

**LA CROSSE COUNTY BOARD OF SUPERVISORS PLANNING MEETING
PROCEEDINGS; MONDAY, OCTOBER 05, 2015**

The La Crosse County Board of Supervisors Planning Meeting was held on Monday, October 05, 2015 in the Administrative Center, Room B410. The County Clerk, Ginny Dankmeyer, took attendance. 23 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 at 06:18 PM
6 Plesha, Roger	Present
7 Hampson, Sharon	Present
8 Jerome, Peg	Present
9 Caucutt, Nancy	Present
10 Cable, Kim	Excused
11 Scheller, Patrick	Excused
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	Excused
19 Hoffman, Hubert	Present
20 Doyle, Steve	Present
21 Burke, Vicki	Excused at 06:33 PM
22 Barlow, Patrick	Present
23 Nikolay, Matt	Present
24 Pfaff, Leon	Excused
25 Ebert, Ray	Present
26 Hesse, Dan	Present
27 Wehrs, Tina	Excused
28 Keil, Robert	Present
29 Johnson, Tara	Present

PLEDGE OF ALLEGIANCE

COMMUNICATIONS AND ANNOUNCEMENTS:

County Board Chair Report - Tara Johnson

- Supervisor Conference Reports
 - Supervisor Hampson has been asked to write up a summary article about the WCA conference. She will be contacting Supervisors who attended the conference for a quote on what was great about it.
 - Chair Johnson announced that Administrator O'Malley received an award for recognition from his colleagues at ICMA (International City / County Management Association), in honor of 30 years of service to local government.

Administrator Report - Steve O'Malley

PROCLAMATION OCTOBER 2015 - SOLID WASTE AND RECYCLING MONTH

WHEREAS, La Crosse County helps to minimize the environmental impact of waste disposal in our region through management of award winning programs including waste-to-energy, landfill operations, gas to energy recovery and household hazardous materials collection, and, **WHEREAS**, La Crosse County has helped to facilitate the successful implementation of single-stream recycling collection in the cities of La Crosse and Onalaska that has resulted in a 137 percent increase in recycling, and **WHEREAS**, La Crosse County has adopted a Master Land Use Plan, a Landfill Natural Resource Management Plan and a Trail and Recreation Master Plan that results in enhanced value of the Landfill site, while accommodating adjacent land use for additional economic development, and **WHEREAS**, La Crosse County enhances regional solid waste and recycling efforts through expanding sustainability practices and collaboration on all aspects of solid waste and recycling, processing and beneficial reuse of by-products, in part through support of the Sustainable La Crosse Commission. **NOW THEREFORE BE IT RESOLVED**, that the La Crosse County Board does hereby proclaim the month of October 2015 as La Crosse County Solid Waste and Recycling Month and urges all residents to join in recognizing the valuable contribution of persons dedicated to operating one of the most environmentally sustainable solid waste disposal systems in the nation.

Motion by M. Freedland/P. Barlow to approve passed on a unanimous voice vote with 23 ayes, 1 absent - K. Rosa, 5 excused - L. Berg, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

- Administrator O'Malley announced that Moody's affirmed La Crosse County's bond rating of Aa1. The rating report is prepared to assist investors in considering the many factors that influence credit worthiness as part of the sale of the bonds for construction.

AGENDA ORDER: Chair Johnson asked for unanimous consent to move to the Executive Report of the agenda. There were no objections

Motion by S. Hampson/A. Richmond to suspend the rules requiring the "Now Therefore Be It Resolved" clauses be read for items #10-2 thru #10-4 passed on a unanimous voice vote with 23 ayes, 1 absent - K. Rosa, 5 excused - L. Berg, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

RESOLUTION NO. 37-10/15 RESOLUTION CONFIRMING THE SALE, DETERMINING THE RATE OF INTEREST AND OTHER DETAILS IN CONNECTION WITH THE ISSUANCE OF \$17,255,000 AGGREGATE PRINCIPAL AMOUNT OF BOND ANTICIPATION NOTES, SERIES 2015-B, OF THE COUNTY OF LA CROSSE, WI

WHEREAS, counties are authorized by the provisions of Chapter 67, *Wisconsin Statutes*, as supplemented and amended (the "*Statute*"), and particularly Section 67.12(1)(b), *Wisconsin Statutes*, as supplemented and amended, to issue its municipal obligations in anticipation, among other things, in receiving proceeds from general obligation bonds or notes that have been authorized or for which a covenant to issue has been made under the Statute; and, **WHEREAS**, pursuant to the Statute, counties may issue their general obligation bonds and notes for any "public purposes"; 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 and furnish county nursing homes; and, **WHEREAS**, the County of La Crosse, Wisconsin (the "*County*") now wishes to construct and furnish a county nursing home; and, **WHEREAS**, the County Board of Supervisors of the County has previously adopted an initial resolution on June 18, 2015, authorizing the issuance of general obligation bonds of the County in an aggregate principal amount of \$17,750,000 for the purpose of the construction and furnishing a county nursing home (the "*Bonds*"); and, **WHEREAS**, in anticipation of the issuance of the Bonds, it is considered necessary and desirable by the

