



MARATHON COUNTY HUMAN RESOURCES, FINANCE & PROPERTY COMMITTEE MEETING AGENDA

Date & Time of Meeting: **Thursday, November 14, 2019; 6:30 p.m.**

Meeting Location: **Marathon County Courthouse, Room C149 Employee Resources Conference Room 500 Forest Street, Wausau WI 54403**

Members: EJ Stark, Chair; Bill Miller, Vice-Chair; Tim Buttke, John Durham, Kurt Gibbs, Yee Leng Xiong, Jeff Zriny

Marathon County Mission Statement: Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly, or in cooperation with other public and private partners, provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business. (Last updated: 12/20/05)

Human Resources, Finance & Property Committee Mission/Purpose: Provide leadership for the implementation of the County Strategic Plan, monitoring outcomes, reviewing and recommending to the County Board policies related to the human resources initiatives, finance and property of the County.

1. Call to Order-Please silence your cellphones
2. Public Comment Period-15 minutes
3. Operational Functions required by Statute, Ordinance, or Resolution:
 - A. Discussion and Possible Action by Committee to Forward to the County Board for its consideration
 1. Resolution Awarding the Sale of \$9,590,000 General Obligation Promissory Notes, Series 2019A- Postponed from November 11, 2019
4. Announcements:
Next Meeting Date-November 18, 2019 at 3:00 p.m.
5. Adjourn

Any person planning to attend this meeting who needs some type of special accommodation in order to participate should call the County Clerk's Office at 715 261-1500 or e-mail infomarathon@mail.co.marathon.wi.us one business day before the meeting.

Faxed to: Wausau Daily Herald
Faxed to: City Pages
Faxed to: Record Review
Faxed by/time: K Palmer 11/12/2019 12:15 pm
Posted to the County Website:

SIGNED EJ STARK/s/K Palmer
Presiding Officer or Designee

NOTICE POSTED AT THE COURTHOUSE

By/Date/Time: K Palmer 11/12/2019 12:15pm

www.co.marathon.wi.us

NOTICE POSTED AT CITY HALL WAUSAU, WI

NOTICE POSTED AT THE WAUSAU MAIN LIBRARY

11/12/19



Marathon County, WI

Day of Sale Presentation

\$9,500,000 General Obligation Promissory Notes, Series 2019A

Presented November 14, 2019

- Finance Committee 6:30 PM
- County Board of Supervisors 7:00 PM

PFM Financial
Advisors LLC

115 South 84th Street
Suite 315
Milwaukee, WI 53214

414-771-2700
www.pfm.com



Purpose and Authorization of 2019A GO Promissory Notes

The County Board adopted the following Initial Resolutions for the issuances of bonds/notes for the following projects included in the 2019 GO Promissory Notes:

- September 19, 2017: Warm Water Therapy Pool project not to exceed \$3,400,000
- June 19, 2018: North Central Health Care projects not to exceed \$67,000,000
- February 19, 2019: CIP Projects not to exceed \$2,295,000
- October 22, 2019: Jail Improvement Project not to exceed \$2,700,000

The County Board passed the set sale resolution authorizing the issuance of G.O. Promissory Notes in the amount of \$9,590,000.

Reimbursement Resolutions were passed for all four projects.



Moody's Investors Service Rating

Moody's affirms the County's Aa1 rating

- ◆ The second highest rating offered
- ◆ Represents a strong economy and superb financial management / fiscal positioning

Credit Strengths:

- ◆ Stable operating environment with ample fund balance and liquidity
- ◆ Conservative budgeting practices
- ◆ Low debt burden, including outstanding debt, pension and OPEB liabilities
- ◆ Growing tax base

Credit challenges:

- ◆ State imposed levy limits
- ◆ Authorized future borrowings



Results of Sale

At 10:00 AM this morning, PFM received bids for the County's GO Promissory Notes, Series 2019A. A total of five (5) bids were received. A summary is as follows:

Bidder	Bidder Location	True Interest Cost (TIC)
FHN Financial Capital Markets	Memphis, TN	1.746515%
Piper Jaffray	Minneapolis, MN	1.807167%
Robert W. Baird & Co., Inc.	Milwaukee, WI	1.832240%
BOK Financial Securities	Dallas, TX	1.824270%
Hutchinson, Shockey, Erley & Co.	Chicago, IL	1.841595%

For the County to award the bonds to the winning firm, FHN Financial Capital Markets, the Board will need to pass

***“Resolution Awarding the Sale of
\$9,500,000 General Obligation Promissory Notes,
Series 2019A”***



Plan of Finance Including 2019A Actual Sale Results

<u>Fiscal Year</u>	General Obligation Promissory Notes, Series 2018A	General Obligation Promissory Notes, Series 2019A			Total General Obligation Debt Service Payable from General Fund
	<u>Debt Service</u>	<u>Principal</u>	<u>Interest</u>	<u>Debt Service</u>	<u>Total</u>
2019	\$ 1,585,002	\$ -	\$ -	\$ -	\$ 1,585,002
2020	1,584,875	-	124,556	124,556	1,709,431
2021	1,496,500	-	190,000	190,000	1,686,500
2022	-	1,300,000	177,000	1,477,000	1,477,000
2023	-	1,325,000	150,750	1,475,750	1,475,750
2024	-	1,355,000	123,950	1,478,950	1,478,950
2025	-	1,380,000	96,600	1,476,600	1,476,600
2026	-	1,005,000	72,750	1,077,750	1,077,750
2027	-	1,025,000	52,450	1,077,450	1,077,450
2028	-	1,045,000	31,750	1,076,750	1,076,750
2029	-	1,065,000	10,650	1,075,650	1,075,650
2030	-	-	-	-	-
Total	\$ 3,081,375	\$ 9,500,000	\$ 1,030,456	\$ 10,530,456	\$ 13,611,831

