BOARD OF SUPERVISORS

Brown County

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EXECUTIVE COMMITTEE
Tom Lund, Chairman
Patrick Moynihan, Jr., Vice-Chairman
Steve Fewell, Patrick Evans
Bernie Erickson, Patrick Buckley, John Van Dyck

SPECIAL EXECUTIVE COMMITTEE
Wednesday, May 20, 2015
6:30 p.m.
Room 210, City Hall
100 North Jefferson Street

****REVISED****

I. Call meeting to order.

II. Approve/modify agenda.

1. Resolution Authorizing the Issuance and Sale of $[7,565,000] General Obligation Corporate Purpose Bonds, Series 2015A.

1a. Review and approval or rejection of high auction bid on Parcel 6H-1168-4-4 from May 11, 2015 Executive Committee meeting. Bidder 54963 – Richard Nelson, $91,000.

2. Such other matters as authorized by law.

Thomas Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda.

Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

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ADDITION TO SPECIAL EXECUTIVE COMMITTEE

Wednesday, May 20, 2015 at 6:30 p.m., Room 210, City Hall, 100 North Jefferson Street, Green Bay, WI.

1a. Review and approval or rejection of high auction bid on Parcel 6H-1168-4-4 from May 11, 2015 Executive Committee meeting. Bidder 54693 – Richard Nelson, $91,000.

News media notified on 5/19/2015. Board of Supervisors & Executive Committee notified by email 5/19/2015 and by placing on desks on 5/20/2015.

BROWN COUNTY, WISCONSIN

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $[7,565,000] GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2015A

WHEREAS, Brown County, Wisconsin (the "County"), is in need of funds aggregating $[7,565,000] for the public purpose of paying the costs of (i) highway improvements and bridge repairs, including but not limited to CTH EB (CTH EB & Preservation Way); CTH R (CTH KB to US 141/29); CTH EB (CTH G to CTH AAA); CTH P (2,000' South CTH N to STH 54); CTH J (CTH U to CTH F); CTH EA (Willow Rd. to STH 29); CTH ZZ (Clay Street to Tetzlaff Rd.); CTH ZZ (Bridge over East River); CTH M (Bridge over Suamico River); and CTH U (Roundabout at CTH U & CTH DD), (ii) communications upgrades consisting of integrated computer aided dispatch and 9-1-1 phone system and (iii) professional fees and expenses (collectively, the "Public Purpose"); and

WHEREAS, the Director of Administration of the County and the County's financial advisor, Public Financial Management, Inc., have caused fair and appropriate notice to be given of the sale of $[7,565,000] Brown County, Wisconsin, General Obligation Corporate Purpose Bonds, Series 2015A (the "Series 2015A Bonds"), which action is hereby in all respects ratified and confirmed; and

WHEREAS, pursuant to Chapter 67 of the Wisconsin Statutes, as amended, the County is authorized to issue general obligation bonds of the County for the Public Purpose; and

WHEREAS, the County has prepared and distributed a Preliminary Official Statement dated May _____, 2015 (the "Preliminary Official Statement") describing the Series 2015A Bonds and the security therefor; and

WHEREAS, in accordance with the Official Notice of Sale for the Series 2015A Bonds (the "Official Notice of Sale"), a copy of which is attached hereto as Exhibit A, written bids for the sale of the Series 2015A Bonds were received and delivered to the County Board of Supervisors (the "Governing Body") at its meeting on May 20, 2015; and

WHEREAS, sealed bid proposals were received as summarized in Exhibit B attached hereto; and

WHEREAS, the Governing Body has considered all of the bids received and hereby finds and determines that _____ (hereinafter referred to as the "Purchaser"), bidding the price of $_____ ($[7,565,000].00 principal amount of the Series 2015A Bonds, plus premium of $_____, less underwriter's discount of $_____) for the entire issue of Series 2015A Bonds (the "Purchase Price"), to bear interest at the rates shown herein for Series 2015A Bonds maturing on November 1 in the respective years stated herein, was the most advantageous bid in accordance with the Official Notice of Sale, which bid is attached hereto as Exhibit C and incorporated herein by reference; and

WHEREAS, the Governing Body hereby finds that the Purchaser is responsible and that its bid complies with all terms of the Official Notice of Sale; and

WHEREAS, it is now expedient and necessary for the County to issue and sell its General Obligation Corporate Purpose Bonds in the amount of $[7,565,000] for the Public Purpose.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the County as follows:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

"Act" shall mean Chapter 67 of the Wisconsin Statutes, as amended;

"Bond Registrar" shall mean the Fiscal Agent;

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

"County" shall mean Brown County, Wisconsin;

"Dated Date" shall mean June 9, 2015;

"Debt Service Fund Account" shall mean the Debt Service Fund Account of the County, which shall be the "special redemption fund" as such term is defined in the Act;

"Fiscal Agency Agreement" shall mean the agreement between the County and the Fiscal Agent, a copy of which is attached hereto as Exhibit E;