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County Board of Supervisors of the County that the County borrow \$17,255,000 for the purposes aforesaid and that the County issue its Bond Anticipation Notes, Series 2015-B (the "Notes") to evidence the obligation thereby incurred; and, **WHEREAS**, sealed bids for the Notes were received at the offices of the financial consultant in the City of St. Paul, Minnesota, until 10:30 o'clock A.M., C.T., on October 5, 2015, which bids are as follows:

NAME OF BIDDER	TRUE INTEREST COST
Hutchinson, Shockey, Erley & Co.	1.0902%
Oppenheimer & Co., Inc	1.3723
Morgan Stanley & Co., LLC	1.4896

; and, **WHEREAS**, the bid of Hutchinson, Shockey, Erley & Co., of Chicago, Illinois, and associates, at a price of \$17,224,286.10 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 Bond Anticipation Notes, Series 2015-B, 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 \$17,255,000 aggregate principal amount of bond anticipation notes is hereby authorized for the purpose of providing funds in the amount of \$17,255,000 for the following public purpose: the construction and furnishing of a county nursing home.

The Notes shall be designated "Bond Anticipation Notes, Series 2015-B," shall be dated October 15, 2015, and shall also bear the date of authentication, 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 on October 15, 2017, and shall bear interest at the rate of one percent (1.00%) per annum.

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 rate set out above, such interest (computed upon the basis of a 360-day

year consisting of twelve 30-day months) being payable on the fifteenth days of April and October of each year, commencing on April 15, 2016. 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 last 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 such 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 of 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

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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 shall be subject to prepayment at the option of the County as a whole, or in part (less than all of the Notes of a single maturity to be selected by the Note Registrar as hereinafter provided), on October 15, 2016, 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 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, the particular Notes or portions of Notes to be prepaid shall be selected by the Note Registrar from the outstanding Notes by such method as the Note Registrar shall deem fair and appropriate, and which may provide for the selection for prepayment of Notes or portions of Notes 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 a partial prepayment, the 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

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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, subject to the provisions above for a conditional call, 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 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 Note. 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

BOND ANTICIPATION NOTE, SERIES 2015-B

No. R-			\$ _____
DATED DATE	MATURITY DATE	RATE OF INTEREST	CUSIP No.
October 15, 2015	October 15, 2017	1.00%	_____
Registered Owner:			
Principal Amount:			

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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 fifteenth days of April and October of each year, commencing on April 15, 2016, until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to prepayment 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, of Minneapolis, Minnesota, 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 last day of the calendar month next preceding the 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; and that the County has authorized the issuance of its general obligation bonds, and has covenanted to issue its general obligation bonds, in order to pay the interest hereon and also to pay and discharge the principal hereof at maturity or upon earlier prepayment.

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 Bond Anticipation Notes, Series 2015-B, of the County of La Crosse, Wisconsin.

Date of Authentication:

_____ / _____

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Note Registrar

By _____
Authorized Officer

This Note is one of an authorized issue of Bond Anticipation Notes, Series 2015-B, aggregating the principal amount of \$17,255,000 (the "Notes"), issued for the public purpose of the construction and furnishing of a county nursing home, and in anticipation of the issuance of not less than a like aggregate principal amount of general obligation bonds of the County for such purpose and to retire this Note, pursuant to and in all respects in compliance with Chapter 67 of the *Wisconsin Statutes*, as supplemented and amended, and particularly Section 67.12(1)(b) of the *Wisconsin Statutes*, as supplemented and amended, and a resolution adopted by the County Board of Supervisors of the County on October 5, 2015. The principal of and interest on this Note are payable only from the proceeds derived from the sale of said general obligation bonds and notes of the County in anticipation of the issuance of which this Note is authorized to be issued and, in the case of interest, from the proceeds of the Notes. This Note does not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation or provision, and no lien may be created or attached with respect to any property of the County as a consequence of the issuance of this Note. Reference is hereby made to said resolution for a more complete statement of the sources from which and conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note has been issued.

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 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 are subject to prepayment at the option of the County as a whole, or in part in integral multiples of \$5,000, less than all the Notes to be selected by the Note Registrar in such manner as it shall deem fair and appropriate on October 15, 2016, 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.

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

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Note 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 Hutchinson, Shockey, Erley & Co., of Chicago, Illinois, and associates, at a price of \$17,224,286.10, 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.