CREDIT OPINION

8 November 2019



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Marathon (County of) WI

Update to credit analysis

Summary

The credit profile of [Marathon County](#) (Aa1) is highlighted by its consistent operating performance that has resulted in the maintenance of a sound fund balance and liquidity. We expect the continuation of management's conservative budgeting practices that routinely achieves structurally positive operations, allowing for the transfer of excess revenue to cash flow a portion of its annual capital improvement plan (CIP). Although this practice has resulted in a low county debt burden, the county board of supervisors has recently adopted a resolution authorizing up to \$67 million in general obligation (GO) debt for capital upgrades at county-owned health and human services facilities. The planned debt, along with the county's enterprise risk, are its key credit challenges. Balancing these issues are the county's growing tax base, average socioeconomic characteristics, and relatively low post-employment benefit burden.

On November 8, 2019 we assigned a Aa1 rating to the county's General Obligation Promissory Notes, Series 2019A which will be used to finance the various capital projects within the county including portions of its 2019 CIP, improvements to the county jail facility, and projects associated with its North Central Health Care (NCHC) campus.

Credit strengths

- » Stable operating environment that has supported ample fund balance and liquidity
- » Low combined leverage of outstanding debt, pension, and OPEB liabilities

Credit challenges

- » State imposed levy limits restrict the county's revenue enhancing authority
- » Authorized future borrowings for upgrades to the county-owned HCSC campus

Rating outlook

Outlooks are typically not assigned to local governments with this amount of debt.

Factors that could lead to an upgrade

- » Significant tax base expansion coupled with materially strengthened wealth and income indices

Factors that could lead to a downgrade

- » Material tax base contraction and/or diminished wealth and income indices

- » Sustained narrowing of operating fund balance and liquidity
- » Weakness in enterprise funds that require governmental support

Key indicators

Exhibit 1

Marathon (County of) WI	2014	2015	2016	2017	2018
Economy/Tax Base					
Total Full Value (\$000)	\$9,670,069	\$9,852,983	\$10,156,245	\$10,590,162	\$11,054,104
Population	134,886	135,177	135,367	135,293	135,293
Full Value Per Capita	\$71,691	\$72,889	\$75,027	\$78,276	\$81,705
Median Family Income (% of US Median)	100.3%	100.2%	99.3%	102.0%	102.0%
Finances					
Operating Revenue (\$000)	\$85,478	\$86,528	\$88,406	\$86,126	\$88,891
Fund Balance (\$000)	\$44,849	\$44,053	\$44,526	\$43,451	\$44,318
Cash Balance (\$000)	\$46,845	\$46,701	\$47,407	\$46,366	\$47,328
Fund Balance as a % of Revenues	52.5%	50.9%	50.4%	50.5%	49.9%
Cash Balance as a % of Revenues	54.8%	54.0%	53.6%	53.8%	53.2%
Debt/Pensions					
Net Direct Debt (\$000)	\$14,989	\$15,109	\$13,042	\$10,926	\$12,603
3-Year Average of Moody's ANPL (\$000)	\$63,691	\$98,684	\$139,976	\$156,264	\$170,340
Net Direct Debt / Full Value (%)	0.2%	0.2%	0.1%	0.1%	0.1%
Net Direct Debt / Operating Revenues (x)	0.2x	0.2x	0.1x	0.1x	0.1x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	0.7%	1.0%	1.4%	1.5%	1.5%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	0.7x	1.1x	1.6x	1.8x	1.9x

[1] Economy measures are based on data from the most recent year available.

Sources: Moody's Investors Service, US Census Bureau, Marathon County audited financial statements

Profile

Marathon County encompasses nearly 1,600 square miles in north central [Wisconsin](#) (Aa1 stable), approximately 140 miles north of [Madison](#) (Aaa negative), and 90 miles northwest of [Green Bay](#) (Aa3). The county includes all or portions of 6 cities, including [Wausau](#) (Aa3) the county seat, 16 villages, and 40 towns. The county is governed by a 38-member Board of Supervisors and provides municipal services for an estimated 135,293 residents.

Detailed credit considerations

Economy and tax base: broad tax base serves as regional economic center

The county's tax base is likely to remain stable given its role as a regional economic center which has contributed to seven consecutive years of full value growth. Currently valued at a large \$11.6 billion, the county's tax base has grown at an average annual rate of 3.8% since 2014. The base is primarily comprised of residential (64% of 2019 full value) and commercial (22%) property, with a small amount of agricultural (5%) and forest (4%) real estate as well. Historically, the county's economy was centered in the lumber, wood and paper industry. The economy has since diversified and currently has a significant health care and retail presence. The top ten largest taxpayers make up a modest 2.9% of full valuation, signifying low tax base concentration. The county's largest taxpayer and employer is Wausau Hospital, which comprises 0.5% of the tax base and employs 3,120.