"Fiscal Agent" shall mean Associated Trust Company, National Association, Green Bay Wisconsin;

"Governing Body" shall mean the Board of Supervisors of the County, or such other body as may hereafter be the chief legislative body of the County;

"Public Purpose" shall mean the public purpose described in the preamble to this Resolution;

"Purchase Price" shall mean $_____ ($[7,565,000].00 principal amount of the Series 2015A Bonds, plus premium of $_____, less underwriter's discount of $_____);

"Purchaser" shall mean _____;

"Record Date" shall mean the close of business on the 15th day of the calendar month next preceding any principal or interest payment date;

"Securities Depository" shall mean The Depository Trust Company, New York, New York, or its nominee; and

"Series 2015A Bonds" shall mean the County's $[7,565,000] General Obligation Corporate Purpose Bonds, Series 2015A.

Section 2. Authorization of the Series 2015A Bonds. For the purpose of financing the Public Purpose, there shall be borrowed on the full faith and credit of the County the sum of $[7,565,000]; and fully registered General Obligation Corporate Purpose Bonds of the County are authorized to be issued in evidence thereof.

Section 3. Sale of the Series 2015A Bonds. To evidence such indebtedness, the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, General Obligation Corporate Purpose Bonds in the aggregate principal amount of $[7,565,000] for the Purchase Price.

Section 4. Terms of the Series 2015A Bonds. The Series 2015A Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2015A"; shall be dated the Dated Date; shall be numbered R-1 and upward; shall bear interest as shown on the Maturity Schedule below; shall be issued in denominations of $5,000 or any integral multiple thereof; and shall mature on November 1 in the years and in the amounts as set forth below. Interest on the Series 2015A Bonds shall accrue from the Dated Date on a 30-day month, 360-day year basis, and shall be payable commencing on November 1, 2015 and semi-annually thereafter on May 1 and November 1 of each year.

MATURITY SCHEDULE

Maturity Date (November 1)	Principal Amount	Interest Rate
2016	$470,000	
2017	480,000	
2018	480,000	
2019	490,000	
2020	495,000	
2021	505,000	
2022	510,000	
2023	520,000	
2024	535,000	
2025	270,000	
2026	280,000	
2027	285,000	
2028	295,000	
2029	300,000	
2030	310,000	
2031	320,000	
2032	330,000	
2033	340,000	
2034	350,000	

[MANDATORY REDEMPTION

The Term Bonds are subject to partial mandatory redemption through the operation of a sinking fund on the dates and in the amounts specified below at a price equal to 100% of the principal amount of the Bonds being redeemed, plus accrued interest to the redemption date:

Term Bond 1

Mandatory Sinking Fund Payment Date	Mandatory Sinking Fund Payment Amount
November 1, 20___	$
November 1, 20___	$
November 1, 20___ (maturity)	$

Term Bond 2

Mandatory Sinking Fund Payment Date	Mandatory Sinking Fund Payment Amount
November 1, 20___	$
November 1, 20___	$
November 1, 20___ (maturity)	$]

OPTIONAL REDEMPTION

The Series 2015A Bonds maturing November 1, 2025 and thereafter are subject to call and prior redemption on November 1, 2024 or any date thereafter, in whole or in part, from maturities selected by the County, and by lot within each maturity at par plus accrued interest to the date of redemption.

If the Series 2015A Bonds are in book-entry-only form, and less than all of a particular maturity of the Series 2015A Bonds is to be redeemed, selection of the beneficial owners of the Series 2015A Bonds affected thereby shall be made solely by the Securities Depository and its direct and indirect participants in accordance with their then-prevailing rules. If the Series 2015A Bonds are not in book-entry-only form, and less than all of a particular maturity of the Series 2015A Bonds is to be redeemed, selection shall be by lot.

So long as the Series 2015A Bonds are in book-entry-only form, notice of the redemption of any of the Series 2015A Bonds shall be sent to the Securities Depository, in the manner required by the Securities Depository, not less than 30 and not more than 60 days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Securities Depository, in the manner required by the Securities Depository, not less than 15 days prior to the proposed redemption date. If the Series 2015A Bonds are not in book-entry-only form, (i) a notice of the redemption of any of the Series 2015A Bonds shall be mailed, postage prepaid, not less than 30 and not more than 60 days before the redemption date to the registered owners of any Series 2015A Bonds to be redeemed (provided, however, that failure to give any such notice by mail or any defect therein shall not affect the validity of any proceedings for the redemption of the Series 2015A Bonds if notice thereof has been published at least once not less than 30 and not more than 45 days

prior to the date of redemption in a financial journal or newspaper published or circulated in New York, New York), and (ii) a notice of redemption may be revoked by the mailing of a notice, postage prepaid, not less than 15 days prior to the proposed redemption date to the registered owners of any Series 2015A Bonds which were to have been redeemed (provided, however, that failure to mail any such notice shall not affect the validity of such revocation if notice thereof has been published at least once not less than 15 days prior to the proposed redemption date in a financial journal or newspaper published or circulated in New York, New York).