Section 10. Payable Solely from Bonds or Notes. The Notes, together with interest thereon, shall be payable only out of the proceeds of general obligation bonds to be issued by the County in anticipation of which the Notes are issued, and, in the case of interest, from the proceeds of the Notes. The Notes do not constitute an indebtedness of the County within the meaning of any constitutional or statutory limitation or provision, and no lien may be created or attached with respect to any property of the County as a consequence of the issuance of the Notes. The Governing Body of the County has previously authorized the issuance of general obligation bonds of the County for the stated public purpose in an aggregate principal amount of \$17,750,000, pursuant to an initial resolution adopted by the Governing Body on June 8, 2015, as set forth in the preamble to this Resolution.

The County, acting by and through the Governing Body, does hereby covenant that it will issue its general obligation bonds in anticipation of the sale of which the Notes are herein authorized to be issued not later than October 15, 2017, and apply a sufficient amount of the proceeds thereof to the retirement of the Notes by depositing such amount into the Bond Anticipation Notes, Series 2015-B Debt Service Fund.

Section 11. Establishment of Debt Service Fund. There is hereby established in the County Treasury a fund separate and distinct from all other funds of the County to be designated "Bond Anticipation Notes, Series 2015-B Debt Service Fund," which fund shall be used solely for the purpose of paying the principal of and interest on the Notes. There shall be deposited in said fund all premium, if any, and accrued interest paid on the Notes at the time the Notes are delivered to the purchaser, certain proceeds of the Notes, all proceeds of the general obligation bonds issued by the County pursuant to Section 10 hereof, all moneys appropriated by the Governing Body to pay interest on the Notes, 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, as provided in this Resolution

Section 12. Use of Proceeds; Notes to Remain in Registered Form; Compliance with Federal Law; Execution of Tax Exemption Certificate and Agreement. 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

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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 "arbitrage bonds" under Section 148 of the Code, or the regulations of the United States Treasury Department currently in effect or proposed. Such Tax Exemption Certificate shall constitute a representation, certification and agreement of the County, 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.

Section 13. Duties of Note Registrar. If requested by the Note Registrar, the Chairperson of the County is authorized to execute and the County Clerk of the County is 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.

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

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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 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. 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.

(84-15/16)

Section 16. 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: The Bond Anticipation Notes for the Lakeview Campus Project will be refinanced with general obligation bonds to be issued in 2017.

EXECUTIVE COMMITTEE

Motion by S. Hampson/M. Nikolay to approve. Discussion ensued. Financial Advisor Joe Murray from Springsted responded to questions from the Board and explained the Bond Anticipation Notes. The motion to approve passed on a unanimous voice vote with 24 ayes, K. Rosa, 5 excused - L. Berg, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

RESOLUTION NO. 38-10/15 RESOLUTION DETERMINING TO ISSUE \$13,665,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2015-A, OF THE COUNTY OF LA CROSSE, WISCONSIN, PROVIDING DETAILS, PRESCRIBING THE FORM OF BOND, AWARDING THE BONDS TO THE BEST BIDDER, AND LEVYING TAXES

WHEREAS, the County of La Crosse, Wisconsin (the "County") is authorized by the provisions of Chapter 67, Wisconsin Statutes, as supplemented and amended, to issue bonds for any public purpose and to refund any municipal obligations, including interest on them; and, **WHEREAS**, by initial resolutions duly adopted on June 18, 2015, there have been authorized to be issued not to exceed \$25,700,000 general obligation bonds of the County for the public purposes as follows:

\$23,000,000 for the acquisition of land, buildings and related improvements and the construction of improvements thereto, all for a County administration building, constructing improvements to the Law Enforcement Center, the Health and Human Services Building and other County buildings and providing parking; and, \$2,700,000 for laying out, opening and widening streets and highways and providing street and highway improvements; and,

WHEREAS, it is considered necessary and desirable by the County Board of Supervisors of the County that the County borrow \$13,665,000 for the purposes aforesaid and that the County issue its General Obligation Corporate Purpose Bonds, Series 2015-A (the "Bonds") to evidence the indebtedness thereby incurred; and, **WHEREAS**, notice of the sale of such bonds for such purpose was published on August 24, 2015, in *The Bond Buyer*; and, **WHEREAS**, it is now necessary that said bonds be sold and issued for the public purposes aforesaid in the aggregate principal amount of \$13,665,000; and, **WHEREAS**, pursuant to the advertisement aforesaid, sealed bids were received for the purchase of said bonds in said amount until 10:30 A.M., C.T., on October 5, 2015, and are as follows:

(85-15/16)

