

**LA CROSSE COUNTY BOARD OF SUPERVISORS PLANNING MEETING
PROCEEDINGS; MONDAY, NOVEMBER 03, 2014**

The La Crosse County Board of Supervisors Planning Meeting was held on Monday, November 03, 2014 in the Administrative Center, Room B410. The County Clerk, Ginny Dankmeyer, took attendance. 29 supervisors were present when Chair Tara Johnson called the meeting to order at 6:00 P.M. and those otherwise present, excused or absent are noted in the roll call detail:

District Name	Attendance
1 Richmond, Andrea	Present
2 Geary, Ralph	Present
3 Veenstra, Joe	Present
4 Freedland, Maureen	Present
5 Rosa, Keyla	Present
6 Plesha, Roger	Present
7 Hampson, Sharon	Present
8 Jerome, Peg	Present
9 Caucutt, Nancy	Present
10 Cable, Kim	Present
11 Scheller, Patrick	Present
12 Holtze, Dave	Present
13 Logue, Brian	Present
14 Schroeder, Jeffrey	Present
15 Kruse, Monica	Present
16 Ferries, Dan	Present
17 Giese, Mike	Present
18 Berg, Laurence	Present
19 Hoffman, Hubert	Present
20 Doyle, Steve	Present
21 Burke, Vicki	Present
22 Barlow, Patrick	Present
23 Nikolay, Matt	Present
24 Pfaff, Leon	Present
25 Ebert, Ray	Present
26 Hesse, Dan	Present
27 Wehrs, Tina	Present
28 Keil, Robert	Present
29 Johnson, Tara	Present

PLEDGE OF ALLEGIANCE

COMMUNICATIONS AND ANNOUNCEMENTS:

County Board Chair Report - Tara Johnson

- Upcoming Public Hearings – Chair Johnson reminded Supervisors that the public hearings will be on Monday, November 10, 2015. The Vehicle Registration Fee public hearing will begin at 5 PM and the Budget public hearing will begin at 6 PM or following the public hearing on the Vehicle Registration Fee.
- Supervisor Conference Reports

(113-14/15)

- Supervisor Burke put information on desks that relates to the amendment that she will be making to the budget regarding the Fred Funk boat landing.
- Supervisor Schroeder thanked the employees of La Crosse County for their donation to the Freedom Honor Flight. The donation was the proceeds from the GBO (Greater Bluske Open) which is the name of the county golf outing.
- Supervisor Schroeder announced a breakfast that is being held at UW La Crosse Field House on November 11, 2014 for Veterans and their family.

Administrator Report - Steve O'Malley

PROCLAMATION NOVEMBER 2014 - VETERANS MONTH

WHEREAS, the Veterans Service Office assists and supports La Crosse County veterans and their family members in recognition of the sacrifices and service of veterans to La Crosse County, the state of Wisconsin, and the United States; and, **WHEREAS**, respect for veterans' achievements and sacrifices on behalf of the nation and the world is ensured; and, **WHEREAS**, leadership and advocacy for La Crosse County veterans is demonstrated; and, **WHEREAS**, commitment to service excellence while assisting veterans with their applications for state and federal veterans' programs is of the highest level. **NOW THEREFORE BE IT RESOLVED**, that the La Crosse County Board does hereby proclaim the month of November 2014 as La Crosse County Veterans Month and urges all residents to join in recognizing the valuable contribution military veterans have made to La Crosse County.

Motion by L. Berg/J. Schroeder to approve passed on a unanimous voice vote with 29 ayes. Chair Johnson acknowledged the Supervisors on the Board that are veterans: Supervisors Ray Ebert, Jeff Schroeder, Mike Giese, Laurence Berg, and Robert Keil