Interest on any Series 2015A Bond so called for prior redemption shall cease to accrue on the redemption date, provided that payment thereof has been duly made or provided for.

Section 5. Form, Execution, Registration and Payment of the Series 2015A Bonds. The Series 2015A Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Series 2015A Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson (or in his absence the Vice Chairperson) and County Clerk (except that one of the foregoing signatures shall be manual), and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Series 2015A Bonds shall be paid by the Fiscal Agent.

Both the principal of and interest on the Series 2015A Bonds shall be payable in lawful money of the United States of America by the Fiscal Agent. Payment of principal of the final maturity on the Series 2015A Bonds will be payable upon presentation and surrender of the Series 2015A Bonds to the Fiscal Agent. Payment of principal on the Series 2015A Bonds (except the final maturity) and each installment of interest shall be made to the registered owner of each Series 2015A Bond who shall appear on the registration books of the County, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft by the Fiscal Agent and mailed to such registered owner at the address appearing on such registration books or at such other address may be furnished in writing to such registered owner to the Bond Registrar.

Section 6. Construction Fund. The sale proceeds of the Series 2015A Bonds herein provided for (other than any premium and accrued interest paid at the time of delivery which must be paid into the Debt Service Fund Account created below) shall be segregated in a special fund upon receipt and shall be used solely for the purposes for which borrowed or for the payment of the principal of and interest on the Series 2015A Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax sufficient in amount to pay and for the express purpose of paying the interest on the Series 2015A Bonds as it falls due and also to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property in the County, in addition to all other taxes, a nonrepealable, direct, annual tax in an amount sufficient for that purpose. This tax shall be from year to year carried into the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time. Said tax is to be for the following years and in the following minimum amounts:

(a) Levy for the year 2015 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2016;
$_____ for principal due on November 1, 2016; and
$_____ for interest due on November 1, 2016.

(b) Levy for the year 2016 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2017;
$_____ for principal due on November 1, 2017; and
$_____ for interest due on November 1, 2017.

(c) Levy for the year 2017 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2018;
$_____ for principal due on November 1, 2018; and
$_____ for interest due on November 1, 2018.

(d) Levy for the year 2018 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2019;
$_____ for principal due on November 1, 2019; and
$_____ for interest due on November 1, 2019.

(e) Levy for the year 2019 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2020;
$_____ for principal due on November 1, 2020; and
$_____ for interest due on November 1, 2020.

(f) Levy for the year 2020 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2021;
$_____ for principal due on November 1, 2021; and
$_____ for interest due on November 1, 2021.

(g) Levy for the year 2021 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2022;
$_____ for principal due on November 1, 2022; and
$_____ for interest due on November 1, 2022.

(h) Levy for the year 2022 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2023;
$_____ for principal due on November 1, 2023; and
$_____ for interest due on November 1, 2023.

(i) Levy for the year 2023 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2024;
$_____ for principal due on November 1, 2024; and
$_____ for interest due on November 1, 2024.

(j) Levy for the year 2024 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2025;
$_____ for principal due on November 1, 2025; and
$_____ for interest due on November 1, 2025.

(k) Levy for the year 2025 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2026;
$_____ for principal due on November 1, 2026; and
$_____ for interest due on November 1, 2026.

(l) Levy for the year 2026 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2027;
$_____ for principal due on November 1, 2027; and
$_____ for interest due on November 1, 2027.

(m) Levy for the year 2027 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2028;
$_____ for principal due on November 1, 2028; and
$_____ for interest due on November 1, 2028.

(n) Levy for the year 2028 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2029;
$_____ for principal due on November 1, 2029; and
$_____ for interest due on November 1, 2029.

(o) Levy for the year 2029 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2030;
$_____ for principal due on November 1, 2030; and
$_____ for interest due on November 1, 2030.

(p) Levy for the year 2030 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2031;
$_____ for principal due on November 1, 2031; and
$_____ for interest due on November 1, 2031.

(q) Levy for the year 2031 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2032;
$_____ for principal due on November 1, 2032; and
$_____ for interest due on November 1, 2032.

(r) Levy for the year 2032 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2033;
$_____ for principal due on November 1, 2033; and
$_____ for interest due on November 1, 2033.

(s) Levy for the year 2033 in the amount of $_____, being the sum of:

$_____ for interest due on May 1, 2034;
$_____ for principal due on November 1, 2034; and
$_____ for interest due on November 1, 2034.

The County shall be and continue without power to repeal such levies or obstruct the collection of said taxes until all such payments have been made or provided for. After the issuance of the Series 2015A Bonds, said taxes shall be carried into the tax rolls of the County and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls with respect to the Series 2015A Bonds may be reduced by the amount of any surplus money in the Debt Service Fund Account created pursuant to Section 8 hereof.

If there shall be insufficient funds from the tax levy to pay the principal of or interest on the Series 2015A Bonds when due, the said principal or interest shall be paid from other funds of the County on hand, said amounts to be returned when said taxes have been collected.