The county's socioeconomic profile closely matches national medians, including a median family income that is estimated at 102% of the US. Median home value is estimated at 76.3% of national levels, indicating a relatively low cost of living. Demographically the county is demonstrating negligible growth, which combined with an aging population may limit long-term economic expansion. The

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annual unemployment rate for the county has been lower than the national rate over the past decade, currently standing at 2.5% in September 2019, as compared to 3.3% for the nation as a whole.

Financial operations and reserves: conservative budgeting sustains robust fund balance and liquidity

The county's strong financial management points to the high likelihood that it will retain healthy reserves for the foreseeable future. Revenue in the county's governmental operating funds (general, social improvement, and debt service funds) consistently exceed operating expenses, allowing management to make annual transfers for capital expenses. As such, the county's year-end available operating fund balance has not fluctuated much in the last five years, ranging from a high of \$44.8 million (52.5% of revenue) to a low of \$44.1 million (50.9%). In fiscal 2018, the county added \$867,000 to its available operating fund balance following a net transfer out of \$4.7 million to support its annual CIP and employee benefit fund. For fiscal 2019 (year-end December 31), management has budgeted for a \$653,000 surplus to the general fund, and a transfer of \$1.8 million out to support the annual CIP. Management is currently in the process of constructing the fiscal 2020 budget and indicates no desire to materially spend down its currently ample fund balance.

The county's primary revenue streams are property taxes (47.4% of fiscal 2018 operating revenue), followed by sales taxes (19.1%), and state aid (14.1%). Wisconsin cities and counties are currently subject to levy limits which limit property tax growth to net new construction only. The county currently levies at its maximum allowable rate. Sales tax collections have grown by 4.2% on average over the last five years and were budgeted to grow to a record \$13 million in fiscal 2019. State shared revenue is unlikely to materially grow.

The county operates two business-type enterprise funds and oversees two discretely presented component enterprise units. Business-type funds are highlighted by the county's highway fund which ended the fiscal 2018 year with an unrestricted net position of \$40.4 million, as compared to an annual operating expense of \$12.2 million. The component units include the Central Wisconsin Airport fund and North Central Health Care (NCHC) fund that are each self-supporting and maintain adequate liquidity. The Central Wisconsin Airport is jointly owned by Marathon and Portage counties. The airport fund held an unrestricted net position of \$2.5 million at the close of fiscal 2018, and another \$1.3 million of accumulated passenger facility charges is available for authorized projects. The NCHC is a partnership between [Langlade](#) (Aa3), Lincoln, and Marathon counties to provide various mental health and nursing home services. It is a privately run facility, though the counties jointly own the enterprise. The healthcare fund closed fiscal 2018 with an unrestricted net position of \$23.3 million, as compared to annual operating expenses of \$70.2 million. The NCHC in particular represents moderate enterprise exposure risk given the scale of its operations relative to the size of the county's governmental operations. However, the NCHC is currently operating smoothly, with revenue exceeding expenditures by \$3.2 million in fiscal 2018.

LIQUIDITY

The county's liquidity is strong. Marathon closed fiscal 2018 with \$73.7 million in unrestricted cash and investments across its governmental funds, including \$47.3 million in operating cash. Business funds held \$45.6 million in combined unrestricted cash and component units held \$27.9 million.

Debt and pensions: debt burden expected to rise, modest exposure to unfunded benefit liabilities

The county's low debt burden, which has been a key credit strength, is likely to materially rise over the near term. Credit pressure associated with anticipated debt is balanced against the county's modest exposure to unfunded pension and other post-employment healthcare benefits (OPEB). The county is currently in the process of marketing \$9.6 million in bonds backed by its general obligation unlimited tax (GOULT) pledge to finance the various capital projects. Following the offering, the county's debt burden will stand at a modest 0.2% of full value and 0.2x operating revenue. In addition to the upcoming bonds, the county anticipates issuing \$3 million in bonds in 2020 for various projects, as well as \$67 million over the next three years to finance comprehensive improvements to its NCHC campus. Debt service on future NCHC debt is likely to be paid by revenue generated by the facility.

DEBT STRUCTURE

Following the upcoming bond sale, the county's debt portfolio will consist of \$18.4 million of long-term, fixed rate GOULT bonds and notes, as well as a small amount of capital loans. GOULT debt includes \$5.9 million in bonds paid from airport revenues. Payout of principal is fast with nearly 100% to be retired over the next ten years.

The county's modest fixed costs are a credit strength. In fiscal 2018, the county's fixed costs, inclusive of debt service and retiree plan contributions, totaled \$6.5 million, or a low 7.4% of operating revenue.

DEBT-RELATED DERIVATIVES

The county has no exposure to any debt related derivative financial products.