- Report on Bonding options for Capital Projects – Joe Murray of Springsted gave a report on Bonding options for the County.
 - In response to the County's three-part plan to vacate the existing Administration Center, financing options available to Wisconsin counties for these types of projects are severely limited, almost solely to the County's issuance of General Obligation (GO) debt. The debt can either be Promissory Notes or in the form of Bonds. GO debt is the most secure form of debt due to the irrevocable property tax levy at the time of sale of the bonds. The financing option to purchase and remodel the Associated Bank Building and the development of Lot C would be limited to the issuance of GO debt.
 - An alternative financing option to facilitate the development of Lot C would be to work with the City of La Crosse to have the City finance the development costs. Based on the projected development and the tax increment revenue that would be generated, project costs could be financed in 3 ways: City issue GO, City-County revenue sharing agreement and County issue GO, City Redevelopment Authority (RDA) issue Lease-Revenue Bonds. Benefits of the RDA Lease-Revenue Bonds would be: the City has an established RDA, it is not GO debt so it does not count against the City's 5% equalized value GO debt limit, RDA would "leave" the developed assets, the debt would be structured around the tax increment revenue stream to cover the debt service payments, and the term of Bonds can go beyond the GO's 20 year term. Some detriments of RDA Lease-Bonds would be: not being secured by an irrevocable tax levy, lower credit rating results in higher interest costs than a GO, require funding of a Debt Service Reserve Fund to try and attract investors, required a strong developer agreement to insure a guaranteed tax increment revenue stream, and without a strong developer agreement, if the tax increment revenue fell short, the City would not have a "legal obligation" to make the debt service payment.
 - In order to protect the taxpayers from the City or the County from being responsible for paying debt service with the development of Lot C, all three options noted above require careful modeling around the potential tax

increment

revenues.

CLOSED SESSION

Motion by S. Hampson/D. Holtze to go into closed session at 6:34 p.m. pursuant to Wis. Stat., s. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, **To Wit:** negotiations with Weber Holdings and the City of La Crosse regarding Lot C development and parking considerations passed on a unanimous voice vote with 29 ayes.

RECONVENE INTO OPEN SESSION

Motion by D. Ferries/P. Scheller to reconvene into open session at 7:31 p.m. passed on a unanimous voice vote with 29 ayes.

CLOSED SESSION ACTION: Chair Johnson noted that no action was taken in closed session.

- 2015 Budget Deliberation and Final Decision – Administrator O’Malley reminded Supervisors that a number of items are coming through Executive Committee this week. Two resolutions will be reconsidered, the changes in positions funded by outside sources and the fees and charges resolution needed a correction. A resolution creating an Associate Administrator will be considered and the ordinance for an Annual Vehicle Registration Fee will be discussed. The only budget amendment that he has been notified of has been from Supervisor Burke. If you are considering an amendment, please notify Administrator O’Malley right away so the necessary budget changes can be made, if necessary.

RESOLUTION NO. 40-11/14 RE: RESOLUTION CONFIRMING THE SALE, DETERMINING RATES OF INTEREST AND OTHER DETAILS AND LEVYING TAXES IN CONNECTION WITH THE ISSUANCE OF \$3,835,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PROMISSARY NOTES, SERIES 2014-A, OF THE COUNTY OF LA CROSSE, WISCONSIN

WHEREAS, counties are authorized by the provisions of Section 67.12(12), *Wisconsin Statutes*, as supplemented and amended (the “*Statute*”), to issue promissory notes for any public purpose and to refund any municipal obligations, including interest on them; and, **WHEREAS**, the term “*public purpose*” is defined in the Statute as “the performance of any power or duty of the issuing municipality;” and, **WHEREAS**, counties are empowered by the *Wisconsin Statutes*, as supplemented and amended, to construct highways and highway improvements; and, **WHEREAS**, the County of La Crosse, Wisconsin (the “*County*”) now wishes to construct highways and highway improvements; and, **WHEREAS**, it is considered necessary and desirable by the County Board of Supervisors of the County that the County borrow \$3,835,000 for the purposes aforesaid and that the County issue its General Obligation Promissory Notes, Series 2014-A (the “*Notes*”) to evidence the indebtedness thereby incurred; and, **WHEREAS**, sealed bids for the Notes were received at the offices of the financial consultant in the County in St. Paul, Minnesota, until 10:00 o’clock A.M., C.T., on November 3, 2014, which bids are as follows:

NAME OF BIDDER	TRUE INTEREST COST (%)
BOSC, Inc.	1.5700995
FTN Financial Capital Markets	1.5708325
Robert W. Baird & Co., Incorporated	1.6036979
BMO Capital Markets GKST Inc.	1.6351756
Raymond James & Associates, Inc.	1.6485654
UMB Bank National Association	1.6658338
Piper Jaffray & Co.	1.6985646

(115-14/15)

; and, **WHEREAS**, the bid of BOSC, Inc. of Oklahoma City, Oklahoma, and associates, at a price of \$3,925,721.55 plus accrued interest to the date of delivery was the best bid submitted for the Notes, which bid is as follows:

(ATTACH BID HERE)

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County of La Crosse, Wisconsin, as follows:

Section 1. Definitions. For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Section 1 shall have the meanings set forth below, and shall include the plural as well as the singular.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"County" shall mean the County of La Crosse, Wisconsin, and any successor to the duties or functions of the County.

"Governing Body" shall mean the County Board of Supervisors of the County, or such other council, board, commission or body, by whatever name known, which shall succeed to its powers.

"Note" or *"Notes"* shall mean one or more of the General Obligation Promissory Notes, Series 2014-A, authorized to be issued by the terms of this Resolution.

"Note Register" shall mean the books of the County kept by the Note Registrar to evidence the registration and transfer of the Notes.

"Note Registrar" shall mean Wells Fargo Bank, National Association, of Minneapolis, Minnesota, or a successor designated as Note Registrar under this Resolution.

"Resolution" shall mean this resolution as adopted by the Governing Body of the County.

"Statute" shall mean Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended.

Section 2. Authorization. The issuance of \$3,835,000 aggregate principal amount of promissory notes is hereby authorized for the purpose of providing funds in the amount of \$3,835,000 for the public purpose consisting of the construction of highways and highway improvements.

The Notes shall be designated "General Obligation Promissory Notes, Series 2014-A," shall be dated the date of issuance, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5,000 each and integral multiples thereof (but no single Note shall represent installments of principal maturing on more than one date), shall be appropriately lettered and numbered, and shall mature serially on October 1 of each of the years 2015 to 2024, inclusive, and bear interest at the rates per annum as follows:

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YEAR	AMOUNT	INTEREST RATE
2015	\$ 85,000	2.00%
2016	435,000	2.00
2017	465,000	2.00
2018	470,000	2.00
2019	560,000	2.00
2020	570,000	2.00
2021	580,000	2.00
2022	430,000	2.00
2024	240,000	2.50

Section 3. Interest; Payment Provisions. The Notes shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, at the respective rates set out above, such interest (computed upon the basis of a 360-day year consisting of twelve 30-day months) being payable on the first days of April and October of each year, commencing on April 1, 2015. Interest on each Note shall be paid by check or draft of the Note Registrar to the person in whose name such Note is registered at the close of business on the fifteenth day of the calendar month next preceding the applicable interest payment date. The principal of the Notes shall be payable in lawful money of the United States of America only at the designated corporate trust office of the Note Registrar.

Section 4. Execution; Authentication. The Notes shall be executed on behalf of the County with the manual or facsimile signature of the Chairperson of the County and with the manual or facsimile signature of the County Clerk of the County, and sealed with the official seal of the County or a printed facsimile of said seal. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Resolution. The certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued under this Resolution.

Section 5. Registration of Notes; Persons Treated as Owners. The County shall cause books (the "Note Register") for the registration and for the transfer of the Notes as provided in this Resolution to be kept at the designated corporate trust office of the Note Registrar, which is hereby constituted and appointed the registrar of the County.

Upon surrender for transfer of any Note at the designated corporate trust office of the Note Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar duly executed by, the registered owner or his attorney duly authorized in writing, the County shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same maturity and interest rate of

authorized denominations, for a like aggregate principal amount. Any fully registered Note or Notes may be exchanged at said office of the Note Registrar for a like aggregate principal amount of Note or Notes of the same maturity and interest rate of other authorized denominations. The execution by the County of any fully registered Note shall constitute full and due authorization of such Note and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note.

