

## AGENDA

Eau Claire County Board of Supervisors  
**Tuesday, August 16, 2016 / 7 pm**

Location:  
Courthouse, County Boardroom (Room 1277)  
721 Oxford Ave. Eau Claire, WI

### Eau Claire County Mission Statement:

"To provide quality, innovative and cost-effective services that safeguard and enhance the well-being of residents and resources"

- (1) Indicates 1<sup>st</sup> Reading
- (2) Indicates 2<sup>nd</sup> Reading

1. Call to Order
2. Honoring of the Flag and Moment of Reflection (Supervisor Gary Gibson)
3. Call of the Roll
4. Approval of the Journal of Proceedings (July 19, 2016) (pg. 3-8)

### 5. PUBLIC COMMENT

### 6. REPORTS TO THE COUNTY BOARD UNDER 2.04.320

#### Oral Reports (Department Annual Reports)

- Register of Deeds / by: Cappy Christenson
- Facilities / by: Matt Theisen

#### Presentation by Sean Lentz, Ehlers & Associates, Inc.

- Regarding the Sale of \$12,795,000 General Obligation Promissory Notes, Series 2016A ) (see File No. 16-17/039)
- Regarding the Issuance & Sale of \$14,540,000 General Obligation Refunding Bonds (see File No.16-17/040)

#### Written Reports

- 2016 Contingency Fund Report (pg. 9)
- Alternate Care Report (pg. 10)

### 7. PRESENTATION OF PETITIONS, CLAIMS AND COMMUNICATIONS

8. FIRST READING OF ORDINANCES BY COMMITTEES

9. FIRST READING OF ORDINANCES AND RESOLUTIONS BY MEMBERS

10. REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER 2.04.160 AND SECOND READING OF ORDINANCES

Committee on Human Resources

File No.

16-17/038 (1)

Authorizing Title Change of One AODA Case Manager to Social Worker (pg. 11-12)

Committee on Judiciary & Law Enforcement

File No.

16-17/018 (2)

To Create Chapter 9.96 of the Code: Pawnbrokers (from July 19, 2016 county board agenda) (pg. 13- 23)

Committee on Finance & Budget

File No.

16-17/020 (2)

To Repeal Section 4.19.030 C. & D. of the Code; Interest and Penalties on Delinquent Taxes (from July 19, 2016 county board agenda) (pg. 24-25)

16-17/031 (1)

Disallowing the Claim of Jesse Anderson Filed On June 29, 2016, Against Eau Claire County ; Directing the County Clerk to Notify the Claimant of Said Disallowance (pg. 26-27)

16-17/039 (1)

Resolution Awarding the Sale of \$12,795,000 General Obligation Promissory Notes, Series 2016A (**Committee on Finance & Budget to meet prior to the County Board meeting to review Resolution**) (pg.28-48)

16-17/040 (1)

Resolution Authorizing the Issuance and Sale of \$14,540,000 General Obligation Refunding Bonds, Series 2016B (**Committee on Finance & Budget to meet prior to the County Board meeting to review Resolution**) (pg. 49-86)

11. APPOINTMENTS

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through sign language, interpreters or other auxiliary aids. For additional information or to request the service, contact the County ADA Coordinator at 839-4710, (FAX) 839-1669 or 839-4735, tty: use Relay (711) or by writing to the ADA Coordinator, Human Resources, Eau Claire County Courthouse, 721 Oxford Avenue, Eau Claire, WI 54703.

**OFFICIAL PROCEEDINGS OF THE COUNTY BOARD  
OF SUPERVISORS**

**July 19, 2016**

The County Board of Supervisors of the County of Eau Claire convened at the Courthouse in the City of Eau Claire on Tuesday, July 19, 2016, and was called to order by Chair Gregg Moore at 7:00 p.m.

The Board honored the flag with the pledge of allegiance.

Moment of reflection was presented by Supervisor Tami Schraufnagel.

Roll Call: 29 present: Gary G. Gibson, Sandra McKinney, Douglas Kranig, Stella Pagonis, Carl Anton, Katy Forsythe, Steve Chilson, Kevin Stelljes, Gordon C. Steinhauer, Mike Conlin, Ray L. Henning, Colleen A. Bates, Kathleen Clark, Judy Gatlin, Nick Smiar, David P. Mortimer, Gregg Moore, James A. Dunning, Gerald L. Wilkie, Bruce Willett, Mark Beckfield, Sue Miller, Robin J. Leary, Heather DeLuka, Mark Olson, Tami Schraufnagel, Brandon Buchanan, Stephannie Regenauer, Patrick L. LaVelle  
0 absent

**JOURNAL OF PROCEEDINGS (June 21, 2016)**

On a motion by Supervisor Leary, seconded by Supervisor Smiar, the Journal of Proceedings was approved.

**PUBLIC COMMENT**

The following persons spoke regarding the Living Wage:  
John DeRosier, David Huber, Katherine Standish Schneider, Audrey Nelson, Jeff Smith, Jason Endres, Anna Cardarella, Scott Rogers, Ruth Adix, John Bradley, Mel Breed, Kate Beaton

A written statement from the Greater West Central Area Labor Council, AFL-CIO, regarding the Living Wage, was presented to the Board.

**REPORTS TO THE COUNTY BOARD UNDER 2.04.320**

Information Systems Director Dave Hayden presented an oral annual report.  
Aging & Disability Resource Center Director Jennifer Owen presented an oral annual report.

County Administrator Kathryn Schauf presented an update on the 2017 county budget.

The following written reports were presented to the Board:

- 2016 Contingency Fund Report
- Alternate Care Report January-May 2016
- Adult Mental Health & Children's Institution Expenses & Revenues January-May 2016
- 2<sup>nd</sup> Quarter Comp Time/OT Report
- Jail Population Report June 2016

**FIRST READING OF ORDINANCES BY COMMITTEES**

**Ordinance 16-17/018 TO CREATE CHAPTER 9.96 OF THE CODE: PAWNBROKERS**  
Action on said ordinance was postponed until the next meeting of the County Board.

**Ordinance 16-17/020 TO REPEAL SECTION 4.19.030 C. & D. OF THE CODE; INTEREST AND PENALTIES ON DELINQUENT TAXES**  
Action on said ordinance was postponed until the next meeting of the County Board.

**REPORTS OF STANDING COMMITTEES, COMMITTEES, COMMISSIONS AND BOARDS UNDER  
2.04.160 AND SECOND READING OF ORDINANCES**

**Offered by Supervisors Smiar, Bates, Miller, Wilkie, Willett, Schraufnagel, and Dunning**

**Ordinance 16-17/006 TO CREATE CHAPTER 2.95 OF THE CODE: LIVING WAGE**

Chair Gregg Moore defined the process for how amendments to the ordinance would be handled.

Motion by Supervisor Smiar, seconded by Supervisor Wilkie for enactment.

On a motion by Supervisor Smiar, seconded by Supervisor Miller, Amendment No. 1 was presented as follows:

1. On Page 2, Line 6, Insert "f. Child alternate care contracts."
2. On Page 2, Line 6, Insert "g. Child contracts that are administered through the State TPA (Third Party Administrator)."
3. On Page 2, Lines 45-49, Strike
  1. 110%, as of January 1, 2017
  2. 115%, as of January 1, 2018
  3. 120%, as of January 1, 2019
  4. 125%, as of January 1, 2020
  5. 130%, as of January 1, 2021",

Insert

1. 100%, as of January 1, 2017
2. 103.75%, as of January 1, 2018
3. 107.5%, as of January 1, 2019
4. 111.25%, as of January 1, 2020
5. 115%, as of January 1, 2021."

On a motion by Supervisor Beckfield, seconded by Supervisor Conlin, to amend Amendment No. 1, which was presented as Amendment No. 6, as follows:

1. On Page 2, Strike Lines 42-49, Insert "Living wage means a minimum hourly wage rate equal to 100% of the poverty income level set forth annually by the U.S. Department of Health and Human Services for a family of four (4), divided by 2,080 hours."

On a roll call vote, the amendment to Amendment No. 1 was defeated as follows:

7 ayes: Supervisors Pagonis, Steinhauer, Conlin, Mortimer, Moore, Beckfield, Olson

21 noes: Supervisors Gibson, McKinney, Kranig, Anton, Forsythe, Chilson, Henning, Bates, Clark, Gatlin, Smiar, Dunning, Wilkie, Willett, Miller, Leary, DeLuka, Schraufnagel, Buchanan, Regenauer, LaVelle

1 absent: Supervisor Stelljes

On a motion by Supervisor Beckfield, seconded by Supervisor Chilson to amend Amendment No. 1, which was presented as Amendment No. 8 as follows:

On Page 2, Line 44, Strike "four (4)", Insert "three (3)."

On a roll call vote, the amendment to Amendment No. 1 was defeated as follows:

7 ayes: Supervisors Gibson, Pagonis, Steinhauer, Conlin, Mortimer, Moore, Beckfield

21 noes: Supervisors McKinney, Kranig, Anton, Forsythe, Chilson, Henning, Bates, Clark, Gatlin, Smiar, Dunning, Wilkie, Willett, Miller, Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, Lavelle

1 Absent: Supervisor Stelljes

On a roll call vote, Amendment No. 1 as presented was adopted as follows:

25 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Miller, Leary, DeLuka, Schraufnagel, Buchanan, Regenauer, Lavelle

3 noes: Supervisors Chilson, Beckfield, Olson

1 absent: Supervisor Stelljes

On a motion by Supervisor Dunning, seconded by Supervisor Gatlin, Amendment No. 2 was presented as follows:

1. On Page 1, Lines 24 and 26, after "recipients of" Insert "economic development".
2. On Page 2, Line 16, after "contributions from", Insert "the".
3. On Page 3, Line 10, after "recipient of" Insert "economic development".
4. On Page 4, Lines 2, 27, and 30 after "recipients of" or "recipient of", Insert "economic development".
5. On Page 5, Line 3, Strike "[through a vote carrying two thirds of all seats on the county board]".

On a roll call vote, Amendment No. 2 was adopted as follows:

26 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Miller Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, Lavelle

2 noes: Supervisors Chilson, Beckfield

1 absent: Supervisor Stelljes

On a motion by Supervisor Smiar, seconded by Supervisor Bates, to adopt the third amendment, which was presented as Amendment No. 7, as follows:

On Page 3, Line 16, Insert "I. Professional services shall typically include services customarily rendered by architects, engineers, surveyors, real estate appraisers, certified public accountants, attorneys, financial personnel, medical services, system planning, management, and other consultants."

On a roll call vote, the third amendment was adopted as follows:

28 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Beckfield, Miller Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, Lavelle

0 noes

1 absent: Supervisor Stelljes

On a motion by Supervisor Beckfield, seconded by Supervisor Mortimer, to adopt the fourth amendment, which was presented as Amendment No. 5, as follows:

1. On Page 2, Line 6, Insert "h. Contracts with the department of human services."

On a roll call vote, the fourth amendment was defeated as follows:

3 ayes: Supervisors Pagonis, Mortimer, Beckfield

26 noes: Supervisors Gibson, McKinney, Kranig, Anton, Forsythe, Chilson, Stelljes, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Moore, Dunning, Wilkie, Willett, Miller, Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, LaVelle

Supervisor Miller called the question; Chair Moore allowed continued debate.

There being no objections, Human Services Director Diane Cable was allowed to address the board.

Motion by Supervisor Mortimer, seconded by Supervisor Pagonis to postpone action on said ordinance until the County Board of Supervisors meeting on September 20, 2016.

There being no objections, Human Services Director Diane Cable was again allowed to address the board.

On a roll call vote, motion to postpone was defeated as follows:

14 ayes: Supervisors Gibson, Kranig, Pagonis, Anton, Chilson, Stelljes, Steinhauer, Conlin, Clark, Mortimer, Dunning, Beckfield, Olson, Regenauer

15 noes: Supervisors McKinney, Forsythe, Henning, Bates, Gatlin, Smiar, Moore, Wilkie, Willett, Miller, Leary, DeLuka, Schraufnagel, Buchanan, LaVelle

0 absent

Supervisor LaVelle called the question; Chair Moore allowed continued debate.

Supervisor LaVelle called the question with six seconders.

On a roll call vote, debate was closed as follows:

24 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Forsythe, Chilson, Steinhauer, Henning, Bates, Clark, Gatlin, Smiar, Moore, Dunning, Wilkie, Willett, Beckfield, Miller, Leary, DeLuka, Olson, Schraufnagel, Regenauer, LaVelle

5 noes: Supervisors Anton, Stelljes, Conlin, Mortimer, Buchanan

0 absent

The Board recessed for 12 minutes.