NAME OF BIDDER	TRUE INTEREST RATE
Janney Montgomery Scott LLC	2.7230%
FTN Financial Capital Markets	2.7259
Stifel, Nicolaus & Co., Incorporated	2.7342
Bank of America Merrill Lynch	2.7661
Piper Jeffrey & Co.	2.7667
Robert W. Baird & Co., Incorporated	2.7986
William Blair & Company	2.8271
Hutchinson, Shockey, Erley & Co.	2.8956

; and, **WHEREAS**, the bid of Janney Montgomery Scott LLC, of New York, New York, and associates at a price of \$_____, plus accrued interest to the date of delivery, was the best bid submitted, which bid is as follows:

(Here insert or attach a true copy of the Winning Bid)

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 herein 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:

"*Bond*" or "*Bonds*" shall mean one or more of the General Obligation Corporate Purpose Bonds, Series 2015-A, authorized to be issued by the County by the terms of this Resolution.

"*Bond Register*" shall mean the books of the County kept by the Registrar to evidence the registration and transfer of the Bonds.

"*Code*" means 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.

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

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

Section 2. Authorization. The issuance of \$13,665,000 aggregate principal amount of Bonds is hereby authorized for the purpose of providing funds in the amount of \$13,665,000 for public purpose projects of the County, as set out in the preamble to this Resolution.

The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2015-A," shall be dated October 15, 2015, as originally issued, and shall also bear the date of their authentication by the Registrar. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 each and integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be lettered "R" and numbered consecutively starting with the number one, shall mature serially on October 1 of the years and in the principal amounts, and shall bear interest at the rates per annum, as follows:

(86-15/16)

YEAR	PRINCIPAL AMOUNT	INTEREST RATE	YEAR	PRINCIPAL AMOUNT	INTEREST RATE
2016	\$ 600,000	2.00%	2026	\$ 580,000	3.50%
2017	815,000	3.00	2027	600,000	4.00
2018	840,000	4.00	2028	615,000	4.00
2019	750,000	5.00	2029	635,000	4.00
2020	770,000	5.00	2030	660,000	3.00
2021	790,000	5.00	2031	680,000	3.00
2022	815,000	5.00	2032	705,000	3.00
2023	730,000	5.00	2033	730,000	3.125
2024	550,000	2.75	2034	755,000	3.125
2025	565,000	3.00	2035	480,000	3.25

Section 3. Interest; Payment Provisions. The Bonds 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 rates set out above, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on April 1 and October 1 of each year, commencing on April 1, 2016. Interest on each Bond shall be paid by check or draft of the Registrar to the person in whose name such Bond 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 each Bond shall be payable in lawful money of the United States of America only upon presentation and surrender of such Bond at the designated corporate trust office of the Registrar.

Section 4. Execution; Authentication. The Bonds 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 such seal. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

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

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

Upon surrender for transfer of any Bond at the designated corporate trust office of the Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar duly executed by the registered owner thereof or his

(87-15/16)

attorney duly authorized in writing, the County shall execute and the Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denomination or denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity and interest rate of other authorized denominations. The execution by the County of any fully registered Bond shall constitute full and due authorization of such Bond, and the Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, that the principal amount of the outstanding Bonds authenticated by the Registrar shall never exceed the authorized principal amount of the Bonds, less previous retirements.

The Registrar may, but shall not be required to, transfer or exchange any Bond during the period of fifteen (15) days next preceding any interest payment date on such Bond, nor to transfer or exchange any Bond after notice calling such Bond for redemption prior to maturity has been mailed nor during the period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and the payment of the principal of, premium (if any) or interest on any Bond 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 Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the County or the 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 Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

The County and/or the 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 Bonds, to establish procedures with respect to Bonds owned by such Securities Depository. Such agreement may impose additional requirements on the Registrar with respect to the Bonds.

Section 6. Prior Redemption. The Bonds maturing on and after October 1, 2026, shall be subject to redemption prior to maturity at the option of the County as a whole, or in part in such order of maturity as the County may determine (less than all of the Bonds of a single maturity to be selected by the Registrar as hereinafter provided), on October 1, 2025, and on any date thereafter, at a redemption price of 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

The Bonds shall be redeemed 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 any optional redemption (unless a shorter notice shall be satisfactory to the Registrar), the County shall notify the Registrar of such date fixed for redemption and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Registrar from the outstanding Bonds of such maturity then outstanding by such method as the Registrar shall deem fair and appropriate, and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of \$5,000 and integral multiples thereof.

(88-15/16)

The Registrar shall promptly notify the County in writing of the Bonds or portions of Bonds selected for redemption prior to maturity and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

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

All notices of redemption shall state:

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

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

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

In addition to the redemption notice required above, further notice of redemption (the "*Additional Redemption Notice*") shall be given by the Registrar as set forth below, but no

defect in the Additional Redemption Notice nor any failure to give all or any portion of the Additional Redemption Notice shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed above.