The Note Registrar shall not be required to transfer or exchange any Note during the period of fifteen (15) days next preceding any interest payment date on such Note, nor to transfer or exchange any Note after notice calling such Note for prepayment has been mailed nor during the period of fifteen (15) days next preceding mailing of a notice of prepayment of any Notes.

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 the principal or interest on any Note shall be made only to or upon the order of the registered owner thereof or his legal representative. 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.

No service charge shall be made for any transfer or exchange of Notes, but the County or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes, except in the case of the issuance of a Note or Notes for the unpaid portion of a Note surrendered for prepayment.

Section 6. Prepayment. The Notes maturing on October 1, 2022, shall be subject to prepayment at the option of the County as a whole, or in part in such order as the County may determine (less than all of the Notes of a single maturity to be selected by the Note Registrar as hereinafter provided), on October 1, 2021, and on any date thereafter, at a prepayment price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment.

The Notes maturing on October 1, 2024, shall be subject to mandatory sinking fund prepayment in part by lot in such manner as shall be designated by the Note Registrar, on October 1, 2023 in the principal amount of \$120,000, at a prepayment price of 100% of the principal amount thereof being prepaid (unless any such principal amount shall have been reduced as provided below by reason of the earlier prepayment of such Notes). If the Notes maturing on such date shall have been called for prepayment in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining annual sinking fund installments (including the final maturity amount) shall be reduced in such order as shall be specified by the Issuer.

The Notes shall be prepaid only in the principal amount of \$5,000 each and integral multiples thereof. At least forty-five (45) days prior to the date fixed for prepayment (unless a shorter notice shall be satisfactory to the Note Registrar), the County shall notify the Note Registrar of such date fixed for prepayment and of the principal amount of the Notes to be prepaid. For purposes of any prepayment of less than all of the outstanding Notes of a single maturity, the particular Notes or portions of Notes to be prepaid shall be selected by the Note Registrar from the outstanding Notes of such maturity then outstanding by such method as the Note Registrar shall deem fair and appropriate, and which may provide for the selection of Notes or portions of Notes for prepayment in principal amounts of \$5,000 and integral multiples thereof.

The Note Registrar shall promptly notify the County in writing of the Notes or portions of Notes selected for prepayment and, in the case of any Note selected for partial prepayment, the principal amount thereof to be prepaid.

Section 7. Prepayment Procedure. Unless waived by any registered owner of the Notes (or portions thereof) to be prepaid, notice of the call for any such prepayment shall be given by the Note Registrar on behalf of the County by mailing the prepayment notice by registered or certified mail, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of the Note or Notes to be so prepaid at the address shown on the Note Register or at such other address as is furnished in writing by such registered owner to the Note Registrar. Failure to give such notice by mailing to any owner of any Note, or any defect therein, shall not affect the validity of any proceedings for the prepayment of any other Notes.

All notices of prepayment shall state:

- (1) the date fixed for prepayment,
- (2) the prepayment price,
- (3) if less than all outstanding Notes are to be prepaid, the identification, including CUSIP numbers (and, in the case of partial prepayment, the respective principal amounts) of the Notes to be prepaid,
- (4) that on the date fixed for prepayment the prepayment price will become due and payable upon each such Note or portion thereof called for prepayment, and that interest thereon shall cease to accrue from and after said date, and
- (5) the place where such Notes are to be surrendered for payment of the prepayment price, which place of payment shall be the designated corporate trust office of the Note Registrar.

Prior to any date fixed for prepayment, the County shall deposit with the Note Registrar an amount of money sufficient to pay the prepayment price of all the Notes or portions of Notes which are to be prepaid on that date. With respect to an optional prepayment of the Notes, unless moneys sufficient to pay the principal of and interest on the Notes to be prepaid shall have been received by the Note Registrar prior to the giving of such notice of prepayment, such notice may, at the option of the County, state that said prepayment shall be conditional upon the receipt of such moneys by the Note Registrar on or prior to the date fixed for prepayment. If such moneys are not received, such notice shall be of no force and effect, the County shall not prepay the Notes or portion thereof and the Note Registrar shall give notice, in the same manner in which the notice of prepayment was given, that such moneys were not so received and that the Notes or portion thereof will not be prepaid.