On a roll call vote, the ordinance as amended three times, was enacted as follows:

18 ayes: Supervisors McKinney, Forsythe, Stelljes, Henning, Bates, Gatlin, Smiar, Moore, Dunning, Wilkie, Willett, Miller, Leary, DeLuka, Schraufnagel, Buchanan, Regenauer, LaVelle

11 noes: Gibson, Kranig, Pagonis, Anton, Chilson, Steinhauer, Conlin, Clark, Mortimer, Beckfield, Olson

0 absent

#### Committee on Finance and Budget

**Resolution 16-17/030** INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$13,000,000; AND PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION PROMISSORY NOTES THEREFOR

Motion by Supervisor Leary, seconded by Supervisor Dunning for adoption.

On a roll call vote, the resolution was adopted as follows:

27 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Chilson, Stelljes, Steinhauer, Conlin, Henning, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Beckfield, Miller, Leary, DeLuka, Olson, Buchanan, Regenauer, LaVelle

0 noes:

2 absent: Supervisors Bates, Schraufnagel

**Resolution 16-17/033** RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B

Motion by Supervisor Pagonis, seconded by Supervisor Conlin for adoption.

On a roll call vote, the resolution was adopted as follows:

28 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Chilson, Stelljes, Steinhauer, Conlin, Henning, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Beckfield, Miller, Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, LaVelle

0 noes

1 absent: Supervisor Bates

#### Committee on Administration

**Ordinance 16-17/014** TO AMEND SECTION 1.50.030 B. OF THE CODE: ISSUANCE OF CITATIONS; TO AMEND SECTION 12.01.010 D. OF THE CODE: BUILDING REQUIREMENTS—GENERAL; TO AMEND SECTION 12.01.040 C. 1. & 3. OF THE CODE: INSURANCE COVERAGE; TO AMEND SECTION 12.01.070 OF THE CODE: ENFORCEMENT; TO AMEND SECTION 12.02.060 OF THE CODE: AIRCRAFT BROKERAGE; TO AMEND SECTION 12.05.001 OF THE CODE: PURPOSE; TO AMEND SECTION 12.10.020 OF THE CODE: CLUB MEMBERSHIP; TO AMEND SECTION 12.11.020 OF THE CODE TERMS OF LEASES; TO AMEND SECTION 12.11.030 A. & C. OF THE CODE: EXTENSION OF LEASE TERMS; TO AMEND SECTION 12.11.040 OF THE CODE: LEASE TRANSFERS, SUBLEASES; TO AMEND SECTION 12.11.050 OF THE CODE: LEASE RATES; TO AMEND SECTION 12.11.060 A., C., E., F. & G. OF THE CODE: LEASE REQUESTS; TO AMEND SECTION 12.11.070 C. & D. OF THE CODE: LEASED PREMISES LOCATIONS AND UTILITIES; TO AMEND SECTION 12.11.090 OF THE CODE: ADVERTISING SIGNS ON PREMISES; TO AMEND SECTION 12.11.100 OF THE CODE: LEASE TERMINATION; TO AMEND SECTION 12.11.110 A. OF THE CODE: MANDATORY LEASE CLAUSES; TO AMEND SECTION 12.23.010 B. OF THE CODE: LEASE MANAGEMENT; TO AMEND SECTION 12.25.005 A. & B. OF THE CODE: DEFINITIONS; TO AMEND SECTION 12.25.020 OF THE CODE: DESIGNATION OF PARKING AREAS; TO AMEND SECTION 12.25.070 OF THE CODE: PARKING AREA MAPS; TO AMEND SECTION 12.25.090 OF THE CODE: POLICING AND ENFORCEMENT; TO AMEND SECTION 12.25.100 A., B. & C. OF THE CODE: REMOVAL OF ILLEGALLY PARKED VEHICLES; TO AMEND SECTION 12.26.005 A. & B. OF THE CODE:

DEFINITIONS; TO AMEND SECTION 12.26.020 OF THE CODE: PEDESTRIAN TRAFFIC ON AIRPORT; TO AMEND SECTION 12.26.030 OF THE CODE: POLICING AND ENFORCEMENT; TO AMEND SECTION 12.30.020 OF THE CODE: COLLECTION OF FUEL FLOWAGE FEE; TO AMEND SECTION 18.60.040 J. OF THE CODE: DEFINITIONS

Motion by Supervisor Willett, seconded by Supervisor Henning, for enactment.

On a roll call vote, the ordinance was unanimously enacted.

**Resolution 16-17/032 REAFFIRMING AND ADOPTING THE UPDATED 2016-2018 STRATEGIC PLAN FOR EAU CLAIRE COUNTY**

Motion by Supervisor Willett, seconded by Supervisor Miller, for adoption.

On a roll call vote, the resolution was adopted as follows:

28 ayes: Supervisors Gibson, McKinney, Pagonis, Anton, Forsythe, Chilson, Stelljes, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Beckfield, Miller, Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, LaVelle

1 no: Supervisor Kranig

**Committee on Human Resources**

**Resolution 16-17/028 AUTHORIZING DELETION OF ONE (.73 FTE) HUMAN RESOURCES ASSISTANT POSITION AND CREATION OF ONE (.73 FTE) ADMINISTRATIVE ASSOCIATE IV POSITION**

Motion by Supervisor McKinney, seconded by Supervisor Gatlin, for adoption.

On a roll call vote, the resolution was unanimously enacted.

**Committee on Planning and Development**

**Ordinance 16-17/011 TO AMEND SECTION 18.27.020 D. AND F. OF THE CODE: GENERAL REGULATIONS**

Motion by Supervisor Henning, seconded by Supervisor Willett, for enactment.

On a roll call vote, the ordinance was enacted as follows:

27 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Stelljes, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Beckfield, Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, LaVelle

1 no: Supervisor Chilson

1 absent: Supervisor Miller

**Ordinance 16-17/022 AMENDING THE 1982 OFFICIAL ZONING DISTRICT BOUNDARY MAP FOR THE TOWN OF PLEASANT VALLEY**

Motion by Supervisor LaVelle, seconded by Supervisor Willett, for enactment.

On a roll call vote, the ordinance was enacted as follows:

28 ayes: Supervisors Gibson, McKinney, Kranig, Pagonis, Anton, Forsythe, Chilson, Steinhauer, Conlin, Henning, Bates, Clark, Gatlin, Smiar, Mortimer, Moore, Dunning, Wilkie, Willett, Beckfield, Miller, Leary, DeLuka, Olson, Schraufnagel, Buchanan, Regenauer, LaVelle

1 no: Supervisor Stelljes

**Resolution 16-17/029 ORDERING ATTACHMENT TO THE LAKE ALTOONA DISTRICT**

Motion by Supervisor Leary, seconded by Supervisor Dunning for adoption.

On a motion by Supervisor Conlin, seconded by Supervisor Clark, to lay the resolution on the table.

On a voice vote, the resolution was laid on the table.

Committee on Finance and Budget

**Resolution 16-17/015** DISALLOWING THE CLAIM OF SANDRA L. WEST FILED ON MAY 6, 2016 AGAINST EAU CLAIRE COUNTY; DIRECTING THE COUNTY CLERK TO NOTIFY THE CLAIMANT OF SAID DISALLOWANCE

Motion by Supervisor Willett, seconded by Supervisor Henning for adoption.  
On a roll call vote, the resolution was unanimously adopted.

**Resolution 16-17/025** DISALLOWING THE CLAIM OF ROBERT H. SHUGARTS FILED ON MAY 23, 2016 AGAINST EAU CLAIRE COUNTY; DIRECTING THE COUNTY CLERK TO NOTIFY THE CLAIMANT OF SAID DISALLOWANCE

Motion by Supervisor Beckfield, seconded by Supervisor Chilson for adoption.  
On a roll call vote, the resolution was unanimously adopted.

**Resolution 16-17/027** AUTHORIZING PAYMENT OF VOUCHERS OVER \$10,000 ISSUED DURING THE MONTH OF JUNE 2016

Motion by Supervisor Dunning, seconded by Supervisor Willett for adoption.  
On a roll call vote, the resolution was unanimously adopted.

The Board adjourned at 12:05 a.m. on July 20, 2016.

Respectfully submitted,



Janet K. Loomis  
County Clerk

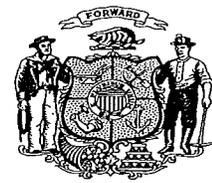
TO: Honorable Eau Claire County Board of Supervisors  
 FROM: Committee on Finance and Budget  
 DATE: August 10, 2016  
 SUBJ: **2016 Contingency Fund**

Pursuant to Section 2.04.485(C) of the Code of General Ordinances, the following is the status of the 2016 Contingency fund as of noon on August 10, 2016:

Jan 1 2016	2016 Contingency/Risk Pool Budget Allocation	\$ 100,000.00
Jan 1 2016	2016 Contingency/Potential Class Comp Adjustments	\$ 26,000.00
	Total	\$ 126,000.00
Jan 19 2016	Supporting the Strengthening of Internal Controls . . . (File No. 15-16/116)	\$ (50,000.00)
Balance Available:		\$ 76,000.00



Eau Claire County  
 DEPARTMENT OF HUMAN SERVICES  
 721 Oxford Avenue, PO Box 840  
 Eau Claire WI 54702-0840  
 (715) 831-5700 • Fax (715) 831-5658  
 www.co.eau-claire.wi.us  
 Diane Cable, Director



**ALTERNATE CARE REPORT**  
 For the Six Months Ending June 30th, 2016  
 Date Prepared 07/22/2016

Level of Care	Number of New Placements	Number of Clients	Number of Days	Number of New Placements	Number of Clients YTD	Number of Days YTD	Average Cost per day
	Jun-16	Jun-16	Jun-16	YTD	YTD	YTD	per day
Foster Care	18	98	2,614	54	130	13,923	\$39
Therapeutic Foster Care	1	22	573	10	29	3,336	\$177
Group Home	1	6	146	5	7	567	\$211
Residential Care Center	2	13	356	11	17	1,453	\$460
<b>Corrections:</b>							
Corrections-Institution	0	4	120	0	5	634	\$380
Corrective Group Home	0	0	0	0	0	0	
180 Day Program	1	1	14	1	2	21	\$150
Corrections AfterCare	0	0	0	0	1	9	\$0
Corrective Sanctions	0	1	18	1	2	61	\$0
Correction Res. Care Ctr.	0	0	0	0	0	0	
Corrections TFC*	0	0	0	0	0	0	
Corrections SPRITE	0	0	0	0	0	0	
<b>TOTAL</b>	<b>23</b>	<b>145</b>	<b>3,841</b>	<b>82</b>	<b>193</b>	<b>20,004</b>	

\*not adjusted for revenue

Level of Care	Adjusted Budget	YTD Expense	Percent Used	Revenue Budget	YTD Revenue	Percent Collected	Projected Annualized Net Expense
	Foster Care	850,100	544,128	64.01%	89,500	71,700	80.11%
Therapeutic Foster Care	862,550	589,498	68.34%	25,700	20,926	81.42%	\$1,137,144
Group Home	50,333	119,536	237.49%	8,000	2,555	31.94%	\$233,962
Residential Care Center	1,610,288	668,057	41.49%	20,700	22,944	110.84%	\$1,290,226
<b>Corrections:</b>							
Corrections-Institution	\$130,000	240,996					
Corrections AfterCare							
180 Day Program	\$120,692	3,150		\$5,000	\$228	4.56%	
Corrective Group Home		-					
Corrective Sanctions		-					
Correction Res. Care Ctr.		-					
Corrections TFC*		\$0					
Corrections SPRITE		\$0					
Corrections Totals:	250,692	244,146	97.39%	5,000	228	-	\$487,836
<b>TOTAL</b>	<b>3,623,963</b>	<b>2,165,365</b>	<b>59.75%</b>	<b>148,900</b>	<b>118,353</b>	<b>79.48%</b>	<b>\$4,094,024</b>

Net Budget	Net Estimated 2016 Exp.	Year End Estimate Overspent
\$3,475,063	\$4,094,024	(\$618,961)

At current usage DHS estimated alternate care spending for 2016 to be:

\*TFC = Therapeutic Foster Care

Percentage of Yr. through 06/30/2016 50.00%

## REPORT TO THE COMMITTEE ON HUMAN RESOURCES

### Action Required

<b>Meeting Date:</b> August 12, 2016	<b>x</b>	Information-Discussion	
<b>Agenda Item No. 3</b>		Direction to Staff	
<b>Department:</b> Human Services	<b>X</b>	Approval-Denial	
<b>Subject:</b> Human Services is requesting a title change of one vacant AODA Case Manager position to a Social Worker.		Requires Recommendation to:	
	<b>x</b>	County Board	
		Other:	
		Form:	Ordinance
<b>Bargaining Unit Involved:</b>			Resolution 16-17/038
<b>Prepared by:</b> J. Mangus			Report
<b>Reviewed by:</b> J. Gower		Other Action:	

The Department of Human Services has continued to experience an increase in cases opening for Ongoing Child Protective Services. Over the last five years, the number of ongoing cases opening in EC Co has doubled. Therefore, the Department needs an additional position to serve as the primary case manager for the families. The Family Services Unit AODA case manager position has been helpful in connecting families with critical resources in the community, but never developed into a primary resource for case management services or individual counseling. It is the Department's belief the money attached to the Family Services unit AODA Case Manager position would be more beneficial if attached to a Social Worker position in Ongoing Child Protective Services.