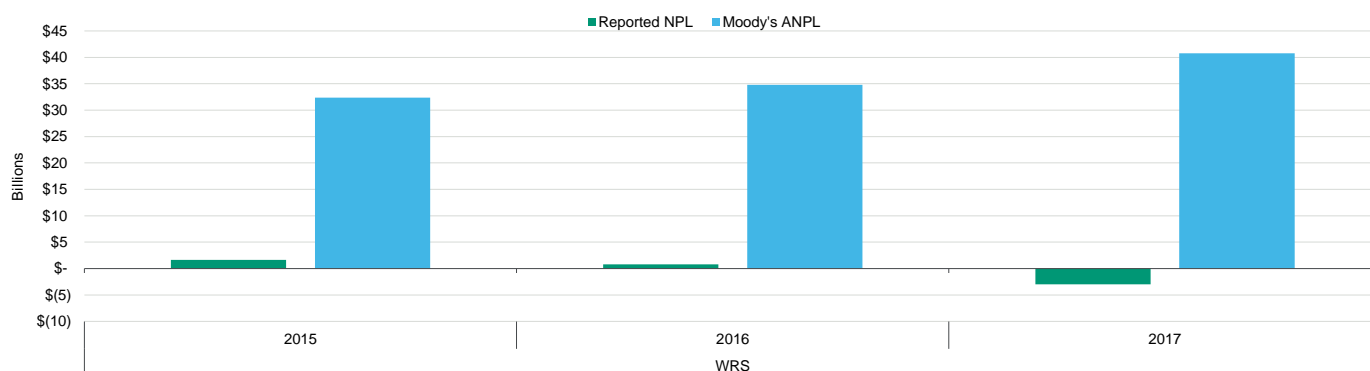
PENSIONS AND OPEB

The county participates in the Wisconsin Retirement System (WRS), a statewide cost-sharing plan. Contributions are determined using a level contribution actuarial method in an effort to keep employer and employee contribution rates at a level percentage of payroll over time, and are set at 100% of the plan's funding requirement. As a result, WRS remains one of the best funded public employee retirement systems in the country, with statewide employer contributions to WRS in 2017 totaling 107.7% of the amount needed to tread water.¹

The county's adjusted net pension liability (ANPL) was \$193.2 million in 2018, up from \$150 million in 2015, bringing the three-year average to \$170.3 million, or 1.5% of full value and 1.9x operating revenue. Growth in the Moody's ANPL has been driven largely by falling market discount rates, however the plan's NPL has benefited from strong investment performance in recent years, with WRS reported a net pension asset as of fiscal 2017 (see exhibit 2). Moody's ANPL reflects the use of a market-based discount rate to value pension liabilities rather than the assumed rate of investment return on plan assets. In comparison, the county reported a net pension asset of \$14.1 million in fiscal 2018, based on the plan's 7.2% discount rate.

Exhibit 2

Wisconsin Retirement System remains well-funded on a reported basis



Source: State of Wisconsin

The county OPEB liabilities do not pose a material credit risk. The OPEB liability reflects an implicit rate subsidy for a small number of retirees who pay to remain on the county's health plan and is funded on a pay-as-you-go basis. As the most recent actuarial valuation date, the net adjusted OPEB liability totaled \$969,000.

Management and governance: moderate institutional framework, conservative county management

Wisconsin counties have an Institutional Framework score of "A", which is moderate. The sector's major revenue source, property tax revenue, is subject to a cap which limits increases to amounts represented by net new construction growth. However, counties may implement a 0.5% sales tax, which diversifies operating revenue. Revenues and expenditures tend to be predictable. Across the sector, fixed and mandated costs are generally moderate.

County management has indicated that it is committed to maintaining structurally positive operations within its core governmental operating funds, with the goal of annually transferring over excess revenue to support ongoing CIP projects. This practice allows the county to moderate its long-term debt burden while still providing ample reserve buffer against unexpected budgetary pressures.

Rating methodology and scorecard factors

The US Local Government General Obligation Debt methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 3

Marathon (County of) WI

Rating Factors	Measure	Score
Economy/Tax Base (30%) ^[1]		
Tax Base Size: Full Value (in 000s)	\$11,639,161	Aa
Full Value Per Capita	\$86,029	Aa
Median Family Income (% of US Median)	102.0%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	49.9%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	-2.7%	Baa
Cash Balance as a % of Revenues	53.2%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	-0.6%	Baa
Notching Factors: ^[2]		
Outsized Enterprise or Contingent Liability Risk		Down
Other Analyst Adjustment to Finances Factor: Overly punitive operating trends.		Up
Management (20%)		
Institutional Framework	A	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.0x	A
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	0.2%	Aaa
Net Direct Debt / Operating Revenues (x)	0.2x	Aaa
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.5%	Aa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.9x	A
	Scorecard-Indicated Outcome	Aa2
	Assigned Rating	Aa1

[1] Economy measures are based on data from the most recent year available.

[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.

[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs publication.

Sources: Moody's Investors Service, US Census Bureau, Marathon County audited financial statements

Endnotes

1 Employer contributions that tread water equal the sum of current year service cost and interest on reported net pension liabilities at the start of the year, using reported actuarial assumptions. If plan assumptions are met exactly, contributions equal to the tread water indicator will prevent the reported net pension liabilities from growing. Net liabilities may decrease or increase in a given year because of factors other than the contribution amount, such as investment performance that exceeds or falls short of a plan's assumed rate of return.