Notice of prepayment having been given as aforesaid, the Notes or portions of Notes so to be prepaid shall, on the date fixed for prepayment, become due and payable at the prepayment price therein specified, and from and after such date (unless the County shall default in the payment of the prepayment price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for prepayment in accordance with said notice, such Notes shall be paid by the Note Registrar at the prepayment price. Installments of interest due on or prior to the date fixed for prepayment shall be payable as herein provided for the payment of interest. Upon surrender for any partial prepayment of any Note, there shall be prepared for the registered owner a new Note or Notes of the same maturity in the amount of the unpaid principal. All Notes which have been prepaid shall be cancelled and destroyed by the Note Registrar, and shall not be reissued.

In addition to the prepayment notice required above, unless all of the Notes are owned by one (1) registered owner, further notice of prepayment (the "*Additional Prepayment Notice*") shall be given by the Note Registrar as set forth below, but no defect in the Additional Prepayment Notice nor any failure to give all or any portion of the

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Additional Prepayment Notice shall in any manner affect the effectiveness of a call for prepayment if notice thereof is given as prescribed above.

Each Additional Prepayment Notice given hereunder shall contain the information required above, plus (i) the date such notice required above has been or will be mailed; (ii) the date of issuance of the Notes being prepaid, as originally issued; (iii) the maturity date of each Note (or portion thereof) to be prepaid; and (iv) any other descriptive information needed to identify accurately the Notes being prepaid prior to maturity.

Each Additional Prepayment Notice shall be sent at least thirty (30) days before the date fixed for prepayment by legible facsimile transmission, registered or certified mail (postage prepaid) or overnight delivery service to The Depository Trust Company of New York, New York, and to at least two (2) national information services that disseminate notices of prepayment of obligations such as the Notes.

Section 8. Form of Notes. The Notes, the certificate of authentication to be endorsed thereon and the form of assignment are all to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by this Resolution:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF LA CROSSE
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2014-A

No. R- \$ _____

DATED DATE	MATURITY DATE	RATE OF INTEREST	CUSIP No.
November __, 2014	October 1, ____	%	

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the County of La Crosse in the State of Wisconsin (the "County"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date hereinabove identified, the Principal Amount hereinabove identified and to pay interest (computed on the basis of a 360-day year consisting of twelve 30-day months) on said Principal Amount from the Dated Date hereinabove identified or from the most recent interest payment date to which interest has been paid at the Rate of Interest per annum hereinabove identified, payable on the first days of April and October of each year, commencing on April 1, 2015, until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be and become applicable to this Note.

The principal of this Note is payable in lawful money of the United States of America only at the designated corporate trust office of Wells Fargo Bank, National Association, as note registrar and paying agent, and its successors (the "Note Registrar"). Payment of each installment of interest shall be made to the Registered Owner hereof who shall appear on the registration books of the County maintained by the Note Registrar at the close of business on the fifteenth day of the calendar month next preceding the applicable interest payment date, and shall be paid by check or draft of the Note Registrar mailed to such Registered Owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such Registered Owner to the Note Registrar.

Reference is hereby made to the further provisions of this Note set forth on the reverse side hereof and such further provisions shall for all purposes have the same effect as if set forth on the front side of this Note.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist, happen and be performed precedent to and in the issuance of this Note have been done, have existed, have happened and have been performed in regular form and manner as required by the Constitution and the laws of the State of Wisconsin; that this Note, together with all other indebtedness of the County, does not exceed any limitation prescribed by law; and that the County has levied a direct annual irrevocable tax sufficient to pay the interest hereon when it falls due and also to pay and discharge the principal hereof at maturity.

The full faith, credit and resources of the County are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due and for the levy and collection of sufficient taxes for that purpose.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

IN WITNESS WHEREOF the County of La Crosse, Wisconsin, by its County Board of Supervisors, has caused this Note to be executed with the duly authorized manual or facsimile signature of its Chairperson and with the duly authorized manual or facsimile signature of its County Clerk, and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of the Dated Date hereinabove identified.

County Clerk

Chairperson

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within mentioned Resolution and is one of the General Obligation Promissory Notes, Series 2014-A, of the County of La Crosse, Wisconsin.