The Social Worker position would be part of the Ongoing Child Protective Services team within the Family Services Unit. The current AODA Case Manager position is located within the same team and would simply be changed to a Social Worker title.

The Committee is asked to review and approve the title change.

1 Enrolled No.

2 RESOLUTION

3 File No. 16-17/038

4 - AUTHORIZING TITLE CHANGE OF ONE AODA CASE MANAGER TO A SOCIAL WORKER-

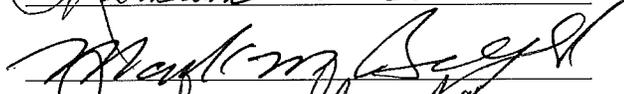
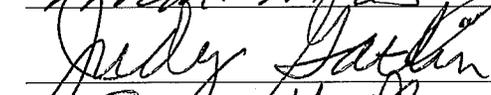
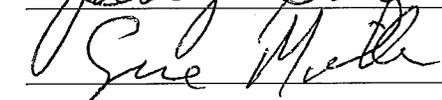
5 WHEREAS, the Eau Claire County Code of General Ordinances requires that all regular  
6 positions or changes therein be submitted to the board for authorization; and  
7

8 WHEREAS, their regularly scheduled meetings on July 25, 2016 and August 12, 2016 the  
9 committees on human services and human resources respectively approved a request from the  
10 department of human services to change the title of one AODA Case Manager to Social Worker ;  
11 and  
12

13 WHEREAS, the additional cost is \$0 and is budgeted within the operating budget of the  
14 department of human services; and  
15

16 NOW THEREFORE BE IT RESOLVED that the Eau Claire County Board hereby approves  
17 the title change of one AODA Case Manager position to a Social Worker position. .  
18

19 BE IT FURTHER RESOLVED that the Eau Claire County Board hereby approves the title  
20 change of one AODA Case Manager position to a Social Worker position.  
21

22   
23   
24   
25   
26  
27  
28  
29  
30  
31

32 \_\_\_\_\_  
33 Committee on Human Resources

34 JKG/jm

35 Dated this 12th day of August, 2016.

36 ORDINANC/16-17/038

**FACT SHEET**

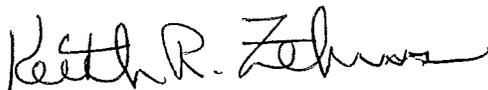
**TO FILE NO. 16-17/018**

This ordinance regulates pawnbrokers, secondhand article and secondhand jewelry dealers. These businesses provide opportunities for individuals to readily transfer stolen property unless regulated. The City of Eau Claire recently updated its ordinance to address concerns addressed by the City of Eau Claire Police Department regarding stolen property being sold in these businesses. The sheriff's office has requested a similar ordinance be drafted for Eau Claire County.

This ordinance mirrors very closely the City of Eau Claire ordinance so that there will be uniform regulation of pawnbrokers, secondhand article and secondhand jewelry dealers within the City of Eau Claire and outside the City of Eau Claire. The forms and procedures used by the City of Eau Claire are easily adaptable for use by Eau Claire County. It is hoped that this ordinance will discourage these types of businesses currently located in the City of Eau Claire from moving outside of the city limits. The county ordinance has an exception for secondhand book dealers, since there has been no criminal activity associated with secondhand book dealers. The only second hand book dealer that is located in the county would be put out of business if this ordinance applied to it.

Wis. Stat. § 134.71 (7) (a) authorizes counties to regulate and license pawnbrokers. The ordinance meets the test set forth in Mommsen v. Schueller, 228 Wis. 2d 627, 630-631, 599 NW 2d, 21, 22-23 (Ct. App. 1999). In addition this ordinance is consistent with the county home rule power as set forth in Wis. Stat. § 59.03 in which the legislature confers broad power to counties to pass ordinances on matters of local concerns and ordinances that do not conflict with existing state law or policy. State, ex. rel. Ziervogel v. Washington County Bd. of Adjustment, 2004 WI, 23, 37, 269 Wis. 2d 549, 676 NW 2d 401.

Fiscal Impact: Minimal  
Respectfully Submitted,



Keith R. Zehms  
Corporation Counsel

KRZ/yk

Ordinance/16-17/018 Fact

2  
3 - TO CREATE CHAPTER 9.96 OF THE CODE: PAWNBROKERS -

4  
5 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

6  
7 SECTION 1. That Chapter 9.96 of the code be created to read:

8  
9 Chapter 9.96

10  
11 PAWNBROKERS

12  
13  
14  
15 Sections:

- 16
- 17
- 18 9.96.010 Purpose.
- 19 9.96.015 Adoption of State Statute.
- 20 9.96.020 Definitions.
- 21 9.96.030 Inspection of items.
- 22 9.96.040 License.
- 23 9.96.050 Display of license.
- 24 9.96.060 License application.
- 25 9.96.070 Investigation of license applicant.
- 26 9.96.080 License issuance.
- 27 9.96.090 Requirements.
- 28 9.96.100 Receipt required.
- 29 9.96.110 Label required.
- 30 9.96.120 Prohibited acts.
- 31 9.96.130 License denial, suspension or revocation.
- 32 9.96.140 Fees.
- 33 9.96.150 Penalty.
- 34
- 35

36 9.96.010 Purpose.

37 A. The county board finds that the services offered by pawnshops, secondhand  
38 article dealers, and secondhand jewelry dealers provide an opportunity for individuals to readily  
39 transfer stolen property to those businesses. The board also finds that consumer protection  
40 regulation is warranted in transactions involving these businesses. The board further finds that  
41 pawnshops, secondhand article dealers, and secondhand jewelry dealers have outgrown the  
42 county's current ability to effectively or efficiently identify criminal activity related to them.  
43 The purpose of this chapter is to prevent pawnshops, secondhand article dealers, and secondhand  
44 jewelry dealers from being used to facilitate the commission of crimes and to assure that they  
45 comply with basic consumer protection standards, thereby protecting the public health, safety,  
46 and general welfare of the citizens, and pursuant to the authority granted by Wis. Stat. § 134.71.

47 B. This chapter implements and establishes the required use of the Automated Pawn  
48 System (APS) to help the sheriff's office better regulate current and future pawnshops to  
49 decrease and stabilize costs associated with the regulation of pawnshops, and to increase

1 identification of criminal activities in pawnshops through the timely collection and sharing of  
2 transaction information.

3  
4 9.96.015 Adoption of State Statute. In addition to the rights and definitions enumerated  
5 herein the county board hereby adopts Wis. Stat. §134.71. by reference including any future  
6 amendments, revisions, or modifications provided such amendments, revisions, or modifications  
7 do not restrict Eau Claire County's authority to enforce the provisions of this chapter.

8  
9 9.96.020 Definitions. In this chapter:

10 A. "Article" means any item of value.

11 B. "Billable transaction" means every reportable transaction except renewals,  
12 redemptions, voids, or extensions of existing pawns or purchases previously reported and  
13 continuously in the pawnbroker's possession.

14 C. "Charitable organization" means a corporation, trust, or community chest, fund,  
15 or foundation organized and operated exclusively for religious, charitable, scientific, literary, or  
16 educational purposes, or for the prevention of cruelty to children or animals, no part of the net  
17 earnings of which inures to the benefit of any private shareholder or individual.

18 D. "Customer" means a person with whom a pawnbroker, secondhand article dealer,  
19 or secondhand jewelry dealer or an agent thereof, engages in a transaction of purchase, sale,  
20 receipt, or exchange of any secondhand article.

21 E. "Pawnbroker" means any person who engages in the business of lending money  
22 on the deposit or pledge of any article or purchasing any article with an expressed or implied  
23 agreement or understanding to sell it back at a subsequent time at a stipulated price. To the  
24 extent that a pawnbroker's business includes buying personal property previously used, rented,  
25 leased, or selling it on consignment, the provisions of this chapter shall be applicable. A person  
26 is not acting as a pawnbroker when engaging in any of the following:

27 1. Any transaction at an occasional garage or yard sale, an estate sale, a gun,  
28 knife, gem, or antique show, or a convention.

29 2. Any transaction entered into by a person engaged in the business of junk  
30 collector, junk dealer, or scrap processor, as described in Wis. Stat. 70.995(2)(x).

31 3. Any transaction while operating as a charitable organization or conducting  
32 a sale, the proceeds of which are donated to a charitable organization.

33 4. Any transaction between a buyer of a new article and the person who sold  
34 the article when new that involves any of the following:

35 a. The return of the article.

36 b. The exchange of the article for a different, new article.

37 5. Any transaction as a purchaser of a secondhand article from a charitable  
38 organization if the secondhand article was a gift to the charitable organization.

39 6. Any transaction as a seller of a secondhand article that the person bought  
40 from a charitable organization if the secondhand article was a gift to the charitable organization.

41 F. "Reportable transaction" means every transaction conducted by a pawnbroker in  
42 which an article or articles are received through a pawn, purchase, consignment, or trade, or in  
43 which a pawn is renewed, extended, voided, or redeemed, or for which a unique transaction  
44 number or identifier is generated by their point-of-sale software, and is reportable except:

45 1. The bulk purchase or consignment of new or used articles from a  
46 merchant, manufacturer, or wholesaler having an established permanent place of business, and  
47 the retail sale of said articles, provided the pawnbroker must maintain a record of such purchase  
48 or consignment that describes each item, and must mark each item in a manner that relates it to  
49 that transaction record.

1           2.     Retail and wholesale sales of articles originally received by pawn or  
2 purchase, and for which all applicable hold and/or redemption periods have expired.

3           G     “Secondhand” means owned by any person, except a wholesaler, retailer, or  
4 licensed secondhand article dealer or secondhand jewelry dealer, immediately before the  
5 transaction at hand.

6           H     “Secondhand article dealer” means any person, other than an auctioneer, who  
7 primarily engages in the business of purchasing or selling secondhand articles other than books,  
8 except when engaging in any of the following:

9           1.     Any transaction at an occasional garage or yard sale, an estate sale, a gun,  
10 knife, gem or antique show or a convention.

11           2.     Any transaction entered into by a person while engaged in a business for  
12 which the person is licensed under Wis. Stats. §§ 134.71(2) or (4), or while engaged in the  
13 business of junk collector, junk dealer or scrap processor as described in Wis. Stat. §  
14 70.995(2)(x).

15           3.     Any transaction while operating as a charitable organization or conducting  
16 a sale the proceeds of which are donated to a charitable organization.

17           4.     Any transaction between a buyer of a new article and the person who sold  
18 the article when new which involves either:

19           a.     The return of the article; or

20           b.     The exchange of the article for a different, new article.

21           5.     Any transaction as a purchaser of a secondhand article from a charitable  
22 organization if the secondhand article was a gift to the charitable organization.

23           6.     Any transaction as a seller of a secondhand article which the person  
24 bought from a charitable organization if the secondhand article was a gift to the charitable  
25 organization.

26           I.     “Secondhand jewelry dealer” means any person, other than an auctioneer, who  
27 engages in the business of any transaction consisting of purchasing, selling, receiving or  
28 exchanging secondhand jewelry, except for the following:

29           1.     Any transaction at an occasional garage or yard sale, an estate sale, a gun,  
30 knife, gem or antique show or a convention.

31           2.     Any transaction with a licensed secondhand jewelry dealer.

32           3.     Any transaction entered into by a person while engaged in a business of  
33 smelting, refining, assaying or manufacturing precious metals, gems or valuable articles if the  
34 person has no retail operation open to the public.

35           4.     Any transaction between a buyer of new jewelry and the person who sold  
36 the jewelry when new which involves either:

37           a.     The return of the jewelry; or

38           b.     The exchange of the jewelry for different, new jewelry.