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Japan	81-3-5408-4100
EMEA	44-20-7772-5454

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF
\$9,500,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2019A

WHEREAS, on September 19, 2017, the County Board of Supervisors of Marathon County, Wisconsin (the "County") adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation bonds in an amount not to exceed \$3,400,000 for the public purpose of financing the construction and equipping of a new warm water therapy pool at the North Central Health Care Facility ("NCHC") located in the County;

WHEREAS, on June 19, 2018, the County Board of Supervisors adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation bonds or promissory notes in an amount not to exceed \$67,000,000 for the public purpose of financing NCHC Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus;

WHEREAS, on February 19, 2019 the County Board of Supervisors adopted an initial resolution, by a vote of at least 3/4 of the members-elect, authorizing the issuance of general obligation promissory notes in an amount not to exceed \$2,295,000 for the public purpose of financing 2019 Capital Improvement Plan projects, including County highway projects, acquisition of highway equipment and equipment for the Sheriff's department, improvements to County buildings and park and recreation projects;

WHEREAS, on October 22, 2019, the County Board of Supervisors adopted an initial resolution authorizing the issuance of general obligation promissory notes in an amount not to exceed \$2,700,000 for the public purpose of financing emergency repairs at the Marathon County Jail;

WHEREAS, the initial resolutions described above are collectively referred to herein as the "Initial Resolutions", and the projects authorized by the Initial Resolutions are collectively referred to herein as the "Project";

WHEREAS, on October 22, 2019, the County Board of Supervisors of the County also adopted a resolution (the "Set Sale Resolution"), providing that a portion of the general obligation bond and promissory note issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of general obligation promissory notes designated as "General Obligation Promissory Notes, Series 2019A" (the "Notes") for the purpose of paying costs of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the County directed PFM Financial Advisors LLC ("PFM") to take the steps necessary to sell the Notes;

WHEREAS, PFM, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on November 14, 2019;

WHEREAS, the County Clerk (in consultation with PFM) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

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

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

WHEREAS, it has now been determined to issue the Notes authorized by the Initial Resolutions in the principal amount of \$9,500,000 consisting of \$2,120,000 for the warm water therapy pool; \$2,445,000 for NCHC Master Facility Plan projects; \$2,260,000 for 2019 Capital Improvement Plan projects; and \$2,675,000 for emergency repairs at the County Jail.

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

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

Section 1A. Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2019A"; shall be issued in the aggregate principal amount of \$9,500,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any

integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on February 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on February 1 and August 1 of each year commencing on August 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes are not subject to optional redemption.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2019 through 2028 for the payments due in the years 2020 through 2029 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2019A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

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

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

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

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

Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

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

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

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

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

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

Adopted, approved and recorded November 14, 2019.

Kurt Gibbs
Chairperson

ATTEST:

Kim Trueblood
County Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

OFFICIAL NOTICE OF SALE

\$9,590,000*
Marathon County, Wisconsin
General Obligation Promissory Notes, Series 2019A
Dated Date of Delivery

Date, Time and Place. SEALED AND ELECTRONIC BIDS will be received by PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, financial advisor acting on behalf of Marathon County, Wisconsin (the "County"), for all but not part of the County's \$9,590,000* General Obligation Promissory Notes, Series 2019A, dated Date of Delivery (the "Notes"), until 10:00 a.m. (Central Time) on:

November 14, 2019

at which time sealed bids will be opened, electronic bids retrieved and all bids publicly read. Sealed bids should be mailed or delivered to the offices of PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, or faxed to (414) 771-1041, and plainly marked "Bid for Marathon County \$9,590,000* General Obligation Promissory Notes, Series 2019A." Electronic bids must be submitted through Parity®. A meeting of the County Board of the Supervisors will be held on said date for the purpose of taking action on such bids as may be received.

Terms of the Notes. The Notes will be dated Date of Delivery and will mature February 1 in the years and amounts as follows:

MATURITY SCHEDULE

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2022	\$1,245,000	2026	\$1,025,000
2023	1,290,000	2027	1,065,000
2024	1,340,000	2028	1,100,000
2025	1,385,000	2029	1,140,000

Interest on said Notes will be payable semi-annually on February 1 and August 1, commencing August 1, 2020.

No Term Bond Option. Proposals for the Notes may not contain a maturity schedule providing for term bonds.

Optional Redemption. The Notes are not subject to optional redemption.

Registration. The Notes will be issued as fully registered notes without coupons and, when issued, will be registered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). The County will assume no liability for failure of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Notes. In the event that the securities depository relationship with DTC for the Notes is terminated

* Preliminary, subject to change.

and the County does not appoint a successor depository, the County will prepare, authenticate and deliver, at its expense, fully registered certificated Notes in the denomination of \$5,000 or any integral multiple thereof in the aggregate principal amount of Notes of the same maturities and with the same interest rate or rates then outstanding to the beneficial owners of the Notes.

Security and Purpose. The Notes are general obligations of the County. The principal of and interest on the Notes will be payable from ad valorem taxes, which shall be levied without limitation as to rate or amount upon all taxable property located in the territory of the County. The Notes will be issued to finance North Central Health Care facility projects and Capital Improvement Plan projects of the County and to pay the costs of issuing the Notes.

Bank Qualified. The Notes will be "Qualified Tax-Exempt Obligations" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Bid Specifications. Bids shall be received on an interest rate basis in an integral multiple of One-Twentieth (1/20) or One-Eighth (1/8) of One Percent (1%). Any number of rates may be bid, but no interest rate specified for any maturity may be lower than the interest rate specified for any earlier maturity. All Notes of the same maturity shall bear the same interest rate. A rate of interest must be named for each maturity; a zero rate of interest shall not be named; and the premium, if any, must be paid in cash as part of the purchase price. No supplemental interest shall be specified. Each bid shall offer to purchase all of the Notes and shall offer a price (payable in federal or other immediately available funds) which is not less than \$9,494,100 (99.0% of par), nor more than \$9,781,800 (102.0% of par), plus accrued interest to the date of delivery; provided that, if the purchaser obtains bond insurance with respect to the Notes, the amount of premium included in the purchase price may not exceed an amount equal to 2% of the principal amount of the Notes minus the amount of the bond insurance premium."