Each Additional Redemption 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 Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least thirty (30) days before the date fixed for redemption 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 redemption of obligations such as the Bonds.

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

No. R-_____ \$_____

**UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF LA CROSSE
GENERAL OBLIGATION
CORPORATE PURPOSE BOND, SERIES 2015-A**

RATE OF INTEREST	MATURITY DATE	DATED DATE	CUSIP NUMBER
_____ %	October 1, _____	October 15, 2015	_____

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 of twelve 30-day months) on such 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 on April 1 and October 1 of each year, commencing on April 1, 2016, until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be and become applicable to this Bond.

The principal of this Bond is payable in lawful money of the United States of America only upon presentation and surrender of this Bond at the designated corporate trust office of Wells Fargo Bank, National Association, as registrar and paying agent, and its successors (the "Registrar"). Payment of each installment of interest hereon shall be made to the Registered Owner hereof who shall appear on the registration books of the County maintained by the 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 Registrar mailed to such Registered Owner at his address as it appears on such registration books or

(90-15/16)

at such other address as may be furnished in writing by such Registered Owner to the Registrar.

Reference is hereby made to the further provisions of this Bond 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 Bond

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 Bond have been done, have existed, have happened and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Wisconsin; that this Bond, 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 irrepealable 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 Bond 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 Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the County of La Crosse, Wisconsin, by its County Board of Supervisors, has caused this Bond 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 Bond is one of the Bonds described in the within mentioned Resolution, and is one of the General Obligation Corporate Purpose Bonds, Series 2015-A, of the County of La Crosse, Wisconsin.

Date of Authentication: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Bond Registrar

By

Authorized Officer

This Bond is one of an authorized issue of General Obligation Corporate Purpose Bonds, Series 2015-A, aggregating the principal amount of \$13,665,000 (the "Bonds") issued for the following purposes:

- \$11,055,000 for the acquisition of land, buildings and related improvements and the construction of improvements thereto, all for a County administrative building, constructing improvements to the Law Enforcement Center, the Health and Human Services Building and other County buildings and providing parking; and
- \$2,610,000 for laying out, opening and widening streets and highways and providing street and highway improvements; and

(91-15/16)

pursuant to and in all respects in compliance with Chapter 67, *Wisconsin Statutes*, as supplemented and amended and a resolution adopted by the County Board of Supervisors of the County on October 5, 2015 (the "Resolution").

Bonds of the issue of which this Bond is one maturing on and after October 1, 2026, are subject to redemption prior to maturity at the option of the County as a whole, or in part in integral multiples of \$5,000 in such order of their maturity as the County may designate (less than all of the Bonds of a single maturity to be selected by the Bond Registrar in such manner as it shall deem fair and appropriate) on October 1, 2025, and on any date thereafter, at a redemption price equal to 100% of the principal amount thereof being redeemed plus accrued interest to the date fixed for redemption.

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

This Bond 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 Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of the same maturity and interest rate of authorized denomination or denominations and for a like aggregate principal amount will be issued to the transferee in exchange for this Bond.

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

The County and the Registrar may deem and treat the registered owner hereof 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 Registrar shall be affected by any notice to the contrary.

* * *

The following abbreviations, when used in the inscription on the face of the within Bond, 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/Transfers 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 Bond, and does hereby irrevocably constitute and appoint _____, or its successor as Registrar, to transfer the said Bond 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 Bond 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 Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the 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 Bonds. The sale of the Bonds to Janney Montgomery Scott LLC, of New York, New York, and associates, at the price of \$14,038,891.95 plus accrued interest to the date of delivery, is hereby confirmed, the same being the best bid submitted. The County Treasurer of the County is hereby authorized to deliver the Bonds to said purchasers upon payment of the purchase price.

Section 10. Tax Levy. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property in the County of La Crosse, Wisconsin, a direct annual tax in amounts sufficient for that purpose, and there is hereby levied upon all taxable property in the County the following direct annual tax in each of the years and amounts, to-wit:

YEAR	AMOUNT	YEAR	AMOUNT
2015	\$ 600,000	2025	\$ 797,656
2016	815,000	2026	797,356
2017	1,270,320	2027	788,356
2018	1,192,481	2028	783,756
2019	1,174,981	2029	783,356
2020	1,156,481	2030	783,556
2021	1,141,981	2031	788,156
2022	1,016,231	2032	792,006
2023	799,731	2033	794,193
2024	799,606	2034	495,600

On the date of issuance, \$1,103,095.70 in premium paid for the Bonds will be deposited in the Debt Invoice Fund referred to in Section 12 herof, thereby lowering the tax levy in 2015, 2016 and 2017.