39           5.     Any transaction as a purchaser of secondhand jewelry from a charitable  
40 organization if the secondhand jewelry was a gift to the charitable organization.

41           6.     Any transaction as a seller of secondhand jewelry which the person bought  
42 from a charitable organization if the secondhand jewelry was a gift to the charitable organization.

43

44

45           9.96.030 Inspection of items. At all times during the term of the license, the pawnbroker,  
46 secondhand article dealer, and secondhand jewelry dealer must allow the sheriff’s office to enter  
47 the premises where the licensed business is located, including all off-site storage facilities,  
48 during normal business hours, except in an emergency, for the purpose of inspecting such

1 premises and inspecting the items, wares, merchandise, and records therein to verify compliance  
2 with this chapter or other applicable laws.

3  
4 9.96.040 License. No person may operate as a pawnbroker, secondhand article dealer, or  
5 secondhand jewelry dealer in the county unless the person first obtains a pawnbroker,  
6 secondhand article dealer, or secondhand jewelry dealer license under this chapter.

7  
8 9.96.050 Display of license. Each license issued under this chapter shall be displayed in  
9 a conspicuous place visible to anyone entering a licensed premise.

10  
11 9.96.060 License application. A person wishing to operate as a pawnbroker, secondhand  
12 article dealer, or secondhand jewelry dealer shall apply for a license to the county clerk. The  
13 clerk shall furnish application forms approved by the sheriff's office that shall require all of the  
14 following:

- 15 A. The applicant's name, place and date of birth, residence address, and residence  
16 addresses for the 10-year period prior to the date of the application.
- 17 B. The name and address of the business and of the owner of the business premises.
- 18 C. Whether the applicant is a natural person, corporation, limited liability company,  
19 or partnership, and:
- 20 1. If the applicant is a corporation, the state where incorporated and the  
21 names and addresses of all officers and directors.
- 22 2. If the applicant is a partnership, the names and addresses of all partners.
- 23 3. If the applicant is a limited liability company, the names and addresses of  
24 all members.
- 25 4. The name of the manager or proprietor of the business.
- 26 5. Any other information that the clerk may reasonably require.
- 27 D. A statement as to whether the applicant, including an individual, agent, officer,  
28 director, member, partner, manager, or proprietor, has been convicted of any crime, statutory  
29 violation punishable by forfeiture, or county or municipal ordinance violation. If so, the  
30 applicant must furnish information as to the time, place, and offense of all such convictions.
- 31 E. Whether the applicant or any other person listed in D. above has ever used or been  
32 known by a name other than the applicant's name, and if so, the name or names used and  
33 information concerning dates and places used.
- 34 F. Whether the applicant or any other person listed in D. above has previously been  
35 denied or had revoked or suspended a pawnbroker, secondhand article dealer, or secondhand  
36 jewelry dealer license from any other governmental unit. If so, the applicant must furnish  
37 information as to the date, location, and reason for the action.

38  
39 9.96.070 Investigation of license applicant. The sheriff's office shall investigate each  
40 applicant and any other person listed in 9.96.060 C. above for a pawnbroker, secondhand article  
41 dealer, or secondhand jewelry dealer license. The department shall furnish the information  
42 derived from that investigation in writing to the county clerk. The investigation shall include  
43 each agent, officer, member, partner, manager, or proprietor.

44  
45 9.96.080 License issuance.

- 46 A. The county clerk shall grant the license if all of the following apply:
- 47 1. The applicant, including an individual, a partner, a member of a limited  
48 liability company, a manager, a proprietor, or an officer, director, or agent of any corporate

1 applicant, does not have an arrest or conviction record, subject to Wis. Stats. §§ 111.321,  
2 111.322 and 111.335.

3 2. The applicant provides to the county clerk a bond of \$2,500 with not less  
4 than 2 sureties for the observation of all municipal ordinances or state or federal laws relating to  
5 pawnbrokers. The bond must be in full force and effect at all times during the term of the  
6 license.

7 B. No license issued under this may be transferred.

8 C. Each license is valid from January 1 until the following December 31.

9  
10 9.96.090 Requirements.

11 A. Identification. No pawnbroker, secondhand article dealer, or secondhand jewelry  
12 dealer may engage in a transaction of purchase, receipt, or exchange of any secondhand article  
13 from a customer without first securing adequate identification from the customer. At the time of  
14 the transaction, the pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall  
15 require the customer to present one of the following types of identification:

16 1. Current, valid Wisconsin driver's license;

17 2. Current, valid Wisconsin identification card;

18 3. Current, valid photo identification card or photo driver's license issued by  
19 another state or province of Canada.

20 B. Transactions with minors.

21 1. Except as provided in B. 2., no pawnbroker, secondhand article dealer, or  
22 secondhand jewelry dealer may engage in a transaction of purchase, receipt, or exchange of any  
23 secondhand article from any minor, defined as a person under the age of 18 years.

24 2. A pawnbroker, secondhand article dealer, or secondhand jewelry dealer  
25 may engage in a transaction described under B. 1. if the minor is accompanied by his or her  
26 parent or guardian at the time of the transaction and the parent or guardian signs the transaction  
27 form and provides identification as required by this section.

28 C. Records required. At the time of any reportable transaction other than renewals,  
29 extensions, or redemptions, every pawnbroker, secondhand article dealer, or secondhand jewelry  
30 dealer must immediately record in English the following information by using ink or other  
31 indelible medium on forms or in a computerized record approved by the sheriff's office:

32 1. A complete and accurate description of each item, including, but not  
33 limited to any trademark, identification number, serial number, model number, brand name, or  
34 other identifying mark on such an item.

35 2. The purchase price, amount of money loaned upon or pledged therefore.

36 3. The maturity date of the transaction and the amount due, including  
37 monthly and annual interest rates and all pawn fees and charges.

38 4. Date, time, and place the item of property was received by the  
39 pawnbroker, secondhand article dealer, or secondhand jewelry dealer, and the unique alpha  
40 and/or numeric transaction identifier that distinguishes it from all other transactions in the  
41 pawnbroker, secondhand article dealer, or secondhand jewelry dealer's records.

42 5. Full name, current residence address, current residence telephone number,  
43 date of birth, and accurate description of the person from whom the item of property was  
44 received, including sex, height, weight, race, color of eyes, and color of hair.

45 6. The identification number and state of issue from any of the following  
46 forms of identification of the seller:

47 a. Current, valid Wisconsin driver's license;

48 b. Current, valid Wisconsin identification card;

1 c. Current, valid photo identification card or photo driver's license  
2 issued by another state or province of Canada.

3 7. The signature of the person identified in the transaction.

4 8. Renewals, extensions, and redemptions. The pawnbroker, secondhand  
5 article dealer, or secondhand jewelry dealer shall provide the original transaction identifier, the  
6 date of the current transaction, and the type of transaction for renewals, extensions, and  
7 redemptions.

8 9. Record retention. Data entries shall be retained for at least 1 year from the  
9 date of transaction.

10 10. For every secondhand article purchased, received, or exchanged by a  
11 pawnbroker, secondhand article dealer, or secondhand jewelry dealer from a customer off the  
12 pawnbroker, secondhand article dealer, or secondhand jewelry dealer's premises, or consigned to  
13 the pawnbroker, secondhand article dealer, or secondhand jewelry dealer for sale on their  
14 premises, the pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall keep a  
15 written inventory. In this inventory the pawnbroker, secondhand article dealer, or secondhand  
16 jewelry dealer shall record the name and address of each customer, the date, time, and place of  
17 the transaction, and a detailed description of the article that is the subject of the transaction. The  
18 customer shall sign his or her name on a declaration of ownership of the secondhand article  
19 identified in the inventory and shall state that he or she owns the secondhand article. The  
20 pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall retain an original and  
21 a duplicate of each entry and declaration of ownership relating to the purchase, receipt, or  
22 exchange of any secondhand article for not less than one year after the date of the transaction,  
23 except as provided in E., and shall make duplicates of the inventory and declarations of  
24 ownership available to any law enforcement officer for inspection at any reasonable time.

25 D. Holding period.

26 1. Except as provided in D. 3., any secondhand article purchased or received  
27 by a pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall be kept on the  
28 premises or other place for safekeeping for not less than 30 days, unless a shorter holding period  
29 is expressly permitted by state law, after the date of purchase or receipt, unless the person known  
30 by the pawnbroker to be the lawful owner of the secondhand article redeems it or unless the  
31 secondhand article dealer or secondhand jewelry dealer takes and maintains a digital photograph  
32 of the item in which case the holding period shall be 21 days.

33 2. During the period set forth in D. 1., the secondhand article shall be held  
34 separate from saleable inventory and may not be altered in any manner. The pawnbroker,  
35 secondhand article dealer, or secondhand jewelry dealer shall permit any law enforcement officer  
36 to inspect the secondhand article during this period. Within 24 hours after a request of a law  
37 enforcement officer during this period, a pawnbroker, secondhand article dealer, or secondhand  
38 jewelry dealer shall make available for inspection any secondhand article which is kept off the  
39 premises for safekeeping.

40 3. D. 1. and 2. do not apply to a secondhand article consigned to a  
41 pawnbroker.

42 E. Redemption period. Any person pledging, pawning or depositing any item for  
43 security must have a minimum of 60 days from the date of that transaction to redeem the item  
44 before it may be forfeited and sold. During the 60-day holding period, items may not be  
45 removed from the licensed location. Pawnbrokers, secondhand article dealers, and secondhand  
46 jewelry dealers are prohibited from redeeming any item to anyone other than the person to whom  
47 the receipt was issued, to any person identified in a written and notarized authorization to redeem  
48 the property identified in the receipt, or to a person identified in writing by the pledger at the  
49 time of the initial transaction and signed by the pledger, or with the approval of the sheriff's

1 office. Written authorization for release of property to persons other than the original pledger  
2 must be maintained along with the original transaction record in accordance with C. 9.

3 F. Sheriff order to hold property.

4 1. Investigative hold. Whenever a law enforcement officer from any agency  
5 notifies a pawnbroker, secondhand article dealer, or secondhand jewelry dealer not to sell an  
6 item, the item must not be sold or removed from the premises. The investigative hold shall be  
7 confirmed in writing by the originating agency within 72 hours and will remain in effect for 15  
8 days from the date of initial notification, or until the investigative order is canceled, or until an  
9 order to confiscate is issued, pursuant to 2., whichever comes first.

10 2. Order to confiscate.

11 a. If an item is identified as stolen or evidence in a criminal case, the  
12 sheriff's office may physically confiscate and remove it from the shop, pursuant to a written  
13 order from the sheriff's office.

14 b. When an item is confiscated, the person doing so shall provide  
15 identification upon request of the pawnbroker, secondhand article dealer, or secondhand jewelry  
16 dealer, and shall provide the pawnbroker, secondhand article dealer, or secondhand jewelry  
17 dealer with the name and phone number of the confiscating officer and the case number related  
18 to the confiscation.

19 c. When an order to confiscate is no longer necessary, the sheriff's  
20 office shall so notify the pawnbroker, secondhand article dealer, or secondhand jewelry dealer.

21 G. Daily reports to sheriff.

22 1. Pawnbrokers must submit every reportable transaction to the sheriff's  
23 office daily in the following manner. Pawnbrokers must provide to the sheriff's office all  
24 information required in C. and other required information, by transferring it from their computer  
25 to the APS via modem. All required records must be transmitted completely and accurately after  
26 the close of business each day in accordance with standards and procedures established by the  
27 sheriff's office using procedures that address security concerns of the pawnbroker and the  
28 sheriff's office. The pawnbroker must display a sign of sufficient size in a conspicuous place on  
29 the premises which informs all patrons that all transactions are reported daily to the department  
30 and APS.

31 2. Billable transaction fees. Pawnbrokers will be charged for each billable  
32 transaction reported to the sheriff's office. These fees are intended to pay for the cost of  
33 participation in the APS and costs of enforcing this chapter.

34 3. If a pawnbroker is unable to successfully transfer the required reports by  
35 modem, the pawnbroker must provide the sheriff's office with printed copies of all reportable  
36 transactions by 12:00 noon the next business day.

37 4. If the problem is determined to be in the pawnbroker's system and is not  
38 corrected by the close of the first business day following the failure, the pawnbroker must  
39 provide the required reports as detailed in 3., and shall be charged a daily reporting failure fee of  
40 \$10.00 until the error is corrected, or, if the problem is determined to be outside the  
41 pawnbroker's system, the pawnbroker must provide the required reports in 3. and resubmit all  
42 such transactions via modem when the error is corrected.

43 5. Regardless of the cause or origin of the technical problems that prevented  
44 the pawnbroker from uploading the reportable transactions, upon correction of the problem, the  
45 pawnbroker shall upload every reportable transaction from every business day the problem has  
46 existed.