Establishment of the Issue Price. The successful bidder shall assist the County in establishing the issue price of the Notes and shall execute and deliver to the County prior to Closing a certificate acceptable to Bond Counsel setting forth the reasonably expected initial public offering price to the public (the "Initial Public Offering Price"), or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications.

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

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

In the event the County receives less than three bids that conform to the parameters contained herein such that the competitive sale requirements are not satisfied, the County intends to treat the initial public offering price to the public of each maturity of the Notes as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). Consequently, bidders should assume for purposes of making its bid that, if the competitive sale requirements described above are not met, and less than 10% of any maturity has been sold to the public at the initial public offering price, as of the sale date, the bidder will be required to comply with the hold-the-offering-price rule described below. The County will advise the apparent winning bidder within one hour of receipt of bids if the hold-the-offering-price rule will apply as to any maturities for which less than 10% has been sold to the public on the sale date at the initial public offering price to the public ("the 10% test"). The winning bidder shall notify the County on the sale date as to any maturities for which the 10% test has been met, and shall apply the hold-the-offering-price rule to all other maturities. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the County.

By submitting a bid, the successful bidder shall, on behalf of the underwriters participating in the purchase of the Notes, (i) confirm that the underwriters have offered or will offer each maturity of the Notes to the public on or before the date that the Notes are awarded by the County to the successful bidder ("Sale Date") at the initial public offering price set forth in the bid submitted by the winning bidder, and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell any maturity of the Notes to any person at a price that is higher than the initial public offering price for such maturity during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth business day after the Sale Date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial public offering price for such maturity.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial public offering price if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

The County acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the Notes of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder and in the related pricing wires; and

(ii) any agreement among underwriters relating to the sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to:

(A) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and

(B) comply with the hold-the-offering-price rule, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),

(iii) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date the Notes are awarded by the County to the winning bidder.

Good Faith Deposit. A good faith deposit in the amount of NINETY FIVE THOUSAND NINE HUNDRED DOLLARS (\$95,900) is only required by the successful bidder for the Notes. The successful bidder for the Notes is required to submit such Good Faith Deposit payable to the order of the County in the form of a wire transfer in federal funds. Instructions for wiring the Good Faith Deposit are as follows:

Amount:	\$95,900
Details:	Email PFM for details at hansonk@pfm.com

The successful bidder shall submit the Good Faith Deposit within two hours after verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the County the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the County may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Notes to the same. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the County the sum of \$95,900 as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Notes serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the County until the delivery of the Notes, at which time the Good Faith Deposit will be applied against the purchase price of the Notes or the good faith deposit will be retained by the County as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Notes in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the County. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Notes.

Insurance on Notes. In the event the successful bidder obtains a bond insurance policy for all or a portion of the Notes, by or on behalf of it or any other member of its underwriting group, the successful bidder is responsible for making sure that disclosure information is provided about the credit enhancement provider (for example, through a wrapper to the Official Statement). The County will cooperate with the successful bidder in this manner. The costs of obtaining any bond insurance policy and the costs of providing disclosure information about the credit enhancement provider shall be paid by the successful bidder. In addition, the successful bidder will be required, as a condition for delivery of the Notes, to certify that the premium will be less than the present value of the interest expected to be saved as a result of such insurance.

Electronic Bidding. The County assumes no responsibility or liability for electronic bids. If any provisions in this Official Notice of Sale conflict with information provided by Parity®, this Official Notice of Sale shall control. Further information about the electronic bidding service providers, including any fee charged and applicable requirements, may be obtained from:

Parity®/IPREO
1359 Broadway, 2nd Floor
New York, New York 10018
(212) 849-5021 phone

Award. All bids received shall be considered at a meeting of the County Board of Supervisors to be held on the bidding date and, unless all bids are rejected, the Notes shall be awarded during the County Board meeting on said date to the best bidder whose proposal shall result in the lowest true interest cost rate to the County. The true interest cost is computed as the discount rate which, when used with semiannual compounding to determine the present worth of the principal and interest payments as of the date of the Notes, produces an amount equal to the purchase price. If two or more bids provide the same lowest true interest rate, the County shall determine which proposal shall be accepted, and such determination shall be final. A computation by the bidder of such true interest cost rate contained in any bid shall be for information only and shall not constitute a part of the bid. The purchaser shall pay accrued interest from the date of the Notes to the date of delivery and payment of the purchase price.

Delivery. The Notes will be delivered in typewritten form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, securities depository of the Notes for the establishment of book-entry accounts at the direction of the successful bidder, within approximately 45 days after the award. Payment at the time of delivery must be made in federal or other immediately available funds. In the event delivery is not made within 45 days after the date of the sale of the Notes, the successful bidder may, prior to tender of the Notes, at its option, be relieved of its obligation under the contract to purchase the Notes and its good faith check shall be returned, but no interest shall be allowed thereon. Delivery of the Notes is currently anticipated to be on or about December 5, 2019.