Date of Authentication:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Note Registrar

By

Authorized Officer

This Note is one of an authorized issue of General Obligation Promissory Notes, Series 2014-A, aggregating the principal amount of \$3,835,000 (the "Notes"), issued for the public purpose consisting of the construction of highways and highway improvements, pursuant to and in all respects in compliance with Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended, and a resolution adopted by the County Board of Supervisors of the County on November 3, 2014.

This Note is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in

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the authorizing resolution, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate and for the same aggregate principal amount will be issued to the transferee in exchange for this Note.

The Notes are issued in fully registered form in denominations of \$5,000 each and integral multiples thereof. This Note may be exchanged at the designated corporate trust office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity and interest rate of other authorized denominations, upon the terms set forth in the authorizing resolution.

The County and the Note Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the County nor the Note Registrar shall be affected by any notice to the contrary.

Notes of the issue of which this Note is one maturing on October 1, 2022, are subject to prepayment at the option of the County as a whole, or in part in such order as the County may determine in integral multiples of \$5,000, less than all the Notes of a single maturity to be selected by the Note Registrar in such manner as it shall deem fair and appropriate on October 1, 2021, and on any date thereafter, at a prepayment price of 100% of the principal amount thereof being prepaid plus accrued interest to the date fixed for prepayment.

The Notes maturing on October 1, 2024, are subject to mandatory sinking fund prepayment in part by lot in such manner as shall be designated by the Note Registrar, on October 1, 2023 in the aggregate principal amount of \$120,000, at a prepayment price of 100% of the principal amount thereof being prepaid (unless any such principal amount shall have been reduced as provided below and in the Resolution by reason of the earlier prepayment of such Notes). If the Notes maturing on such date shall have been called for prepayment in part from a source other than from a mandatory sinking fund installment, then the amount of the remaining annual sinking fund installments (including the final maturity amount) shall be reduced in the manner provided in the Resolution.

Notice of any intended prepayment shall be sent by registered or certified mail, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment to the registered owner of each Note to be prepaid (in whole or in part) at the address shown on the registration books of the County maintained by the Note Registrar or at such other address as is furnished in writing by such registered owner to the Note Registrar. Such notice of prepayment may be conditional as provided in the authorizing resolution. When so called for prepayment, this Note, or the portion hereof being so called for prepayment, will cease to bear interest on the specified prepayment date, provided funds for prepayment are on deposit at the place of payment on that date, and shall not be deemed to be outstanding.

* * *

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-	as tenants in common	UNIF GIFT/TRANS MIN ACT-	
		_____Custodian_____	
		(Cust)	(Minor)

TEN ENT- as tenants by the entirety under Uniform Gifts/Trans to Minors

JT TEN- as joint tenants with right of survivorship and not as tenants in common Act _____ (State)

Additional abbreviations may also be used though not listed above.

(ASSIGNMENT)

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

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint

attorney, to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the bond registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the bond registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Section 9. Sale of Notes. The sale of the Notes to BOSC, Inc. of Oklahoma City, Oklahoma, and associates, at a price of \$3,925,721.55 and accrued interest to the date of delivery thereof, is hereby confirmed, the same being the best bid submitted. The County Treasurer or the Finance Director of the County is hereby authorized to deliver the Notes to said purchasers upon payment of the purchase price. For purposes of this Resolution any reference to the Finance Director of the County shall include any Interim Finance Director of the County.

Section 10. Levy of Taxes. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Notes and to pay and discharge the principal thereof

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at maturity, there is hereby levied upon all taxable property in the County of La Crosse, Wisconsin, a direct annual tax in an amount sufficient for that purpose, and there is hereby levied upon all of said taxable property in the County the following direct annual tax in each of the years and amounts as follows:

YEAR OF LEVY	AMOUNT FOR INTEREST AND PRINCIPAL
2014	\$151,215.00
2015	511,200.00
2016	532,500.00
2017	528,200.00
2018	608,800.00
2019	607,600.00
2020	606,200.00
2021	444,600.00
2022	126,000.00
2023	123,000.00

In each of said years 2014 to 2023, inclusive, the direct annual tax above levied shall be extended upon the tax rolls of the County and collected by the officers of the County in the same manner and at the same time as taxes for general County purposes for such years are extended and collected, and when so collected, the proceeds of said taxes shall be used solely for paying the principal of and interest on the Notes so long as any of the Notes remain outstanding.