47 6. The provisions of this section notwithstanding, the sheriff's office may,  
48 upon presentation of extenuating circumstances, delay the implementation of the daily reporting  
49 penalty.

1           7.     G. shall not apply to businesses that did not have 200 reportable  
2 transactions in the past calendar year. However, any such pawnbroker must follow the daily  
3 reporting procedure for each reportable transaction by submitting a written transaction form  
4 approved by the sheriff's office to the department on the business day following the date of the  
5 reportable transaction.

6           H.     Exception for customer return or exchange. Nothing in this section applies to the  
7 return or exchange from a customer to a pawnbroker of any secondhand article purchased from  
8 the pawnbroker.

9  
10           9.96.100 Receipt required. Every pawnbroker, secondhand article dealer, or secondhand  
11 jewelry dealer must provide a receipt to the party identified in every reportable transaction and  
12 must maintain a duplicate of that receipt for 3 years. The receipt must include at least the  
13 following information:

14           A.     The name, address, and telephone number of the licensed business.

15           B.     The date and time the item was received by the pawnbroker, secondhand article  
16 dealer, or secondhand jewelry dealer.

17           C.     Whether the item was pawned or sold, or the nature of the transaction.

18           D.     An accurate description of each item received, including, but not limited to, any  
19 trademark, identification number, serial number, model number, brand name, or other identifying  
20 mark on such an item.

21           E.     The signature or unique identifier of the pawnbroker, secondhand article dealer,  
22 or secondhand jewelry dealer or employee that conducted the transaction.

23           F.     The amount advanced or paid.

24           G.     The monthly and annual interest rates, including all pawn fees and charges.

25           H.     The last regular day of business by which the item must be redeemed by the  
26 pledger without risk that the item will be sold, and the amount necessary to redeem the pawned  
27 item on that date.

28           I.     The full name, residence address, residence telephone number, and date of birth  
29 of the pledger or seller.

30           J.     The identification number and state of issue from any of the following forms of  
31 identification of the seller:

32                 1.     Current, valid Wisconsin driver's license.

33                 2.     Current, valid Wisconsin identification card.

34                 3.     Current, valid photo driver's license or identification card issued by  
35 another state or province of Canada.

36           K.     Description of the pledger or seller, including approximate sex, height, weight,  
37 race, color of eyes, and color of hair.

38           L.     The signature of the pledger or seller.

39  
40           9.96.110 Label required. Pawnbrokers, secondhand article dealer, or secondhand jewelry  
41 dealer must attach a label to every item at the time it is pawned, purchased, or received in  
42 inventory from any reportable transaction. Permanently recorded on this label must be the  
43 number or name that identifies the transaction in the shop's records, the transaction date, the  
44 name of the item and the description or the model and serial number of the items as reported to  
45 the sheriff's office, whichever is applicable, and the date the item is out of pawn or can be sold, if  
46 applicable. Labels shall not be reused.

1           9.96.120 Prohibited acts.

2           A. No person under the age of 18 years may pawn or sell or attempt to pawn or sell  
3 goods with any pawnbroker, secondhand article dealer, or secondhand jewelry dealer, nor may  
4 any pawnbroker, secondhand article dealer, or secondhand jewelry dealer receive any goods  
5 from a person under the age of 18 years, except as permitted by 9.96.090 B. 2.

6           B. No pawnbroker, secondhand article dealer, or secondhand jewelry dealer may  
7 receive any goods from a person of unsound mind or an intoxicated person.

8           C. No pawnbroker, secondhand article dealer, or secondhand jewelry dealer may  
9 receive any goods unless the seller presents identification in the form of a valid driver's license,  
10 a valid state of Wisconsin identification card, or current, valid photo driver's license or  
11 identification card issued by the state of residency of the person from whom the item was  
12 received.

13           D. No pawnbroker, secondhand article dealer, or secondhand jewelry dealer may  
14 receive any item of property that possesses an altered or obliterated serial number or other  
15 identification number, or any item of property that has had its serial number removed.

16           E. No person may pawn, pledge, sell, consign, leave, or deposit any article of  
17 property not their own, nor shall any person pawn, pledge, sell, consign, leave, or deposit the  
18 property of another, whether with permission or without, nor shall any person pawn, pledge, sell,  
19 consign, leave, or deposit any article of property in which another has a security interest with any  
20 pawnbroker, secondhand article dealer, or secondhand jewelry dealer.

21           F. No person seeking to pawn, pledge, sell, consign, leave, or deposit any article of  
22 property with any pawnbroker, secondhand article dealer, or secondhand jewelry dealer shall  
23 give a false or fictitious name, nor give a false date of birth, nor give a false or out-of-date  
24 address of residence or telephone number, nor present a false or altered identification or the  
25 identification of another to any pawnbroker, secondhand article dealer, or secondhand jewelry  
26 dealer.

27  
28           9.96.130 License denial, suspension, or revocation.

29           A. A license issued hereunder may be denied, revoked, or suspended by the county  
30 clerk upon administrative determination that the licensee has committed fraud,  
31 misrepresentation, or provided a false statement in the application for a license, or violated this  
32 chapter or Wis. Stats. §§134.71, 943.34, 948.62 or 948.63, or violated any local, state, or federal  
33 law substantially related to the businesses licensed under this chapter.

34           B. The county clerk may deny, suspend, or revoke any license issued under this  
35 section upon administrative determination that the applicant is not a citizen of the United States  
36 or a resident alien, or upon whom it is impractical or impossible to conduct a background or  
37 financial investigation due to the unavailability of information.

38           C. Appeal from a determination made under this section shall be made to the  
39 committee on judiciary and law enforcement.

40           1. Notice of Appeal. Appeals to the committee can be made by any person  
41 having a license denied, revoked or suspended within 30 days after the decision by filing a  
42 written notice of appeal with the county clerk. The committee shall hold a hearing within 30  
43 days of the filing of the appeal, or at such time as agreed upon by both parties. The appellant  
44 shall be notified at the address provided on the appeal by either certified mail receipt requested  
45 or registered mail post marked at least 10 days before the hearing. The county clerk shall  
46 provide the committee all of the papers constituting the record upon which the action appealed  
47 was taken



**FACT SHEET**

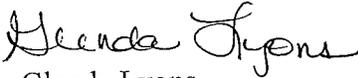
**TO FILE NO. 16-17/020**

**Section 1:** Governing bodies of taxation districts may pass an ordinance by August 15<sup>th</sup> of the year before the ordinance is effective to authorize payments of special assessments in installments.

**Section 2:** This Section requires a specific taxpayer notice regarding interest and penalties charged by Eau Claire County. This provision is no longer valid since the State of Wisconsin has prescribed for many years what the tax bill backer must say. The standard template is required for all Wisconsin counties.

**Section 3:** This Section is also no longer valid since for many years the county treasurer has settled in full with local municipalities in August. The advantage to settling in full is that 100% of the amount collected retained 100% by the county, including not only interest but also penalties.

Fiscal Impact: None  
Respectfully Submitted,



Glenda Lyons  
Treasurer

KRZ/yk

Ordinance/16-17.020 Fact

1 Enrolled No.

ORDINANCE

File No. 16-17/020

2  
3 - TO REPEAL SECTION 4.19.030 C. & D. OF THE CODE: INTEREST AND  
4 PENALTIES ON DELINQUENT TAXES-

5  
6 The County Board of Supervisors of the County of Eau Claire does ordain as follows:

7  
8 SECTION 1. That Section 4.19.015 is amended to read:

9  
10 4.19.015 Special assessment, special charges and other taxes. All special assessments,  
11 special charges and special taxes that are placed on the tax roll shall be paid in full on or  
12 before January 31st. If not paid they shall be deemed delinquent, subject to interest and  
13 penalties from February 1<sup>st</sup> except as otherwise provided in Wis. Stat. § 74.11(3).

14  
15 SECTION 2. That Subsection C. of Section 4.19.030 of the code be repealed.

16  
17 SECTION 3. That Subsection D. of Section 4.19.030 of the code be repealed.

18  
19  
20  
21 ADOPTED:

22  
23  
24  
25  
26 APPROVED BY  
27 CORPORATION COUNSEL,  
28 AS TO FORM  
29  
30

31  
32  
33  
34  
35  
36  
37  
38  
39  
James Abbeuning  
Robin J. Leary  
M. D. K. Conlin  
Steve Pagano  
Committee on Finance & Budget

KRZ/yk

Dated this 23 day of June, 2016.

**FACT SHEET**

**TO FILE NO. 16-17/031**

This Resolution disallows the claim of Jesse Anderson filed with the Highway Department on June 29, 2016. Jesse Anderson claims that he hit a manhole cover that was not properly placed in the hole while traveling south on Hwy 12 in Eau Claire County on June 13, 2016 causing irreparable damage to his driver's side wheel, rim and tire. The Eau Claire County Highway Department Patrol Superintendent states that there were not any highway vehicles working in the area, or any work being performed where the damage occurred to Mr. Anderson's vehicle. The highway department had no knowledge there was a problem with the manhole prior to being contacted by Mr. Anderson. After review of the claim by WMMIC the County's liability carrier it was determined that Eau Claire County has no liability for this claim.

Fiscal Impact: None.  
Respectfully Submitted,



Keith R. Zehms  
Corporation Counsel

KRZ/yk

Ordinance/16-17.031 Fact

1 Enrolled No.

2 RESOLUTION

3 File No. 16-17/031

4 - DISALLOWING THE CLAIM OF JESSE ANDERSON FILED ON JUNE 29, 2016  
5 AGAINST EAU CLAIRE COUNTY; DIRECTING THE COUNTY CLERK TO NOTIFY  
6 THE CLAIMANT OF SAID DISALLOWANCE-

7 WHEREAS, on June 29, 2016, Jesse Anderson filed a claim against Eau Claire County  
8 through the Eau Claire County Highway Department; and

9 WHEREAS, Jesse Anderson claims that he hit a manhole cover that was not properly placed  
10 in the hole while traveling south on Hwy 12 in Eau Claire County on June 13, 2016 causing  
11 irreparable damage to his driver's side wheel, rim and tire; and

12 WHEREAS, the Eau Claire County Highway Department Patrol Superintendent states that  
13 there were not any highway vehicles working in the area, or any work being performed where the  
14 damage occurred to Mr. Anderson's vehicle; and

15 WHEREAS, after a review of the incident by WMMIC the County's liability carrier it is  
16 determined that Eau Claire County has no liability for this claim; and

17 NOW, THEREFORE, BE IT RESOLVED, that the Eau Claire County Board of  
18 Supervisors hereby formally disallows the claim of Jesse Anderson against the County of Eau  
19 Claire.

20 BE IT FURTHER RESOLVED that the county clerk is hereby directed to notify Jesse  
21 Anderson of the disallowance.

22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

APPROVED BY  
CORPORATION COUNSEL  
AS TO FORM

\_\_\_\_\_  
*Robin J. Leary*  
\_\_\_\_\_  
*Mark R. Colvin*  
\_\_\_\_\_  
*Steve Pagen*  
\_\_\_\_\_  
*James A. Dunning*

Committee on Finance & Budget

KRZ/yk

Dated this 11<sup>th</sup> day of August, 2016.

ORDINANC/16-17/031

1 Enrolled No.

RESOLUTION

File No. 16-17/039

2 - RESOLUTION AWARDING THE SALE OF \$12,795,000 GENERAL OBLIGATION  
3 PROMISSORY NOTES, SERIES 2016A -  
4

5 WHEREAS, on July 19, 2016, the County Board of Supervisors of Eau Claire County,  
6 Wisconsin (the "County") adopted a resolution authorizing the issuance of general obligation  
7 promissory notes for the public purpose of paying the cost of capital projects included in the  
8 County's Capital Improvement Plan, including highway/bridge replacement and repair projects;  
9 IT software/hardware upgrades; long-term repair and maintenance projects for County buildings;  
10 and acquiring vehicles;

11 WHEREAS, the County Board of Supervisors hereby finds and determines that the  
12 County is also in need of funds to pay the County's contribution to the Confluence Community  
13 Arts Project (collectively with the projects referred to above, the "Project");

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

17 WHEREAS, counties are authorized by the provisions of Section 67.12(12), Wisconsin  
18 Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such  
19 public purposes;

20 WHEREAS, none of the proceeds of the Notes shall be used to fund the operating  
21 expenses of the general fund of the County or to fund the operating expenses of any special  
22 revenue fund of the County that is supported by the property taxes;

23 WHEREAS, the County has directed Ehlers & Associates, Inc. ("Ehlers") to take the  
24 steps necessary to sell the Notes to pay the cost of the Project;

25 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of  
26 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)  
27 setting forth the details of and the bid requirements for the Notes and indicating that the Notes  
28 would be offered for public sale on August 16, 2016;

29 WHEREAS, the County Clerk (in consultation with Ehlers) caused a form of notice of  
30 the sale to be published and/or announced and caused the Notice of Sale to be distributed to  
31 potential bidders offering the Notes for public sale on August 16, 2016;

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

35 WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by  
36 the financial institution listed first on the Bid Tabulation fully complies with the bid  
37 requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the

38 County. Ehlers has recommended that the County accept the Proposal. A copy of said Proposal  
39 submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated  
40 herein by this reference.