Debt service funds on hand in the amount of $_____ are hereby appropriated to the Debt Service Fund Account for the Bonds created below. Said sum shall be irrevocably deposited in said Debt Service Fund Account and shall be used solely to pay interest on the Series 2015A Bonds on November 1, 2015.

Section 8. Debt Service Fund Account. Within the debt service fund previously established within the treasury of the County, there be and there hereby is established a separate and distinct fund account designated as the "Debt Service Fund Account for $[7,565,000] General Obligation Corporate Purpose Bonds, Series 2015A" (hereinafter referred to as the "Debt Service Fund Account"), and such fund shall be maintained until the indebtedness evidenced by the Series 2015A Bonds is fully paid or otherwise extinguished. There shall be deposited in such Debt Service Fund (i) all accrued interest received by the County at the time of delivery of and payment for the Series 2015A Bonds; (ii) the taxes herein levied for the specific purpose of meeting principal of and interest on the Series 2015A Bonds when due; (iii) such other sums as may be necessary at any time to pay principal of and interest on the Series 2015A Bonds when due; and (iv) such further deposits as may be required by Section 67.11 of the Wisconsin Statutes, including without limitation the premium for which the Series 2015A Bonds were sold above par value.

No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Series 2015A Bonds until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Series 2015A Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Series 2015A Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Series 2015A Bonds as permitted by and subject to Section 67.11(2)(a) of the Wisconsin Statutes in interest-bearing obligations of the United States of America, in other obligations of the County or in other investments permitted by law, which investments shall continue as a part of the Debt Service Fund Account.

When all of the Series 2015A Bonds have been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Fund Account shall be deposited in the general fund of the County, unless the Governing Body directs otherwise.

Section 9. Deposits and Investments. The Debt Service Fund Account shall be kept apart from moneys in the other funds and accounts of the County and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Series 2015A Bonds as the same becomes due and payable. All moneys therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Sections 66.0603(1m) and 67.10(3) of the Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the County. No such investment shall be in such a manner as would cause the Series 2015A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

The Chairperson (or in his absence the Vice Chairperson) shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Series 2015A Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 10. Sale of Series 2015A Bonds. The terms, conditions and provisions of the Series 2015A Bonds are, in all respects, authorized and approved. The Series 2015A Bonds shall be sold and delivered to the Purchaser in the manner, at the Purchase Price, and pursuant to the terms and conditions set forth in the Official Notice of Sale.

The preparation of the Preliminary Official Statement dated May _____, 2015 and the Official Statement dated May 20, 2015, are hereby approved. The Preliminary Official Statement is "deemed final" as of its date, except for omissions or subsequent modifications permitted under Rule 15c2-12 of the Securities and Exchange Commission. The Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County are authorized and directed to do any and all acts necessary to conclude delivery of the Series 2015A Bonds to the Purchaser, as soon after adoption of this Resolution as is convenient.

Section 11. Book-Entry-Only Bonds. The Series 2015A Bonds shall be transferable as follows:

(a) Each maturity of Series 2015A Bonds will be issued as a single Bond in the name of the Securities Depository, or its nominee, which will act as depository for the Series 2015A Bonds. During the term of the Series 2015A Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the "Participants"). No person for whom a Participant has an interest in Series 2015A Bonds (a "Beneficial Owner") shall receive Bond certificates representing their respective interest in the Series 2015A Bonds except in the event that the Securities Depository or the County shall determine, at its option, to terminate the book-entry system described in this section. Payment of principal of, and interest on, the Series 2015A Bonds will be made by the Fiscal Agent to the Securities Depository which will in turn remit such payment of principal and interest to its Participants which will in turn remit such principal and interest to the Beneficial Owners of the Series 2015A Bonds until and unless the Securities Depository or the County elect to terminate the book entry system, whereupon the County shall deliver Bond certificates to the Beneficial Owners of the Series 2015A Bonds or their nominees. Bond certificates issued under this section may not be transferred or exchanged except as provided in this section.

(b) Upon the reduction of the principal amount of any maturity of Series 2015A Bonds, the registered Series 2015A Bondowner may make a notation of such redemption on the panel of the Series 2015A Bond, stating the amount so redeemed, or may return the Series 2015A Bond to the County for exchange for a new Series 2015A Bond in a proper principal amount. Such notation, if made by the Series 2015A Bondowner, may be made for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Series 2015A Bond outstanding, unless the Bond Registrar initialed the notation on the panel.

(c) Immediately upon delivery of the Series 2015A Bonds to the purchasers thereof on the delivery date, such purchasers shall deposit the Bond certificates representing all of the Series 2015A Bonds with the Securities Depository. The Securities Depository, or its nominee, will be the sole owner of the Series 2015A Bonds, and no investor or other party purchasing, selling or otherwise transferring ownership of any Series 2015A Bonds will receive, hold or deliver any Bond certificates as long as the Securities Depository holds the Series 2015A Bonds immobilized from circulation.