Interest on or principal of the Notes falling due at any time when there shall be on hand insufficient funds from the proceeds of the above tax levy for the payment of such interest or principal shall be paid promptly when due from other funds of the County, which funds shall be reimbursed therefor out of the proceeds of the taxes above levied when such taxes shall have been collected.

Section 11. Debt Service Fund. There has been ordered to be established in the County Treasury a fund separate and distinct from all other funds of the County to be designated the "Debt Service Fund," which fund shall be used solely for the purpose of paying principal of, premium, if any, and interest on municipal obligations issued pursuant to Chapter 67, *Wisconsin Statutes*, as supplemented and amended. There is hereby created, and there shall be deposited in, an account known as the "Series 2014-A Promissory Note Account," to be held as a part of the Debt Service Fund, all money raised by taxation pursuant to Section 9 hereof, and such other sums as may be necessary to pay interest on the Notes when the same shall become due and to retire the Notes at their respective maturity dates.

Section 12. Use of Proceeds; Notes to Remain in Registered Form; Compliance with Federal Law; Execution of Tax Exemption Certificate and Agreement; Bank Qualification. The principal proceeds of the Notes shall be deposited in a special fund and used solely for the purposes for which the Notes are hereby authorized.

The County recognizes that the purchasers and owners of the Notes will have accepted them on, and paid therefor a price which reflects, the understanding that the interest thereon is excludible from Federal gross income of the owners thereof under laws in force at the time the Notes shall have been delivered. In this connection, the County agrees that it shall take no action which may render the interest on any of the Notes includible in Federal gross income of the owners of the Notes. The County agrees that, to the extent possible under state law, it will comply with whatever Federal law is adopted in

the future which applies to the Notes and affects the tax-exempt status of the interest on the Notes.

The Chairperson, the County Clerk, the County Treasurer and the Finance Director of the County, or any of them, are hereby authorized to execute on behalf of the County a Tax Exemption Certificate and Agreement (the "*Tax Exemption Certificate*") to assure the purchasers and owners of the Notes that the proceeds of the Notes are not expected to be used in a manner which would or might result in the Notes being "reimbursement bonds" in contravention of Section 1.103-18 of the United States Treasury Department Regulations (the "*Regulations*") or "arbitrage bonds" under Section 148 of the Code, or the Regulations currently in effect or proposed. Such Tax Exemption Certificate shall constitute a representation, certification and agreement of the County, and shall be incorporated herein by reference, and no investment of Note proceeds or of moneys accumulated to pay the Notes herein authorized shall be made in violation of the expectations prescribed by said Tax Exemption Certificate. Such Tax Exemption Certificate shall constitute an agreement of the County to follow certain covenants which may require the County to take certain actions (including the payment of certain amounts to the United States Treasury) or which may prohibit certain actions (including the establishment of certain funds) under certain conditions as specified in such Tax Exemption Certificate.

The County further recognizes that Section 149(a) of the Code requires the Notes to be issued and to remain in fully registered form in order that the interest thereon is excludible from Federal gross income of the owners thereof under laws in force at the time the Notes are delivered. In this connection, the County agrees that it will not take any action to permit the Notes to be issued in, or converted into, bearer or coupon form.

The County hereby designates the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Section 13. Duties of Note Registrar. If requested by the Note Registrar, the Chairperson of the County is hereby authorized to execute and the County Clerk of the County is hereby authorized to attest the Note Registrar's standard form of agreement between the County and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder which may include the following:

- (a) to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to give notice of the prepayment of Notes as provided herein;
- (c) to cancel and destroy Notes which have been paid at maturity or upon earlier prepayment or submitted for exchange or transfer;
- (d) to furnish the County at least annually a certificate of destruction with respect to Notes cancelled and destroyed; and
- (e) to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

The County Clerk of the County is hereby directed to file a certified copy of this Resolution with the Note Registrar.