In each of said years from 2015 to 2034, inclusive, the direct annual tax above levied shall be extended upon the tax rolls of the County in the same manner and time as taxes for general County purposes, and when collected the proceeds of said taxes shall be deposited into the account of the debt service fund established in favor of the Bonds, to be used solely for paying the principal of and interest on the Bonds as long as any of the Bonds remain outstanding.

Section 11. Sufficiency. Interest or principal maturing at any time during the life of the Bonds when there shall be insufficient funds on hand from the above tax levy to pay the same shall be paid promptly when due from the general fund of the County, and said fund shall be reimbursed in a like amount out of the proceeds of taxes hereby levied when the same shall have been collected.

Section 12. 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 2015-A General Obligation Corporate Purpose Bond Account," to be held as a part of the Debt Service Fund, all money raised by taxation pursuant to Section 10 hereof, and such other sums as may be necessary to pay interest on the Bonds when the same shall become due and to retire the Bonds at their respective maturity dates.

Section 13. Use of Proceeds; No Arbitrage; Bonds to Remain in Registered Form; Reimbursement. The principal proceeds of the Bonds shall be deposited in a special fund, and used solely for the purposes for which the Bonds are hereby authorized. The principal proceeds from the sale of the Bonds shall be used only to pay the costs of the public projects aforesaid, and the Governing Body hereby covenants and agrees that said principal proceeds shall be devoted to and used with due diligence for such purposes.

The County recognizes that the purchasers and owners of the Bonds 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 Bonds 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 Bonds includible in Federal gross income of the owners of the Bonds. 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 Bonds and affects the tax-exempt status of the interest on the Bonds.

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 to assure the purchasers and owners of the Bonds that the proceeds of the Bonds are not expected to be used in a manner which would or might result in the Bonds being "reimbursement bonds" issued 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 and Agreement shall constitute a representation, certification and covenant of the County, and shall be incorporated herein by reference, and no investment of Bond proceeds or of moneys accumulated to pay the Bonds herein authorized shall be made in violation of the expectations prescribed by said Tax Exemption Certificate and Agreement.

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Such Tax Exemption Certificate and Agreement 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 and Agreement.

The County further recognizes that Section 149(a) of the Code requires the Bonds 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 Bonds are delivered. In this connection, the County agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 14. Duties of Registrar. If requested by the Registrar, the Chairperson of the County is hereby authorized to execute, and the County Clerk of the County is hereby authorized to attest, and said Chairperson and County Clerk are hereby authorized to deliver, the Registrar's standard form of agreement between the County and the Registrar with respect to the obligations and duties of the Registrar hereunder which shall include the following:

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

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

The County covenants that it shall at all times retain a Registrar with respect to the Bonds, that it will maintain at the designated corporate trust office of such Registrar a place or places where Bonds may be presented for payment or registration of transfer or exchange, and that it shall require that the Registrar properly maintain the Bond 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.

The Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing the certificate of authentication on any Bond, and by such execution the 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 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 Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds.

The County may remove the Registrar at any time. In case at any time the 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 Registrar, or of the property thereof, shall be appointed, or if any public office shall take charge or control of the Registrar, or of the property or affairs thereof, the County covenants and agrees that it will thereupon appoint a successor Registrar. The County shall mail notice of any such appointment made by it to each registered owner of any Bond within twenty (20) days after such appointment. Any Registrar appointed under the provisions of this Section 14 shall be a County officer or a bank, trust company or national banking association.

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Any corporation or association into which the 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 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 Registrar shall give notice thereof to the County and the registered owners of the Bonds.

Section 15. Continuing Disclosure Undertaking. The Chairperson, the County Clerk, the County Treasurer or the Finance Director of the County, or any of them, are hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking with respect to the Bonds (the "*Continuing Disclosure Undertaking*") in substantially the form as the individual executing the Continuing Disclosure Undertaking on behalf of the County shall approve, his or her execution to constitute conclusive evidence of his or her approval of the form of such Continuing Disclosure Undertaking. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the 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 provisions of the Continuing Disclosure Undertaking, as executed. Copies of the Continuing Disclosure Undertaking shall be placed in the official records of the County, and shall be available for public inspection at the offices of the County. Notwithstanding any other provision of this Resolution to the contrary, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of any beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 16. 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 Bonds, including without limitation an official statement describing the Bonds and the County.

Section 17. Prior Action. The action of the Finance Director of the County in causing the notice of the sale of the Bonds to be published is hereby in all respects ratified and confirmed.

Section 18. 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 sections, paragraphs and provisions of this Resolution.

Section 19. Conflicting Proceedings Superseded. All ordinances, resolutions or orders, or parts thereof, heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, shall be and in the same are hereby superseded to the extent of such conflict, and this Resolution shall be in effect from and after its passage.

FISCAL NOTE: Debt Service Funding will be provided for in the 2016 budget.