Legal Opinion. The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel.

CUSIP Numbers. The County will assume no obligation for the assignment of CUSIP numbers on the Notes or for the correctness of any numbers printed thereon. The County will permit such numbers to be assigned and printed at the expense of the original purchaser, but neither the failure to print such numbers on any Notes nor any error with respect thereto will constitute cause for failure or refusal by the original purchaser to accept delivery of the Notes.

Official Statement. Upon the sale of the Notes, the County will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after such date, the County will provide the successful bidder with up to 25 copies of the final Official Statement without cost. The successful bidder agrees to supply to the County all necessary pricing information and any underwriter identification necessary to complete the final Official Statement within 24 hours after the award of Notes.

Certification Regarding Official Statement. The County will deliver, at closing, a certificate, executed by appropriate officers of the County acting in their official capacities, to the effect that the facts contained in the Official Statement relating to the County and the Notes are true and correct in all material respects, and that the Official Statement does not contain any untrue

statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Undertaking to Provide Continuing Disclosure. In order to assist bidders in complying with SEC Rule 15c2-12, as amended, the County will covenant to undertake (pursuant to a Resolution to be adopted by the Board of the County), to provide annual reports and timely notice of certain events for the benefit of holders of the Notes. The details and terms of the undertaking are set forth in a Continuing Disclosure Certificate to be executed and delivered by the County, a form of which is included in the Preliminary Official Statement and in the final Official Statement.

Transcript of Proceedings. A transcript of the proceedings relative to the issuance of the Notes will be furnished to the successful bidder without cost, including a Closing Certificate stating that there is no litigation pending or threatened affecting the validity of or the security for the Notes.

Irregularities. The County Board of Supervisors reserves the right to reject any and all bids and to waive any and all irregularities.

Information. The Preliminary Official Statement can be viewed electronically at www.i-dealprospectus.com or copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to the County's financial advisor, PFM Financial Advisors LLC, 115 South 84th Street, Suite 315, Milwaukee, Wisconsin 53214, Attention: Kristin Hanson, phone (414) 771-2700, or to the undersigned:

Kristi Palmer - Finance Director
Marathon County, Wisconsin
500 Forest St
Wausau, WI 54403
Phone: (715) 261-1172

* * * * *

EXHIBIT B

Bid Tabulation

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)



115 South 84th Street 414 771-2700
 Suite 315 414 771-1041 fax
 Milwaukee, WI 53214 www.pfm.com

TABULATION OF BIDS

Marathon County, Wisconsin

\$9,590,000*

General Obligation Promissory Notes, Series 2019A

Sale: November 14, 2019

Award: FHN Financial Capital Markets

Name of Bidder	(February 1) Maturity	Amount*	Rate	Yield	Price	Net Interest Cost	True Interest Rate (TIC)*
FHN Financial Capital Markets					\$ 9,715,919.25	\$ 930,116.31	1.746516 %
	2022	\$1,245,000	2.000%	1.350%			
	2023	1,290,000	2.000%	1.400%			
	2024	1,340,000	2.000%	1.450%			
	2025	1,385,000	2.000%	1.500%			
	2026	1,025,000	2.000%	1.600%			
	2027	1,065,000	2.000%	1.700%			
	2028	1,100,000	2.000%	1.800%			
	2029	1,140,000	2.000%	1.900%			
Piper Jaffray					\$ 9,685,549.00	\$ 960,486.56	1.807167 %
Robert W. Baird & Co., Inc.					\$ 9,778,283.95	\$ 972,124.94	1.813224 %
BOK Financial Securities, Inc.					\$ 9,771,051.20	\$ 976,181.86	1.824727 %
Hutchinson, Shockey, Erley & Co.					\$ 9,781,800.00	\$ 998,605.83	1.841595 %

*Subsequent to bid opening, the par amount decreased to \$9,500,000.00. The bid price was changed to \$9,625,273.06, resulting in a true interest cost of 1.741761%.

EXHIBIT C

Winning Bid

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

BID FORM

**Marathon County, Wisconsin
\$9,590,000*
General Obligation Promissory Notes, Series 2019A**

(Electronic bids are also accepted via Parity® – See Official Notice of Sale)

**Marathon County, Wisconsin
c/o PFM Financial Advisors LLC (Fax: 414/771-1041)**

Sale Date: November 14, 2019

For all or none of the principal amount of the County's \$9,590,000* General Obligation Promissory Notes, 2019A, legally issued and as described in the Official Notice of Sale, we will pay the County the purchase price of \$9,715,919.25 plus accrued interest, if any, on the total principal amount of the Notes to date of delivery, provided the Notes bear the following interest rates:

<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>	<u>Year</u>	<u>Amount*</u>	<u>Rate</u>	<u>Yield</u>
2022	\$1,245,000	2.000%	1.350%	2026	\$1,025,000	2.000%	1.600%
2023	1,290,000	2.000%	1.400%	2027	1,065,000	2.000%	1.700%
2024	1,340,000	2.000%	1.450%	2028	1,100,000	2.000%	1.800%
2025	1,385,000	2.000%	1.500%	2029	1,140,000	2.000%	1.900%

The Notes mature on February 1 in each of the years as indicated above and interest is payable February 1 and August 1 of each year, commencing August 1, 2020. The Notes are not subject to optional redemption.