(d) The Series 2015A Bonds may not be transferred or exchanged except:

(1) To any successor of the Securities Depository (or its nominee) or any substitute depository ("Substitute Depository") designated pursuant to (ii) below, provided that any successor of the Securities Depository or any Substitute Depository must be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(2) To a Substitute Depository designated by or acceptable to the County upon (a) the determination by the Securities Depository that the Series 2015A Bonds shall no longer be eligible for depository services or (b) a determination by the County that the Securities Depository is no longer able to carry out its functions, provided that any such

Substitute Depository must be qualified to act as such, as provided in subsection (1) above; or

(3) To those persons to whom transfer is requested in written transfer instructions in the event that:

(i) The Securities Depository shall resign or discontinue its services for the Series 2015A Bonds and, only if the County is unable to locate a qualified successor within two months following the resignation or determination of noneligibility, or

(ii) Upon a determination by the County that the continuation of the book entry system described herein, which precludes the issuance of certificates to any Series 2015A Bondowner other than the Securities Depository (or its nominee) is no longer in the best interest of the Beneficial Owners of the Series 2015A Bonds.

(e) The Depository Trust Company, New York, New York, is hereby appointed the Securities Depository for the Series 2015A Bonds.

Section 12. Compliance with Federal Tax Laws.

(a) The County represents and covenants that the Public Purpose financed by the Series 2015A Bonds and their ownership, management and use will not cause the Series 2015A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, and the County shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Series 2015A Bonds.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Series 2015A Bonds, provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Series 2015A Bonds and the laws of Wisconsin, and to the extent there is a reasonable period of time in which to comply.

Section 13. Rebate Fund. If necessary, the County shall establish and maintain, so long as the Series 2015A Bonds are outstanding, a separate account to be known as the "Rebate Fund" for the purpose of complying with the rebate requirements of Section 148(f) of the Code. The Rebate Fund is for the sole purpose of paying rebate to the United States of America, if any, on amounts of Series 2015A Bond proceeds held by the County. The County hereby covenants and agrees that it shall pay from the Rebate Fund the rebate amounts as determined herein to the United States of America.

The County may engage the services of accountants, attorneys, or other consultants necessary to assist it in determining rebate amounts. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Series 2015A Bonds and may only be used to pay amounts to the United States. The County shall maintain or cause to be maintained records of such determinations until six (6) years after payment in full of the Series 2015A Bonds and shall make such records available upon reasonable request therefor.

The County anticipates that it will qualify for the construction expenditure exemption from the rebate requirements of the Code. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds, shall provide an appropriate certificate of the County as of the Closing, for inclusion in the transcript of proceedings, with respect to said exemption from the rebate requirements, and said County Clerk or other officer is hereby authorized to make any election on behalf of the County in order to comply with the rebate requirements of the Code. If, for any reason, the County did not qualify for any exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

Section 14. Defeasance. When all Series 2015A Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The County may discharge all Series 2015A Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government ("Government Obligations"), or of securities wholly and irrevocably secured as to principal and interest by Government Obligations and rated in the highest rating category of a nationally recognized rating service, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Series 2015A Bond to its maturity or, at the County's option, if said Series 2015A Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Series 2015A Bond at maturity, or at the County's option, if said Series 2015A Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Series 2015A Bonds on such date has been duly given or provided for.

Section 15. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County and the owner or owners of the Series 2015A Bonds, and after issuance of any of the Series 2015A Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 19 hereof, until all of the Series 2015A Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Series 2015A Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the County, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the County, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 16. General Authorizations. The Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer and Director of Administration or Finance Director of the County and the appropriate deputies and officials of the County in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the County under the Series 2015A Bonds. The execution or written approval of any document by the Chairperson (or in his absence the Vice Chairperson), County Clerk, Treasurer, Director of Administration or Finance Director of the County herein authorized shall be conclusive evidence of the approval by the County of such document in accordance with the terms hereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Series 2015A Bonds), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the County.

Any actions taken by the Chairperson, Vice Chairperson, County Clerk, Treasurer, Director of Administration or Finance Director of the County consistent with this Resolution are hereby ratified and confirmed.

Section 17. Employment of Counsel. The County hereby employs the law firm of Whyte Hirschboeck Dudek S.C., Milwaukee, Wisconsin, pursuant to Section 67.10(7) of the Wisconsin Statutes, and directs the County Clerk of the County to certify to such law firm a copy of all proceedings preliminary to the issuance of the Series 2015A Bonds.

Section 18. Bank Qualified. The Series 2015A Bonds are designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Section 19. Amendment to Resolution. After the issuance of any of the Series 2015A Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Series 2015A Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the County may, from to time, amend this Resolution without the consent of any of the owners of the Series 2015A Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Series 2015A Bonds then outstanding; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the County or the maturity of any Series 2015A Bond issued hereunder, or a reduction in the rate of interest on any Series 2015A Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Series 2015A Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Series 2015A Bond to which the change is applicable.

Section 20. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Series 2015A Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Series 2015A Bonds.