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

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

50 Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost  
51 of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the  
52 principal sum of TWELVE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND  
53 DOLLARS (\$12,795,000) from the Purchaser in accordance with the terms and conditions of the  
54 Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on  
55 the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set  
56 forth on the Proposal is hereby accepted. The Chairperson and County Clerk or other  
57 appropriate officers of the County are authorized and directed to execute an acceptance of the  
58 Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by  
59 the County Treasurer until the closing of the note issue, and any good faith deposits submitted by  
60 unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set  
61 forth on the Proposal.

62 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation  
63 Promissory Notes, Series 2016A"; shall be issued in the aggregate principal amount of  
64 \$12,795,000; shall be dated September 7, 2016; shall be in the denomination of \$5,000 or any  
65 integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates  
66 per annum and mature on September 1 of each year, in the years and principal amounts as set  
67 forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this  
68 reference. Interest shall be payable semi-annually on March 1 and September 1 of each year  
69 commencing on September 1, 2017. Interest shall be computed upon the basis of a 360-day year  
70 of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities  
71 Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth  
72 on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this  
73 reference (the "Schedule").

74 Section 3. Redemption Provisions. The Notes maturing on September 1, 2024 and  
75 thereafter shall be subject to redemption prior to maturity, at the option of the County, on  
76 September 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in  
77 part, and if in part from maturities selected by the County and within each maturity, by lot, at the  
78 principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal  
79 specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory

80 redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this  
81 reference. Upon the optional redemption of any of the Notes subject to mandatory redemption,  
82 the principal amount of such Notes so redeemed shall be credited against the mandatory  
83 redemption payments established in Exhibit MRP for such Notes in such manner as the County  
84 shall direct.]

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

88 Section 5. Tax Provisions.

89 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the  
90 principal of and interest on the Notes as the same becomes due, the full faith, credit and  
91 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of  
92 the taxable property of the County a direct annual irrepealable tax in the years 2016 through  
93 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the  
94 Schedule.

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

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

107  
108 Section 6. Segregated Debt Service Fund Account.

109  
110 (A) Creation and Deposits. There be and there hereby is established in the  
111 treasury of the County, if one has not already been created, a debt service fund, separate and  
112 distinct from every other fund, which shall be maintained in accordance with generally accepted  
113 accounting principles. Debt service or sinking funds established for obligations previously  
114 issued by the County may be considered as separate and distinct accounts within the debt service  
115 fund.

116  
117 Within the debt service fund, there hereby is established a separate and distinct account  
118 designated as the "Debt Service Fund Account for \$12,795,000 General Obligation Promissory  
119 Notes, Series 2016A, dated September 7, 2016" (the "Debt Service Fund Account") and such  
120 account shall be maintained until the indebtedness evidenced by the Notes is fully paid or  
121 otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account

122 (i) all accrued interest received by the County at the time of delivery of and payment for the  
123 Notes; (ii) any premium which may be received by the County above the par value of the Notes  
124 and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts  
125 appropriated for the specific purpose of meeting principal of and interest on the Notes when due;  
126 (iv) such other sums as may be necessary at any time to pay principal of and interest on the  
127 Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi)  
128 such further deposits as may be required by Section 67.11, Wisconsin Statutes.

129  
130 (B) Use and Investment. No money shall be withdrawn from the Debt Service  
131 Fund Account and appropriated for any purpose other than the payment of principal of and  
132 interest on the Notes until all such principal and interest has been paid in full and the Notes  
133 canceled; provided (i) the funds to provide for each payment of principal of and interest on the  
134 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be  
135 invested in direct obligations of the United States of America maturing in time to make such  
136 payments when they are due or in other investments permitted by law; and (ii) any funds over  
137 and above the amount of such principal and interest payments on the Notes may be used to  
138 reduce the next succeeding tax levy, or may, at the option of the County, be invested by  
139 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or  
140 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes  
141 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service  
142 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform  
143 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any  
144 applicable Treasury Regulations (the "Regulations").

145  
146 (C) Remaining Monies. When all of the Notes have been paid in full and  
147 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service  
148 Fund Account shall be transferred and deposited in the general fund of the County, unless the  
149 County Board of Supervisors directs otherwise.

150  
151 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of  
152 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be  
153 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)  
154 shall be deposited into a special fund separate and distinct from all other funds of the County and  
155 disbursed solely for the purposes for which borrowed or for the payment of the principal of and  
156 the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund  
157 operating expenses of the general fund of the County or of any special revenue fund of the  
158 County that is supported by property taxes. Monies in the Borrowed Money Fund may be  
159 temporarily invested in Permitted Investments. Any monies, including any income from  
160 Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the  
161 Notes have been issued have been accomplished, and, at any time, any monies as are not needed  
162 and which obviously thereafter cannot be needed for such purposes shall be deposited in the  
163 Debt Service Fund Account.

164 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be  
165 Permitted Investments, but no such investment shall be made in such a manner as would cause  
166 the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the  
167 Regulations and an officer of the County, charged with the responsibility for issuing the Notes,

168 shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the  
169 date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are  
170 not "arbitrage bonds," within the meaning of the Code or Regulations.

171 Section 9. Compliance with Federal Tax Laws. (a) The County represents and  
172 covenants that the projects financed by the Notes and the ownership, management and use of the  
173 projects will not cause the Notes to be "private activity bonds" within the meaning of Section  
174 141 of the Code. The County further covenants that it shall comply with the provisions of the  
175 Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes  
176 including, if applicable, the rebate requirements of Section 148(f) of the Code. The County  
177 further covenants that it will not take any action, omit to take any action or permit the taking or  
178 omission of any action within its control (including, without limitation, making or permitting any  
179 use of the proceeds of the Notes) if taking, permitting or omitting to take such action would  
180 cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of  
181 the Code or would otherwise cause interest on the Notes to be included in the gross income of  
182 the recipients thereof for federal income tax purposes. The County Clerk or other officer of the  
183 County charged with the responsibility of issuing the Notes shall provide an appropriate  
184 certificate of the County certifying that the County can and covenanting that it will comply with  
185 the provisions of the Code and Regulations.

186  
187 (b) The County also covenants to use its best efforts to meet the requirements and  
188 restrictions of any different or additional federal legislation which may be made applicable to the  
189 Notes provided that in meeting such requirements the County will do so only to the extent  
190 consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and  
191 to the extent that there is a reasonable period of time in which to comply.

192  
193 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be  
194 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of  
195 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined  
196 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to  
197 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to  
198 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing  
199 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless  
200 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the  
201 signatures appearing on each Note shall be a manual signature. In the event that either of the  
202 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,  
203 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as  
204 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and  
205 directed to do all acts and execute and deliver the Notes and all such documents, certificates and  
206 acknowledgements as may be necessary and convenient to effectuate the Closing. The County  
207 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements  
208 and contracts in conjunction with the Notes, including but not limited to agreements and  
209 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate  
210 calculation services. Any such contract heretofore entered into in conjunction with the issuance  
211 of the Notes is hereby ratified and approved in all respects.

212           Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the  
213 Notes shall be paid by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_], which is hereby appointed as the  
214 County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin  
215 Statutes] **OR** [the County Clerk or County Treasurer] (the "Fiscal Agent"). [The Fiscal  
216 Agency Agreement between the County and the Fiscal Agent shall be substantially in the form  
217 attached hereto as Exhibit F and incorporated herein by this reference.]

218  
219           Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause  
220 books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The  
221 person in whose name any Note shall be registered shall be deemed and regarded as the absolute  
222 owner thereof for all purposes and payment of either principal or interest on any Note shall be  
223 made only to the registered owner thereof. All such payments shall be valid and effectual to  
224 satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

240           Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In  
241 order to make the Notes eligible for the services provided by The Depository Trust Company,  
242 New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the  
243 Blanket Issuer Letter of Representations previously executed on behalf of the County and on file  
244 in the County Clerk's office.

245           Section 15. Payment of Issuance Expenses. The County authorizes the Purchaser to  
246 forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses  
247 to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

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

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

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

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

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

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

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

291            Adopted, approved and recorded August 16, 2016.

292

293

294

295

\_\_\_\_\_  
Gregg Moore  
Chairperson

296    ATTEST:

297

\_\_\_\_\_  
Janet K. Loomis  
County Clerk

(SEAL)

300

Reviewed by Finance Dept.  
for Fiscal Impact

EXHIBIT A

Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on September 1, \_\_\_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on September 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)
____	

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____ (maturity)]
____	

EXHIBIT E

(Form of Note)

REGISTERED NO. R- \_\_\_\_\_ UNITED STATES OF AMERICA  
 STATE OF WISCONSIN  
 EAU CLAIRE COUNTY DOLLARS  
 \$ \_\_\_\_\_  
 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
 September 1, \_\_\_\_\_ September 7, 2016 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
 (\$ \_\_\_\_\_)

FOR VALUE RECEIVED, Eau Claire County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by \_\_\_\_\_, \_\_\_\_\_ ] OR [the County Clerk or County Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$12,795,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of capital projects included in the County's Capital Improvement Plan, including highway/bridge replacement and repair projects;

IT software/hardware upgrades; long-term repair and maintenance projects for County buildings; acquiring vehicles; and financing the County's contribution to the Confluence Community Arts Project, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on July 19, 2016 and August 16, 2016. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on September 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the County, on September 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.]

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

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

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new

fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

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

EAU CLAIRE COUNTY, WISCONSIN

By: \_\_\_\_\_  
Gregg Moore  
Chairperson

By: \_\_\_\_\_  
Janet K. Loomis  
County Clerk

(SEAL)

DRAFT

APPROVED BY  
CORPORATION COUNSEL  
AS TO FORM

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of Eau Claire County, Wisconsin.

\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Authorized Signatory]

DRAFT

ASSIGNMENT

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

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

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

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

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

Signature Guaranteed:

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

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

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

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

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

APPROVED BY  
CORPORATION COUNSEL  
AS TO FORM

2 - RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$14,540,000  
3 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016B

4 WHEREAS, the County Board of Supervisors of Eau Claire County, Wisconsin (the  
5 "County") hereby finds and determines that it is necessary, desirable and in the best interest of  
6 the County to raise funds for the purpose of paying the cost of refinancing certain outstanding  
7 obligations of the County, specifically, the 2018-2027 maturities of the General Obligation  
8 Building Bonds, Series 2008B, dated April 1, 2008 (the "Refunded Obligations") (hereinafter the  
9 refinancing of the Refunded Obligations shall be referred to as the "Refunding");

10 WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in  
11 the best interest of the County to refund the Refunded Obligations for the purpose of achieving  
12 debt service cost savings;

13 WHEREAS, none of the proceeds of the Bonds shall be used to fund the operating  
14 expenses of the general fund of the County or to fund the operating expenses of any special  
15 revenue fund of the County that is supported by the property taxes;

16 WHEREAS, counties are authorized by the provisions of Section 67.04, Wisconsin  
17 Statutes, to borrow money and issue general obligation refunding bonds (the "Bonds") to  
18 refinance their outstanding obligations;

19 WHEREAS, pursuant to a resolution adopted July 19, 2016, the County Board of  
20 Supervisors directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the  
21 Bonds;

22 WHEREAS, Ehlers, in consultation with the officials of the County, prepared a Notice of  
23 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference)  
24 setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds  
25 would be offered for public sale on August 16, 2016;

26 WHEREAS, the County Clerk (in consultation with Ehlers) caused a form of notice of  
27 the sale to be published and/or announced and caused the Notice of Sale to be distributed to  
28 potential bidders offering the Bonds for public sale on August 16, 2016;

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

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

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

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

47 Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the  
48 Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery,  
49 resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Chairperson  
50 and County Clerk or other appropriate officers of the County are authorized and directed to  
51 execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the  
52 Purchaser shall be retained by the County Treasurer until the closing of the bond issue, and any  
53 good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds  
54 shall bear interest at the rates set forth on the Proposal.