In making this offer, we accept the terms and conditions as defined in the Official Notice of Sale published in the Preliminary Official Statement dated November 8, 2019. All blank spaces of this offer are intentional and are not to be construed as an omission.

Our good faith deposit in the amount of \$95,900 will be wired in federal funds to the County within two hours after verbal award is made according to the Official Notice of Sale.

NOT PART OF THE BID Explanatory Note: According to our computation this bid involves the following: \$ 930,116.31
Net Interest Cost 1.746516 %
True Interest Rate (TIC)

Respectfully submitted,

Account Manager

FHN Financial Capital Markets


The foregoing offer is hereby accepted by and on behalf of Marathon County, Wisconsin, this 14th day of November, 2019.

Kurt Gibbs, Chairperson

Kim Trueblood, County Clerk

*Subsequent to bid opening, the par amount decreased to \$9,500,000.00. The bid price was changed to \$9,625,273.06, resulting in a true interest cost of 1.741761%.

EXHIBIT D-1

Pricing Summary

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

BOND PRICING

**Marathon County, Wisconsin
General Obligation Promissory Notes, Series 2019A
Final based upon bid from FHN Financial Capital Markets**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Bond Component:						
	02/01/2022	1,300,000	2.000%	1.350%	101.375	17,875.00
	02/01/2023	1,325,000	2.000%	1.400%	101.845	24,446.25
	02/01/2024	1,355,000	2.000%	1.450%	102.209	29,931.95
	02/01/2025	1,380,000	2.000%	1.500%	102.470	34,086.00
	02/01/2026	1,005,000	2.000%	1.600%	102.335	23,466.75
	02/01/2027	1,025,000	2.000%	1.700%	102.012	20,623.00
	02/01/2028	1,045,000	2.000%	1.800%	101.509	15,769.05
	02/01/2029	1,065,000	2.000%	1.900%	100.835	8,892.75
		9,500,000				175,090.75

Dated Date	12/05/2019	
Delivery Date	12/05/2019	
First Coupon	08/01/2020	
Par Amount	9,500,000.00	
Premium	175,090.75	
Production	9,675,090.75	101.843061%
Underwriter's Discount	-49,817.69	-0.524397%
Purchase Price	9,625,273.06	101.318664%
Accrued Interest		
Net Proceeds	9,625,273.06	

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PFM Financial Advisors LLC and incorporated into the Resolution.

(See Attached)

BOND DEBT SERVICE

**Marathon County, Wisconsin
General Obligation Promissory Notes, Series 2019A
Final based upon bid from FHN Financial Capital Markets**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
08/01/2020			124,555.56	124,555.56	
12/31/2020					124,555.56
02/01/2021			95,000.00	95,000.00	
08/01/2021			95,000.00	95,000.00	
12/31/2021					190,000.00
02/01/2022	1,300,000	2.000%	95,000.00	1,395,000.00	
08/01/2022			82,000.00	82,000.00	
12/31/2022					1,477,000.00
02/01/2023	1,325,000	2.000%	82,000.00	1,407,000.00	
08/01/2023			68,750.00	68,750.00	
12/31/2023					1,475,750.00
02/01/2024	1,355,000	2.000%	68,750.00	1,423,750.00	
08/01/2024			55,200.00	55,200.00	
12/31/2024					1,478,950.00
02/01/2025	1,380,000	2.000%	55,200.00	1,435,200.00	
08/01/2025			41,400.00	41,400.00	
12/31/2025					1,476,600.00
02/01/2026	1,005,000	2.000%	41,400.00	1,046,400.00	
08/01/2026			31,350.00	31,350.00	
12/31/2026					1,077,750.00
02/01/2027	1,025,000	2.000%	31,350.00	1,056,350.00	
08/01/2027			21,100.00	21,100.00	
12/31/2027					1,077,450.00
02/01/2028	1,045,000	2.000%	21,100.00	1,066,100.00	
08/01/2028			10,650.00	10,650.00	
12/31/2028					1,076,750.00
02/01/2029	1,065,000	2.000%	10,650.00	1,075,650.00	
12/31/2029					1,075,650.00
	9,500,000		1,030,455.56	10,530,455.56	10,530,455.56

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- _____ STATE OF WISCONSIN \$ _____
MARATHON COUNTY
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2019A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
February 1, _____, 2019 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Marathon 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 February 1 and August 1 of each year commencing on August 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$9,500,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purposes of financing the construction and equipping of a new warm water therapy pool at the North Central Health Care Facility ("NCHC") located in the County (\$2,120,000); NCHC Master Facility Plan projects, including the design and construction of building additions, renovations and landscaping to the NCHC Center and Mount View Care Center campus (\$2,445,000); 2019 Capital Improvement Plan projects, including County highway projects, acquisition of highway

equipment and equipment for the Sheriff's department, improvements to County buildings and park and recreation projects (\$2,260,000); and emergency repairs at the Marathon County Jail (\$2,675,000), as authorized by resolutions adopted on September 19, 2017, June 19, 2018, February 19, 2019, October 22, 2019 and November 14, 2019. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

This Note is not subject to optional redemption.

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 irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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 after the Record Date. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

IN WITNESS WHEREOF, Marathon 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.

MARATHON COUNTY, WISCONSIN

By: _____
Kurt Gibbs
Chairperson

(SEAL)

By: _____
Kim Trueblood
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

COPY

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

(Authorized Officer)