Section 21. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 22. Municipal Bond Insurance. If the purchaser of the Series 2015A Bonds obtains municipal bond insurance with respect to the Series 2015A Bonds, the Chairperson (or in his absence the Vice Chairperson) and County Clerk are authorized to agree to such additional

provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson (or in his absence the Vice Chairperson) and County Clerk, including provisions regarding restrictions on investment of bond proceeds, the rights of the bond insurer in the event of default and payment of the Series 2015A Bonds by the bond insurer and notices to be given and information to be provided to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Series 2015A Bond provided herein.

Section 23. Section 893.77 Notice. Notice of sale of the Bonds, in the form attached hereto as Exhibit F, shall be published in the official newspaper of the County as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

Section 24. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Section 25. Waiver of Right of Reconsideration. The Supervisors adopting this Resolution hereby waive their right to reconsider this Resolution as provided in Brown County Code section 2.14(17).

Adopted: May 20, 2015.

Approved by:

_____

Troy Streckenbach
Brown County Executive

Date Signed: _____

EXHIBIT A

OFFICIAL NOTICE OF SALE

[See Appendix D of Preliminary Official Statement]

EXHIBIT B

SUMMARY OF BIDS

[See Attached]

EXHIBIT C

BID FORM

[See Attached]

EXHIBIT D

FORM OF SERIES 2015A BOND

REGISTERED	UNITED STATES OF AMERICA	REGISTERED
NO. R-____	STATE OF WISCONSIN	$_____

BROWN COUNTY, WISCONSIN,
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2015A

Interest Rate	Maturity Date	Dated Date	Principal Amount	CUSIP
_____%	November 1, ____	June 9, 2015	$_____	_____

FOR VALUE RECEIVED, Brown County, Wisconsin, promises to pay to Cede & Co., or registered assigns, the principal amount specified above on the maturity date specified above, together with interest thereon from the Dated Date or the most recent payment date to which interest has been paid, unless the date of registration of this Series 2015A Bond is after the 15th day of the calendar month immediately preceding an interest payment date, in which case interest will be paid from such interest payment date, at the rate per annum specified above, such interest being payable commencing on November 1, 2015 and semi-annually thereafter on May 1 and November 1 of each year.

The Series 2015A Bonds maturing November 1, 2025 and thereafter are subject to call and prior redemption on November 1, 2024 or any date thereafter, in whole or in part, from maturities selected by the County, and by lot within each maturity at par plus accrued interest to the date of redemption.

[The term Bonds maturing in the years 20_____ and 20_____ are also subject to partial mandatory redemption by lot as provided in the Resolution authorizing the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

Both principal hereof and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America by Associated Trust Company, National Association, Green Bay, Wisconsin, the fiscal agent appointed by the County pursuant to the provisions of Section 67.10(2), Wisconsin Statutes, to act as bond registrar and paying agent (the "Bond Registrar" and the "Fiscal Agent"). For the prompt payment of this Series 2015A Bond with interest thereon as aforesaid, and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged. The principal of this Series 2015A Bond shall be payable only upon presentation and surrender of this Series 2015A Bond to the Fiscal Agent at the principal office of the Fiscal Agent. Interest hereon shall be payable by check or draft

dated as of the applicable interest payment date and mailed from the office of the Bond Registrar to the person in whose name this Series 2015A Bond is registered at the close of business on the 15th day of the calendar month next preceding each interest payment date.

This Series 2015A Bond is transferable only upon the books of the County kept for that purpose by the at the office of the Bond Registrar, by the registered owner in person or his duly authorized attorney, upon surrender of this Series 2015A Bond together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new Series 2015A Bond of the same aggregate principal amount, series and maturity shall be issued to the transferee in exchange therefor. The County may deem and treat the person in whose name this Series 2015A Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. The Series 2015A Bonds are issuable solely as negotiable, fully registered Series 2015A Bonds without coupons in authorized denominations of $5,000 or any whole multiple thereof.

This Series 2015A Bond is one of an issue aggregating $[7,565,000] for the public purpose of paying the costs of (i) highway improvements and bridge repairs, including but not limited to CTH EB (CTH EB & Preservation Way); CTH R (CTH KB to US 141/29); CTH EB (CTH G to CTH AAA); CTH P (2,000' South CTH N to STH 54); CTH J (CTH U to CTH F); CTH EA (Willow Rd. to STH 29); CTH ZZ (Clay Street to Tetzlaff Rd.); CTH ZZ (Bridge over East River); CTH M (Bridge over Suamico River); and CTH U (Roundabout at CTH U & CTH DD), (ii) communications upgrades consisting of integrated computer aided dispatch and 9-1-1 phone system and (iii) paying professional fees and expenses.

This Series 2015A Bond is authorized by a resolution of the County Board of Supervisors of the County, duly adopted by said County Board of Supervisors at its meeting duly convened on May 20, 2015, which resolution is recorded in the official book of its minutes for said date.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Series 2015A Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Series 2015A Bond and others authorized simultaneously herewith, does not exceed any limitations imposed by law or the Constitution of the State of Wisconsin; and that the County has levied a direct, annual irrepealable tax sufficient to pay this Series 2015A Bond, together with interest thereon when and as payable.