55 Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation  
56 Refunding Bonds, Series 2016B"; shall be issued in the aggregate principal amount of  
57 \$14,540,000; shall be dated September 7, 2016; shall be in the denomination of \$5,000 or any  
58 integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates  
59 per annum and mature on September 1 of each year, in the years and principal amounts as set  
60 forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this  
61 reference. Interest shall be payable semi-annually on March 1 and September 1 of each year  
62 commencing on September 1, 2017. Interest shall be computed upon the basis of a 360-day year  
63 of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities  
64 Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set  
65 forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by  
66 this reference (the "Schedule").

67 Section 3. Redemption Provisions. The Bonds maturing on September 1, 2024 and  
68 thereafter shall be subject to redemption prior to maturity, at the option of the County, on  
69 September 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in  
70 part, and if in part, from maturities selected by the County and within each maturity, by lot, at the  
71 principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal  
72 specifies that any of the Bonds are subject to mandatory redemption, the terms of such  
73 mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated  
74 herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory  
75 redemption, the principal amount of such Bonds so redeemed shall be credited against the  
76 mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as  
77 the County shall direct.]

78           Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be  
79 executed and delivered in substantially the form attached hereto as Exhibit E and incorporated  
80 herein by this reference.

81           Section 5. Tax Provisions.

82           (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the  
83 principal of and interest on the Bonds as the same becomes due, the full faith, credit and  
84 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of  
85 the taxable property of the County a direct annual irrepealable tax in the years 2016 through  
86 2026 for the payments due in the years 2017 through 2027 in the amounts set forth on the  
87 Schedule.

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

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

100           Section 6. Segregated Debt Service Fund Account.

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

107           Within the debt service fund, there hereby is established a separate and distinct account  
108 designated as the "Debt Service Fund Account for \$14,540,000 General Obligation Refunding  
109 Bonds, Series 2016B, dated September 7, 2016" (the "Debt Service Fund Account") and such  
110 account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or  
111 otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account  
112 (i) all accrued interest received by the County at the time of delivery of and payment for the  
113 Bonds; (ii) any premium not used for the Refunding which may be received by the County above  
114 the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein  
115 levied and any amounts appropriated for the specific purpose of meeting principal of and interest  
116 on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of  
117 and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as

118 specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin  
119 Statutes.

120  
121 (B) Use and Investment. No money shall be withdrawn from the Debt Service  
122 Fund Account and appropriated for any purpose other than the payment of principal of and  
123 interest on the Bonds until all such principal and interest has been paid in full and the Bonds  
124 canceled; provided (i) the funds to provide for each payment of principal of and interest on the  
125 Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be  
126 invested in direct obligations of the United States of America maturing in time to make such  
127 payments when they are due or in other investments permitted by law; and (ii) any funds over  
128 and above the amount of such principal and interest payments on the Bonds may be used to  
129 reduce the next succeeding tax levy, or may, at the option of the County, be invested by  
130 purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or  
131 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes  
132 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service  
133 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform  
134 with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any  
135 applicable Treasury Regulations (the "Regulations").

136  
137 (C) Remaining Monies. When all of the Bonds have been paid in full and  
138 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service  
139 Fund Account shall be transferred and deposited in the general fund of the County, unless the  
140 County Board of Supervisors directs otherwise.

141  
142 Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of  
143 the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and  
144 accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service  
145 Fund Account created above) shall be deposited into a special fund separate and distinct from all  
146 other funds of the County and disbursed solely for the purpose for which borrowed or for the  
147 payment of the principal of and the interest on the Bonds. In no event shall monies in the  
148 Borrowed Money Fund be used to fund operating expenses of the general fund of the County or  
149 of any special revenue fund of the County that is supported by property taxes. In order to  
150 accomplish the Refunding Bond Proceeds shall be transferred to the Escrow Account, as  
151 provided in Section 18 hereof. Monies in the Borrowed Money Fund may be temporarily  
152 invested in Permitted Investments. Any monies, including any income from Permitted  
153 Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds  
154 have been issued has been accomplished, and, at any time, any monies as are not needed and  
155 which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt  
156 Service Fund Account.

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

164 Section 9. Compliance with Federal Tax Laws. (a) The County represents and  
165 covenants that the projects financed by the Bonds and by the Refunded Obligations and the  
166 ownership, management and use of the projects will not cause the Bonds or the Refunded  
167 Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The  
168 County further covenants that it shall comply with the provisions of the Code to the extent  
169 necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable,  
170 the rebate requirements of Section 148(f) of the Code. The County further covenants that it will  
171 not take any action, omit to take any action or permit the taking or omission of any action within  
172 its control (including, without limitation, making or permitting any use of the proceeds of the  
173 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be  
174 an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise  
175 cause interest on the Bonds to be included in the gross income of the recipients thereof for  
176 federal income tax purposes. The County Clerk or other officer of the County charged with the  
177 responsibility of issuing the Bonds shall provide an appropriate certificate of the County  
178 certifying that the County can and covenanting that it will comply with the provisions of the  
179 Code and Regulations.

180  
181 (b) The County also covenants to use its best efforts to meet the requirements and  
182 restrictions of any different or additional federal legislation which may be made applicable to the  
183 Bonds provided that in meeting such requirements the County will do so only to the extent  
184 consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and  
185 to the extent that there is a reasonable period of time in which to comply.

186  
187 Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be  
188 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of  
189 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined  
190 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to  
191 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to  
192 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing  
193 the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but,  
194 unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the  
195 signatures appearing on each Bond shall be a manual signature. In the event that either of the  
196 officers whose signatures appear on the Bonds shall cease to be such officers before the Closing,  
197 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as  
198 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and  
199 directed to do all acts and execute and deliver the Bonds and all such documents, certificates and  
200 acknowledgements as may be necessary and convenient to effectuate the Closing. The County  
201 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements  
202 and contracts in conjunction with the Bonds, including but not limited to agreements and  
203 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate  
204 calculation services. Any such contract heretofore entered into in conjunction with the issuance  
205 of the Bonds is hereby ratified and approved in all respects.

206 Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the  
207 Bonds shall be paid by [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_], which is hereby appointed as the  
208 County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin

209 Statutes] **OR** [the County Clerk or County Treasurer] (the "Fiscal Agent"). [The Fiscal  
210 Agency Agreement between the County and the Fiscal Agent shall be substantially in the form  
211 attached hereto as Exhibit F and incorporated herein by this reference.]

212  
213 Section 12. Persons Treated as Owners; Transfer of Bonds. The County shall cause  
214 books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The  
215 person in whose name any Bond shall be registered shall be deemed and regarded as the absolute  
216 owner thereof for all purposes and payment of either principal or interest on any Bond shall be  
217 made only to the registered owner thereof. All such payments shall be valid and effectual to  
218 satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

227 The County shall cooperate in any such transfer, and the Chairperson and County Clerk  
228 are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

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

234 Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In  
235 order to make the Bonds eligible for the services provided by The Depository Trust Company,  
236 New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the  
237 Blanket Issuer Letter of Representations previously executed on behalf of the County and on file  
238 in the County Clerk's office.

239 Section 15. Payment of Issuance Expenses. The County authorizes the Purchaser to  
240 forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses  
241 to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

242 Section 16. Official Statement. The County Board of Supervisors hereby approves the  
243 Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official  
244 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the  
245 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the  
246 "Rule"). All actions taken by officers of the County in connection with the preparation of such  
247 Preliminary Official Statement and any addenda to it are hereby ratified and approved. In  
248 connection with the Closing, the appropriate County official shall certify the Preliminary Official

249 Statement and any addenda. The County Clerk shall cause copies of the Preliminary Official  
250 Statement and any addenda to be distributed to the Purchaser.

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

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

264 Section 18. Escrow Agent; Escrow Agreement; Escrow Account. Zions Bank, a division  
265 of ZB, National Association, Chicago, Illinois, is hereby appointed escrow agent for the County,  
266 for the purpose of ensuring the payment of the principal of and interest on the Refunded  
267 Obligations (the "Escrow Agent").

268 The Chairperson and County Clerk are hereby authorized and directed to execute an  
269 escrow agreement substantially in the form attached hereto as Exhibit [F/G] (the "Escrow  
270 Agreement") (such form may be modified by said officers prior to execution, the execution of  
271 such agreement by said officers to constitute full approval of the County Board of Supervisors of  
272 any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of  
273 this Resolution.

274 The Bond Proceeds allocable to refunding the Refunded Obligations, other than any  
275 premium not used for the Refunding and accrued interest which shall be deposited in the Debt  
276 Service Fund Account created above, shall be deposited in a refunding escrow account which is  
277 hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of  
278 retaining the required amount of cash, if any, and acquiring the United States obligations  
279 provided for in the Escrow Agreement.

280 Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding  
281 the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service  
282 on the Refunded Obligations shall be abated to the extent such transfer together with investment  
283 earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations,  
284 but such abatement shall not affect the County's pledge of its full faith, credit and resources to  
285 make such payments. The refunding escrow account created by the Escrow Agreement shall  
286 hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The  
287 Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

288           Section 19. SLGS Subscriptions. The Escrow Agent and Ehlers are authorized to submit  
289 subscriptions for United States Treasury Securities - State and Local Government Series and to  
290 purchase other U.S. government securities on behalf of the County in such amount as is  
291 necessary in order to carry out the Refunding.

292  
293           Section 20. Redemption of the Refunded Obligations. The Refunded Obligations are  
294 hereby called for prior payment and redemption on September 1, 2017 at a price of par plus  
295 accrued interest to the date of redemption.

296           The County hereby directs the Escrow Agent appointed above to cause timely notice of  
297 redemption, in substantially the form attached to the Escrow Agreement (the "Notice"), to be  
298 provided at the times, to the parties and in the manner set forth on the Notice.

299           Section 21. Record Book. The County Clerk shall provide and keep the transcript of  
300 proceedings as a separate record book (the "Record Book") and shall record a full and correct  
301 statement of every step or proceeding had or taken in the course of authorizing and issuing the  
302 Bonds in the Record Book.

303           Section 22. Bond Insurance. If the Purchaser determines to obtain municipal bond  
304 insurance with respect to the Bonds, the officers of the County are authorized to take all actions  
305 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are  
306 authorized to agree to such additional provisions as the bond insurer may reasonably request and  
307 which are acceptable to the Chairperson and County Clerk including provisions regarding  
308 restrictions on investment of Bond proceeds, the payment procedure under the municipal bond  
309 insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds  
310 by the bond insurer and notices to be given to the bond insurer. In addition, any reference  
311 required by the bond insurer to the municipal bond insurance policy shall be made in the form of  
312 Bond provided herein.

313            Section 23. Conflicting Resolutions; Severability; Effective Date. All prior resolutions,  
314 rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the  
315 provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so  
316 conflict. In the event that any one or more provisions hereof shall for any reason be held to be  
317 illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The  
318 foregoing shall take effect immediately upon adoption and approval in the manner provided by  
319 law.

320            Adopted, approved and recorded August 16, 2016.

321

322

323

324

\_\_\_\_\_  
Gregg Moore  
Chairperson

325    ATTEST:

326

327    Janet K. Loomis  
328    County Clerk

(SEAL)

329

**DRAFT**

APPROVED BY  
CORPORATION COUNSEL  
AS TO FORM

Reviewed by Finance Dept.  
for Fiscal Impact

EXHIBIT A

Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on September 1, \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on September 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____ (maturity)
____	_____

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____ (maturity)
____	_____

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____ (maturity)
____	_____

For the Term Bonds Maturing on September 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ _____
____	_____ (maturity)
____	_____

EXHIBIT E  
(Form of Bond)

REGISTERED NO. R- \_\_\_\_\_ UNITED STATES OF AMERICA STATE OF WISCONSIN EAU CLAIRE COUNTY DOLLARS \$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING BOND, SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP: September 1, \_\_\_\_\_ September 7, 2016 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS (\$ \_\_\_\_\_)

FOR VALUE RECEIVED, Eau Claire County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [\_\_\_\_\_, \_\_\_\_\_] OR [the County Clerk or County Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$14,540,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the purpose of paying the cost of refunding certain outstanding obligations of the County, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on July 19, 2016 and August 16, 2016. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Bonds maturing on September 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the County, on September 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to 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.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds 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 Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds 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 Bonds shall no longer be deemed to be outstanding.

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

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

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

EAU CLAIRE COUNTY, WISCONSIN

By: \_\_\_\_\_  
Gregg Moore  
Chairperson

By: \_\_\_\_\_  
Janet K. Loomis  
County Clerk

(SEAL)

DRAFT

[Date of Authentication: \_\_\_\_\_, \_\_\_\_\_]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of Eau Claire County, Wisconsin.