The County covenants that it shall at all times retain a Note Registrar with respect to the Notes, that it will maintain at the designated corporate trust office of such Note Registrar a place or places where Notes may be presented for payment or registration of transfer or exchange, and that it shall require that the Note Registrar properly maintain the Note Register and perform the other duties and obligations imposed upon it by this Resolution in a manner consistent with the standards, customs and practices of the municipal securities industry.

(125-14/15)

The Note Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing the certificate of authentication on any Note, and by such execution the Note Registrar, shall be deemed to have certified to the County that it has all requisite power to accept and has accepted such duties and obligations. The Note Registrar is the agent of the County, and shall not be liable in connection with the performance of its duties, except for its own negligence or willful wrongdoing. The Note Registrar shall, however, be responsible for any representation in its certificate of authentication on the Notes.

The County may remove the Note Registrar at any time. In case at any time the Note Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator or conservator of the Note Registrar, or of the property thereof, shall be appointed, or if any public office shall take charge or control of the Note Registrar, or of the property or affairs thereof, the County covenants and agrees that it will thereupon appoint a successor Note Registrar. The County shall mail notice of any such appointment made by it to each registered owner of any Note within twenty (20) days after such appointment. Any Note Registrar appointed under the provisions of this Section 13 shall be an officer of the County or a bank, trust company or national banking association.

Any corporation or association into which the Note Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which it is a party, shall be and become successor Note Registrar hereunder, and vested with all the duties, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Note Registrar shall give notice thereof to the County and the registered owners of the Notes.

The County and/or the Note Registrar may enter into an agreement with a securities depository registered under Section 17A of the Securities Exchange Act of 1934, as amended (the "*Securities Depository*"), including without limitation The Depository Trust Company, which is the record owner of the Notes, to establish procedures with respect to the Notes owned by such Securities Depository. Such agreement may impose additional requirements on the Note Registrar with respect to the Notes.

Section 14. Continuing Disclosure Undertaking. The Chairperson, the County Clerk, the County Treasurer and the Finance Director of the County, or any of them, are hereby authorized to execute and deliver on behalf of the County a continuing disclosure undertaking with respect to the Notes (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking shall be executed and delivered on behalf of the County as contemplated herein, it shall be binding on the County, and all officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the terms and provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution to the contrary, the sole remedy for the failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owners of the Notes to seek mandamus or specific performance.

Section 15. Other Documents. The Chairperson, the County Clerk, the County Treasurer, the Finance Director and all other officers of the County are hereby authorized to execute all documents and certificates necessary in connection with the authorization and

delivery of the Notes, including without limitation an official statement describing the Notes and the County.

Section 16. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability or such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 17. Ordinances, Resolutions Superseded. All ordinances and resolutions in conflict herewith are hereby superseded to the extent of such conflict, and this Resolution shall take effect from and after its passage.

FISCAL NOTE: Debt Service funding will be provided for in the 2015 County Budget.

EXECUTIVE COMMITTEE

Motion by S. Hampson/M. Kruse to approve. Discussion ensued. Joe Murray from Springsted responded to questions from the Board. The motion to approve passed on a roll call vote with 27 ayes, 2 nays - H. Hoffman and B. Logue.

SUGGESTIONS FOR FUTURE AGENDA TOPICS

- Supervisor Geary asked about closed session on Wednesday, November 12, 2014.
- Supervisor Freedland encouraged Supervisors to read committee notes before the board meetings.

ADJOURN

Motion by H. Hoffman/L. Berg to adjourn at 7:44 PM passed on a unanimous voice vote with 29 ayes.

STATE OF WISCONSIN)

COUNTY OF LA CROSSE)

I, Ginny Dankmeyer , La Crosse County Clerk, in and for the County of La Crosse, Wisconsin, do hereby certify that the foregoing is a true and correct copy of the Journal of Proceedings of the La Crosse County Board of Supervisors at the La Crosse County Board of Supervisors Planning Meeting held Monday, November 03, 2014 and that it is the whole thereof. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL THIS DAY 7 OF NOVEMBER 2014.