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

IN WITNESS WHEREOF, the County Board of Supervisors of Brown County, Wisconsin, has caused this Series 2015A Bond to be signed on behalf of said County by its duly qualified and acting Chairperson and County Clerk, and its official or corporate seal to be impressed hereon, all as of the date of original issue specified above.

BROWN COUNTY, WISCONSIN

[SEAL]

By: _____
Patrick Moynihan, Jr., Chairperson

Attest: _____
Sandra L. Juno, County Clerk

[FORM OF ASSIGNMENT]

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

_____

(Please print or typewrite name and address,
including zip code, of Assignee)

_____

(Please print or typewrite Social Security or
other identifying number of Assignee)

the within Series 2015A Bond and all rights thereunder, hereby irrevocably constituting and appointing

_____

(Please print or typewrite name of Attorney)

attorney to transfer said Series 2015A Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2015A Bond in every particular without alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

_____

EXHIBIT E

FISCAL AGENCY AGREEMENT

$[7,565,000]
Brown County, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2015A

FISCAL AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of June, 2015, by and between Brown County, Wisconsin (the "County"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Agent").

WITNESSETH:

WHEREAS, the County has authorized the borrowing of the sum of [SEVEN MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS] ($[7,565,000]) pursuant to Section 67.05, Wisconsin Statutes, and resolutions adopted by the County Board on April 15, 2015 and May 20, 2015 and has authorized the issuance and sale of $[7,565,000] principal amount of General Obligation Corporate Purpose Bonds to evidence such indebtedness (the "Obligations"). The Obligations shall be designated "General Obligation Corporate Purpose Bonds, Series 2015A"; shall be dated June 9, 2015; shall bear interest at the rates set forth below; and shall mature on November 1 of each year, in the years and principal amounts as follows:

MATURITY SCHEDULE

MATURITY SCHEDULE

Maturity Date (November 1)	Principal Amount	Interest Rate
2016	$470,000	
2017	480,000	
2018	480,000	
2019	490,000	
2020	495,000	
2021	505,000	
2022	510,000	
2023	520,000	
2024	535,000	
2025	270,000	
2026	280,000	
2027	285,000	
2028	295,000	
2029	300,000	
2030	310,000	
2031	320,000	
2032	330,000	
2033	340,000	
2034	350,000	

[MANDATORY REDEMPTION

The Term Bonds are subject to partial mandatory redemption through the operation of a sinking fund on the dates and in the amounts specified below at a price equal to 100% of the principal amount of the Bonds being redeemed, plus accrued interest to the redemption date:

Term Bond 1

Mandatory Sinking Fund Payment Date	Mandatory Sinking Fund Payment Amount
November 1, 20___	$
November 1, 20___	$
November 1, 20___ (maturity)	$

Term Bond 2

Mandatory Sinking Fund Payment Date	Mandatory Sinking Fund Payment Amount
November 1, 20___	$
November 1, 20___	$
November 1, 20___ (maturity)	$]

Interest shall be payable commencing on November 1, 2015 and semi-annually thereafter on May 1 and November 1 of each year until the principal of the Obligations is paid in full or discharged;

WHEREAS, the County is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and any applicable income tax regulations; and,

WHEREAS, pursuant to the aforesaid resolution or resolutions and Section 67.10(2), Wisconsin Statutes, the County Board of the County has authorized the appointment of the Agent as Fiscal Agent of the County for the purpose of performing any or all of the following functions with respect to the Obligations: paying the principal of and interest on the Obligations; accounting for such payments; registering, authenticating, transferring, and canceling the Obligations; and maintaining a registration book in addition to other applicable responsibilities all in accordance with the provisions of Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the County and the Agent do hereby agree as follows:

APPOINTMENT

The Agent is hereby appointed Fiscal Agent of the County with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2)(a), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the County.

INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

PAYMENTS

At least one (1) business day before each semi-annual interest payment date (commencing with the first interest payment date and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the County agrees to and shall pay to the Fiscal Agent, in immediately available funds, a sum equal to the amount payable as principal of and the premium, if any, and interest on the Obligations on such semi-annual interest payment date. Said semi-annual interest and/or principal payment dates and amounts are set forth in Exhibit A which is attached hereto and incorporated herein by this reference.

CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the County a certificate regarding such cancellation, setting forth an accurate description of the Obligation, specifying its number, date, purpose, amount, rate of interest, and payment date and stating the date and amount of each payment of principal or interest thereon. The Fiscal Agent shall also cancel and destroy Obligations presented for transfer or exchange and deliver a certificate with respect to such transfer or exchange to the County. The Fiscal Agent shall be permitted to microfilm, or otherwise photocopy and record said canceled Obligations.