\_\_\_\_\_,  
\_\_\_\_\_,  
By \_\_\_\_\_  
Authorized Signatory

DRAFT

ASSIGNMENT

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

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

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

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

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

Signature Guaranteed:

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

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

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

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

[EXHIBIT F

Fiscal Agency Agreement

(See Attached)]

DRAFT

EXHIBIT [F/G]

Escrow Agreement

(See Attached)

DRAFT

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 7th day of September, 2016 by and between Eau Claire County, Wisconsin (the "County") and Zions Bank, a division of ZB, National Association, Chicago, Illinois, a national banking association with trust powers (the "Escrow Agent").

### RECITALS

The County has duly issued General Obligation Building Bonds, Series 2008B, dated April 1, 2008 (the "Prior Issue").

The County has duly authorized and sold and is delivering this day its \$14,540,000 General Obligation Refunding Bonds, Series 2016B, dated September 7, 2016 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund the 2018 through 2027 maturities of the Prior Issue (hereinafter the portion of the Prior Issue being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the County's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the County Board of Supervisors entitled: "Resolution Authorizing the Issuance and Sale of \$14,540,000 General Obligation Refunding Bonds, Series 2016B" (the "Resolution") adopted by the County Board of Supervisors of the County on August 16, 2016.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. Escrow Deposit. Concurrently with the execution of this Agreement, the County has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow Agent, \$ \_\_\_\_\_ being the proceeds of the Refunding

Obligations [(the "Bond Proceeds") and \$ \_\_\_\_\_ from funds of the County (the "Funds") for a total of \$ \_\_\_\_\_.]

The foregoing, along with earnings and interest thereon, shall be held and disposed of by the Escrow Agent only in accordance with this Agreement. The County represents and warrants that the foregoing, if held, invested and disposed of by the Escrow Agent in accordance with this Agreement, will be sufficient, without the need for any further investment or reinvestment, to make all payments required under this Agreement. The Escrow Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.

2. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it by this Agreement.

3. Application of Escrow Deposit. There is hereby created by the County and ordered established with the Escrow Agent an account hereby designated, "Eau Claire County Escrow Account" (the "Escrow Account").

The Escrow Agent shall deposit the amount described above in the Escrow Account to be used as follows:

a) \$ \_\_\_\_\_ to be used to purchase the United States Treasury Certificates of Indebtedness, Notes and/or Bonds - State and Local Government Series ("SLGs"), described on the attached Exhibit B-1, pay for the SLGs from monies in the Escrow Account and hold the SLGs in the Escrow Account; [(\$ \_\_\_\_\_ from Bond Proceeds and \$ \_\_\_\_\_ from Funds);]

b) \$ \_\_\_\_\_ to be used to establish a beginning cash balance in the Escrow Account [(\$ \_\_\_\_\_ from Bond Proceeds and \$ \_\_\_\_\_ from Funds)];

c) \$ \_\_\_\_\_ to be used to pay the Issuance Expenses set forth on the attached Exhibit C-1, which the Escrow Agent is hereby authorized to pay as outlined in the Closing Memorandum, and

d) \$ \_\_\_\_\_ to be disbursed to the County upon receipt, for deposit into the Debt Service Fund for the Refunding Obligations.

Except as set forth in Section 8 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the SLGs, and the Escrow Agent shall not sell or otherwise dispose of the SLGs.

[In addition to the foregoing, the Escrow Agent is hereby directed to reinvest excess investment proceeds accruing in the years \_\_\_\_\_ to \_\_\_\_\_ in SLGs as follows:

<u>Amount</u>	<u>Interest Rate</u>	<u>Reinvestment Date</u>	<u>Maturity Date</u>
\$ _____	0.00%	_____	_____
_____	0.00	_____	_____

The Escrow Agent is hereby directed to submit the subscription for these SLGs on behalf of the County, at least seven (7) days in advance of the date of reinvestment (or such other period of time in advance of the date of reinvestment as is then required by law or regulation) and such subscription shall be in accordance with then applicable law and regulations. The County will cooperate with the Escrow Agent as necessary to allow any subscriptions to be made as described herein.

If SLGs with an interest rate of 0.00% are not available at the time such Escrow Account monies are to be reinvested, the Escrow Agent is hereby directed to reinvest such Escrow Account monies on behalf of the County in direct obligations of the United States of America ("U.S. Government Obligations"), or hold such monies uninvested, as directed by the County, upon the Escrow Agent's receipt, at the expense of the County, of (i) an opinion of the bond counsel for the Refunding Obligations or other nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such transaction would not cause any of the Refunded Obligations or any of the Refunding Obligations to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the income tax regulations thereunder (the "Regulations") and (ii) a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. Government Obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purposes, be sufficient at all times to pay, when due, the principal of and interest on the Refunded Obligations. ]

The Escrow Account cash flow [ (taking into account any reinvestments) ] prepared by the Accountant defined below is set forth on Exhibit D-1.

Except [ for the foregoing or ] as set forth in Section 8 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1 by depositing such amounts with The Depository Trust Company or any successor depository or registered owner on or before the dates set forth on attached Exhibit A-1 setting forth the dates such amounts are due.

Barthe & Wahrman, a firm of independent accountants (the "Accountant"), has delivered to the County, the Escrow Agent, Ehlers & Associates, Inc., any bond insurer for the Refunding Obligations, any bond insurer for the Refunded Obligations, and Quarles & Brady LLP, for their purposes, a report stating that the firm has reviewed the arithmetical accuracy of certain

computations based on assumptions relating to the sufficiency of forecasted net cash flow from the United States government securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay the principal of and interest (if any) on the Refunded Obligations when due as described on Exhibit A-1. Based upon the summarized data presented in its report and the assumption that the principal and interest payments on the United States government securities are deposited in the Escrow Account when due, in its opinion, the proceeds from the United States government securities, plus any initial cash deposit will be sufficient for the timely payment of principal and interest, when due, on the Refunded Obligations.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the County. Upon receipt of such notice, the County shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

4. Redemption of the Refunded Obligations. Pursuant to the Resolution, the County has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing notice (in substantially the form attached hereto as Exhibit E-1) in the manner and at the times set forth on Exhibit E-1, and the Escrow Agent hereby agrees to give such notice.

5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees within ten business days after the closing for the Refunding Obligations to provide a Notice of Advance Refunding and Redemption, in substantially the form attached hereto as Exhibit F-1, to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations, and to any others as described in Exhibit F-1.

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the County a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year, regarding the manner in which it has carried out the requirements of this Agreement. The County shall have the right, at any time during business hours, to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

b) Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not

commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the County, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the County. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the County to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the County shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any fiscal agent of any of its obligations, or to protect any of the County's rights under any bond proceeding or any of the County's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the County.

d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the County. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

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

e) Fees. The Escrow Agent acknowledges receipt from the County of the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the County as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The County has covenanted and agreed and the Escrow Agent hereby covenants and agrees, to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the **if Reinvestment Section stays in, use this option** [Code or any Regulations promulgated or proposed thereunder] **OR if Reinvestment Section is deleted, use this option** [Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").]

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Sections 3 and 8 hereof. Said prohibition on reinvestment shall continue unless and until the County requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the County shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to

the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the County, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the County, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The County hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

9. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the County and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the County or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the County and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and

observance by the County and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the County for deposit in the account designated "Debt Service Fund Account for \$14,540,000 General Obligation Refunding Bonds, Series 2016B, dated September 7, 2016" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the County's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The County agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Governing Law. This Escrow Agreement shall be construed, interpreted and governed by and under the laws of the State of Wisconsin.

f) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified or registered mail, postage prepaid addressed as follows:

If to the County:  
Eau Claire County  
Attention: County Clerk  
721 Oxford Avenue  
Eau Claire, WI 54703

If to the Escrow Agent:  
Zions Bank, a division of ZB, National Association  
111 West Washington Street  
Suite 1860  
Chicago, IL 60602

Any party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to the Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing.

g) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

EAU CLAIRE COUNTY, WISCONSIN

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

Gregg Moore  
Chairperson

(SEAL)

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

Janet K. Loomis  
County Clerk

ZIONS BANK, A DIVISION OF ZB, NATIONAL  
ASSOCIATION,  
CHICAGO, ILLINOIS, as Escrow Agent

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

(SEAL)

(Refunded Obligations)

EXHIBIT A-1

EAU CLAIRE COUNTY, WISCONSIN  
GENERAL OBLIGATION BUILDING BONDS, SERIES 2008B  
DATED APRIL 1, 2008

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
---------------------	-------------------------	----------------------	------------------------	-------------------------------------

(See Attached)

DRAFT

\* The 2018-2027 maturities will be called for prior payment at 100% on September 1, 2017 and are the only portion of the Prior Issue subject to the terms of this Escrow Agreement.

Depository:

The Depository Trust Company  
New York, New York

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery September 7, 2016

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Cost</u>
-------------	----------------------	-------------------	--------------------	-------------

(See Attached Subscription Forms)

DRAFT

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent,  
Zions Bank, a division of ZB, National Association,  
Chicago, Illinois \$ \_\_\_\_\_

Escrow Verification,  
Barthe & Wahrman \_\_\_\_\_

Legal Opinion,  
Quarles & Brady LLP, Milwaukee, Wisconsin \_\_\_\_\_

Rating Fee,  
Moody's Investors Service Inc.,  
New York, New York \_\_\_\_\_

Financial Advisor,  
Ehlers & Associates, Inc. \_\_\_\_\_

Fiscal Agent,  
\_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_

Total: \$ \_\_\_\_\_

**DRAFT**

EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

DRAFT

EXHIBIT E-1

NOTICE OF FULL CALL\*

Regarding

EAU CLAIRE COUNTY, WISCONSIN  
GENERAL OBLIGATION BUILDING BONDS, SERIES 2008B  
DATED APRIL 1, 2008

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the County for prior payment on September 1, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/18	\$1,145,000	4.00%	278407GK1
09/01/19	1,190,000	4.25	278407GL9
09/01/20	1,240,000	4.50	278407GM7
09/01/21	1,285,000	4.50	278407GN5
09/01/22	1,330,000	4.50	278407GP0
09/01/23	1,390,000	5.00	278407GQ8
09/01/24	1,455,000	5.00	278407GR6
09/01/25	1,510,000	5.00	278407GS4
09/01/26	1,575,000	5.00	278407GT2
09/01/27	1,650,000	5.00	278407GU9

The County shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before September 1, 2017.

Said Bonds will cease to bear interest on September 1, 2017.

By Order of the  
County Board of Supervisors  
Eau Claire County  
County Clerk

Dated \_\_\_\_\_

\* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to September 1, 2017 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

EXHIBIT F-1\*

NOTICE OF ADVANCE REFUNDING AND REDEMPTION  
OF THE GENERAL OBLIGATION BUILDING BONDS, SERIES 2008B, DATED APRIL 1, 2008  
OF EAU CLAIRE COUNTY, WISCONSIN (THE "BONDS")

Notice is given that the Bonds described below (the "Refunded Obligations"), of Eau Claire County, Wisconsin (the "County") have been advance refunded by the County pursuant to an Escrow Agreement dated the 7th day of September, 2016 between the County and Zions Bank, a division of ZB, National Association, Chicago, Illinois (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
09/01/18	\$1,145,000	4.00%	278407GK1**
09/01/19	1,190,000	4.25	278407GL9**
09/01/20	1,240,000	4.50	278407GM7**
09/01/21	1,285,000	4.50	278407GN5**
09/01/22	1,330,000	4.50	278407GP0**
09/01/23	1,390,000	5.00	278407GQ8**
09/01/24	1,455,000	5.00	278407GR6**
09/01/25	1,510,000	5.00	278407GS4**
09/01/26	1,575,000	5.00	278407GT2**
09/01/27	1,650,000	5.00	278407GU9**

The County has instructed the Escrow Agent to call the Refunded Obligations for redemption on September 1, 2017. The County has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay interest on the Refunded Obligations until September 1, 2017 and to redeem the Refunded Obligations on September 1, 2017 at a price of par plus accrued interest to September 1, 2017. Interest on the Refunded Obligations will cease to accrue on September 1, 2017.

Dated: September 7, 2016.

ZIONS BANK, A DIVISION OF ZB,  
 NATIONAL ASSOCIATION,  
 as Escrow Agent

\* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

\*\* Indicates refunding of full CUSIP.

APPROVED BY  
 CORPORATION C  
 AS TO FORM