000%	1,480,000.00
Total	-	-	-	\$7,010,000.00	-	\$7,100,600.70

### Bid Information

Par Amount of Bonds	\$7,010,000.00
Reoffering Premium or (Discount)	90,600.70
Gross Production	\$7,100,600.70
Total Underwriter's Discount (0.480%)	\$(33,664.02)
Bid (100.812%)	7,066,936.68
Total Purchase Price	\$7,066,936.68
Bond Year Dollars	\$19,161.22
Average Life	2.733 Years
Average Coupon	2.8829812%
Net Interest Cost (NIC)	2.5858359%
True Interest Cost (TIC)	2.5735383%

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

\$7,010,000 G.O. Airport Project Promissory Notes, Series 2018D

5 Year Amortization

Dated: September 27, 2018 Winning Bidder: Hutchinson, Shockey, Erley & Co.

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/27/2018	-	-	-	-	-
06/01/2019	1,330,000.00	3.000%	143,214.44	1,473,214.44	-
12/01/2019	-	-	85,700.00	85,700.00	1,558,914.44
06/01/2020	1,355,000.00	3.500%	85,700.00	1,440,700.00	-
12/01/2020	-	-	61,987.50	61,987.50	1,502,687.50
06/01/2021	1,400,000.00	3.500%	61,987.50	1,461,987.50	-
12/01/2021	-	-	37,487.50	37,487.50	1,499,475.00
06/01/2022	1,445,000.00	2.500%	37,487.50	1,482,487.50	-
12/01/2022	-	-	19,425.00	19,425.00	1,501,912.50
06/01/2023	1,480,000.00	2.625%	19,425.00	1,499,425.00	-
12/01/2023	-	-	-	-	1,499,425.00
<b>Total</b>	<b>\$7,010,000.00</b>	<b>-</b>	<b>\$552,414.44</b>	<b>\$7,562,414.44</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$19,161.22
Average Life	2.733 Years
Average Coupon	2.8829812%
Net Interest Cost (NIC)	2.5858359%
True Interest Cost (TIC)	2.5735383%
Bond Yield for Arbitrage Purposes	2.3903441%
All Inclusive Cost (AIC)	2.7118052%

### IRS Form 8038

Net Interest Cost	2.3866291%
Weighted Average Maturity	2.725 Years

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA  
NO. R- STATE OF WISCONSIN DOLLARS  
DANE COUNTY \$  
GENERAL OBLIGATION AIRPORT PROJECT PROMISSORY NOTE, SERIES 2018D (AMT)

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
June 1, September 27, 2018 %

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, 2019 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 \$7,010,000, 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 and September 6, 2018. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on June 1, 2022 and thereafter are subject to redemption prior to maturity, at the option of the County, on June 1, 2021 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 irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Notes to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as

negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

COPY

IN WITNESS WHEREOF, Dane County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

DANE COUNTY, WISCONSIN

By: \_\_\_\_\_  
Sharon Corrigan  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Scott A. McDonell  
County Clerk

COPY

ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

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

Dated: \_\_\_\_\_

Signature Guaranteed:

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

\_\_\_\_\_  
(Depository or Nominee Name)

COPY

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

\_\_\_\_\_  
(Authorized Officer)