REGISTRATION BOOK

Fiscal Agent shall maintain in the name of the County a Registration Book containing the names and addresses of all registered owners of the Obligations. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

INTEREST PAYMENT

Payment of each installment of interest shall be made to the registered owner who shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

PAYMENT OF PRINCIPAL

Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

REDEMPTION NOTICE

In the event the County exercises its option to redeem the Obligations prior to maturity, as long as the Obligations are in book-entry-only form, the County shall direct the Fiscal Agent to give

official notice of the redemption by mailing a notice by registered or certified mail, or overnight express delivery, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all the Obligations of a maturity are to be called for redemption, the Obligations of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Obligations called for redemption, CUSIP numbers, and the date of redemption. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Depository receives the notice. The Obligations shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Obligations shall no longer be deemed to be outstanding.

UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only system is to be utilized for the Obligations. The Fiscal Agent agrees to comply with the provisions of the Blanket Issuer Letter of Representation which has been executed and delivered to The Depository Trust Company by the County.

TRANSFER AND EXCHANGE OF OBLIGATIONS

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized legal representative. Upon such transfer, a new registered Obligation of authorized denomination or denominations in the same aggregate principal amount shall be issued to the transferee in exchange thereof, and the name of such transferee shall be entered as the new registered owner in the Registration Book. Upon request of the registered owner, the Fiscal Agent shall exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole integral multiples of $5,000.

The Obligations shall be numbered 1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

STATEMENTS

The Fiscal Agent shall furnish the County with an accounting of payments received and made and funds on hand annually.

FEES

The County agrees to pay the Fiscal Agent fees in accordance with the fee schedule provided by the Fiscal Agent which is attached hereto as Exhibit B and incorporated herein by this reference until the final principal payment (or redemption date in the event the County exercises its option, if any, to redeem the Obligations). Such fees are payable on the dates principal is due or pursuant to statements provided to the County by the Fiscal Agent. In the event the County exercises its option, if any, to redeem the Obligations, the Fiscal Agent shall be reimbursed for mailing costs related therewith.

MISCELLANEOUS

1. Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within six years of its date, then the monies representing such nonpayment shall be returned to the County or to such board, officer or body as may then be entitled by law to receive the same, together with the name of the registered owner of the Obligation and the last mailing address of record. Thereafter, the Fiscal Agent shall not be responsible for the payment of such check or draft.

2. Resignations; Successor Fiscal Agent. Fiscal Agent may at any time resign by giving not less than sixty days written notice to County. Upon receiving such notice of resignation, the County shall promptly appoint a successor Fiscal Agent by an instrument in writing executed by order of its governing body. If no successor Fiscal Agent shall have been so appointed and have accepted appointment within sixty days after such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent.

Any successor fiscal agent shall be qualified to act pursuant to Section 67.10(2), Wisconsin Statutes, as amended.

Any successor fiscal agent shall execute, acknowledge and deliver to the County and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of County, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the County.

3. Termination. This Agreement shall terminate six years after the last principal payment on the Obligations is due whether by maturity or earlier redemption or the final discharge of the County's responsibilities for payment of the Obligations, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall be turned over to the County after deduction of any unpaid fees and disbursements of Fiscal Agent. Termination of this Agreement shall not, of itself, have any effect on County's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

4. Execution. This Agreement shall be executed on behalf of the County and the Agent by their duly authorized officers. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

BROWN COUNTY, WISCONSIN

[SEAL]

By:_____
Patrick Moynihan, Jr., Chairperson

By:_____
Sandra L. Juno, County Clerk

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION

By:_____
Name:_____
Title:_____

EXHIBIT A

DEBT SERVICE SCHEDULE

$[7,565,000]
Brown County, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2015A

EXHIBIT B

FISCAL AGENT FEE SCHEDULE

ACCEPTANCE FEE: **$325**

ANNUAL FEE: **$363**

OUT-OF-POCKET EXPENSES

The above fees do not include out-of-pocket expenses. All out-of-pocket expenses, including postage, supplies, telephone, publication costs, legal fees, wire charges, travel, shredding, and any other miscellaneous items, will be billed in addition to the charges listed in this schedule.

In the event that changes in laws or practices considerably expand our current duties and responsibilities, or if conditions of the economy so warrant, reasonable adjustments may be incorporated into this schedule of fees.

EXHIBIT F

SECTION 893.77 NOTICE

On May 20, 2015, a resolution was offered, adopted and approved by the County Board of Supervisors of Brown County, Wisconsin (the "County"), whereby the County authorized and directed the sale and issuance of its $[7,565,000] General Obligation Corporate Purpose Bonds, Series 2015A.

The closing for the above-referenced bonds will be held on or about June 9, 2015. Copies of all proceedings had to date with respect to the authorization and sale of said bonds are on file and may be examined in the offices of the County at 305 East Walnut Street, Green Bay, WI 54305.

This Notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such municipal financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this Notice.

Dated: May 20, 2015.

Sandra L. Juno
County Clerk

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
STAUSH	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
KAYE	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
KATERS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____