EXECUTIVE COMMITTEE

Motion by S. Hampson/R. Plesha to approve. Discussion ensued. Financial Advisor Joe Murray from Springsted explained the Bonds. The motion to approve passed on a unanimous voice vote with 24 ayes, 5 excused - L. Berg, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

RESOLUTION NO. 39-10/15 RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT IN CONNECTION WITH THE DEFEASANCE OF CERTAIN OUTSTANDING BONDS OF THE COUNTY OF LA CROSSE, WISCONSIN, THE DESIGNATION OF AN ESCROW AGENT, AND THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS; AND RELATED MATTERS

WHEREAS, the County of La Crosse, Wisconsin (the "*County*") is authorized by the provisions of Chapter 67, Wisconsin Statutes, as supplemented and amended, to issue bonds for any public purpose and to refund any municipal obligations, including interest on them; and, **WHEREAS**, the County has previously issued.

\$9,355,000 aggregate principal amount of Taxable General Obligation Solid Waste Bonds, Series 2006-A, currently outstanding in the aggregate principal amount of \$5,475,000; and,

WHEREAS, it is now desirable and in the best interests of the County and its taxpayers for the County to provide for the payment of the principal of and the interest on the Bonds upon redemption prior to maturity with the proceeds of a State Trust Fund Loan and other available Funds of the County; and, **WHEREAS**, in connection with the provision for the payment of the principal of and the interest on the Bonds, it is now necessary, desirable and in the best interests of the County to authorize the execution and delivery of an Escrow Agreement (the "*Escrow Agreement*") by and between the County and Associated Trust Company, National Association, Milwaukee, Wisconsin, as Escrow Agent (the "*Escrow Agent*"), and to designate the Escrow Agent in connection therewith. **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Supervisors of the County of La Crosse, Wisconsin, as follows:

Section 1. That, based upon its review and findings that it is the best interests of the County and its taxpayers, the County hereby approves the application the proceeds of the State Trust Fund Loan described above and other available Funds of the County to provide for the payment of the principal of and the interest on Bonds, as set forth in the preambles to this Resolution.

Section 2. That the County is hereby authorized to enter into the Escrow Agreement with the Escrow Agent in substantially the same form as is now before the County Board of Supervisors of the County; that the form, terms and provisions of the Escrow Agreement be, and they hereby are, in all respects approved; that the Chairperson of the County be, and he or she hereby is, authorized, empowered and directed to execute, and the County Clerk of the County be, and he or she hereby is, authorized, empowered and directed to attest and affix the official seal of the County to, the Escrow Agreement in the name, for and on behalf of the County, and thereupon to cause the Escrow Agreement to be delivered to the Escrow Agent, in substantially the same form as is now before the County Board of Supervisors of the County or with such changes therein as the individual executing the Escrow Agreement on behalf of the County shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of the Escrow Agreement as is now before the County Board of Supervisors of the County; that when the Escrow Agreement is executed, attested and delivered on behalf of the County as hereinabove provided, such Escrow Agreement will be binding on the County; that from and after the execution and delivery of the Escrow Agreement, the 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 provisions of the Escrow Agreement as executed; and that a copy of the Escrow Agreement

shall be placed in the official records of the County, and shall be available for public inspection at the office of the County.

Section 3. That Associated Trust Company, National Association, Milwaukee, is hereby designated as Escrow Agent with respect to the Bonds under the Escrow Agreement.

Section 4. That the Chairperson, the County Clerk, the County Treasurer, the Finance Director and all other officers of the County be, and each of them hereby is, authorized to execute and deliver such documents, certificates, and undertakings of the County and to take such other actions as may be required in connection with the execution and delivery of the Escrow Agreement and the provision for the payment of the principal of and the interest on the Bonds authorized by this Resolution.

Section 5. That all acts of the officers, employees and agents of the County which are in conformity with the purposes and intent of this Resolution be, and the same hereby are, in all respects, ratified, approved and confirmed.

Section 6. 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 sections, paragraphs and provisions of this Resolution.

Section 7. Conflicting Proceedings Superseded. All ordinances, resolutions or orders, or parts thereof, heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, shall be and in the same are hereby superseded to the extent of such conflict, and this Resolution shall be in effect from and after its passage.

FISCAL NOTE: The proceeds of \$5,475,000 from the State Trust Fund Loan will be paid to the escrow agent.

EXECUTIVE COMMITTEE

Motion by S. Hampson/J. Veenstra to approve. Discussion ensued. Administrator O'Malley and Financial Advisor Joe Murray of Springsted responded to questions from the Board. The motion to approve passed on a unanimous voice vote with 24 ayes, 5 excused - L. Berg, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

RESOLUTION NO. 40-10/15 ACCEPTANCE OF BIDS FOR STEEL MATERIAL, TILE AND PAVING WORK FOR THE DOWNTOWN CAMPUS CONSTRUCTION PROJECTS

WHEREAS, by resolution #31-9/15, the La Crosse County Board awarded contracts for the construction of the downtown Campus Construction Projects to certain firms in accordance with bids submitted on August 27, 2015; and, **WHEREAS**, resolution #31-9/15 further provided that bids be pursued for the steel material, tile and paving items, including Alternate H-2, as soon as possible; and, **WHEREAS**, La Crosse County advertised for bids for the steel materials, tile and asphalt work, which included individual and combination bids for the steel work and tile work; and, **WHEREAS**, bids were publicly opened on September 24, 2015; and, **WHEREAS**, the lowest responsible bids for the work requested, which do not include alternate HHS repaving work, are listed as follows:

1. Nick's Welding – Steel Material - \$386,500 (Includes combination bid of \$382,500 plus H-1 and A-1 alternate work)
 2. Swanson's Flooring – Tile (HHS) - \$32,300
 3. Midwest Tile Works – Tile (NAC) - \$75,816
 4. Mathy Construction – Asphalt (HHS) - \$14,110
- Total: \$508,726; and,

WHEREAS, the bid summary of all the bids submitted is attached hereto as Exhibit A. **NOW THEREFORE BE IT RESOLVED**, that the La Crosse County Board hereby awards contracts for the steel material, tile and paving work to the above-referenced bidders for the amounts listed in this resolution. **BE IT FURTHER RESOLVED**, that the County Board Chair is authorized to execute any documents to accomplish said work, after approval by Corporation Counsel. **FISCAL NOTE:** The bid amounts are contained within the estimated total

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construction cost for the Downtown Campus Project of \$22,995,447. Funds are budgeted in Org. 1401 Administrative Center, Account 87350 Capital Improvement – Administrative Center.

EXECUTIVE COMMITTEE

Motion by S. Hampson/D. Holtze to approve. Discussion ensued. Facilities Director Jim Speropulos responded to questions from the Board. The motion to approve passed on a unanimous voice vote with 22 ayes, 7 excused – H. Hoffman, L. Berg, V. Burke, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

Administrator Report - Steve O'Malley (continued)

- Overview of the County Administrator's 2016 Budget
 - 2016 Budget Decision Making Process and Overview: Committee review of departments and special Executive meeting on October 29th at 8 AM. Resolutions for changes to fees and personnel positions will happen at the November 3rd Planning Meeting, after action by the Executive Committee. Changes by committees should be to Executive Committee and/or full Board in November. Individual budget amendments by Supervisors should be identified as early as possible.
 - Equalized value is up 3.6% with no change in the tax rate. Levy increase is limited to net new construction of 1.39% plus 1st year in debt payments which are phased in; operating expenditures, excluding major capital projects.
 - 2016 Budget book contents: Levy summary by department and org (yellow), fees and charges (green), line item detail summarized by department, revenue and expense summary, capital improvements 5 year plan, budgeted positions, fund balances applied and totals (blue), excess sales tax, outside agencies, and debt retirement and debt schedule.
 - 2016 Budget requests not included: Many unmet capital needs (highway, radio system, etc), rural transportation (Holland, Bangor, and Rockland), McGilvary "Seven Bridges" renovation, Holmen Area Community Center, City requests (\$219,000 for Library, \$170,000 for Powell Park – inclusive autism playground, and \$375,000 for neighborhood infrastructure – Goosetown Campus Area).
 - 2016 Budget priorities: Service continuation, downtown campus completion on-budget, Lakeview Health Center Campus completion, highways as planned with reduced use of debt, personnel changes (+4.05 FTE and -19.15 FTE), being radio system upgrades "ala carte", Aging department refinement (nutrition sites), enterprise resource planning (scheduling – payroll financials), health insurance changes (2% premium increase, 88/12 premium split and reduced HRA), use of Badger Coulee money including energy products, and neighborhood revitalization (demo grants and other).

SUGGESTIONS FOR FUTURE AGENDA TOPICS

- Supervisor Freedland asked if anyone was interested in the French Island Power Plan tour.
- Supervisor Geary asked for Dave Clements to speak on the WCA impact on the County.

ADJOURN

Motion by R. Ebert to adjourn at 7:20 PM passed on a unanimous voice vote with 22 ayes, 7 excused – S. Hampson, L. Berg, V. Burke, K. Cable, L. Pfaff, P. Scheller and T. Wehrs.

STATE OF WISCONSIN)

COUNTY OF LA CROSSE)

(99-15/16)

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, October 05, 2015 and that it is the whole thereof. IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL THIS DAY 13 OF OCTOBER 2015.