

RESOLUTION APPROVING 2014 TRUNKED RADIO SYSTEM CONTRACT ADDENDUM
AND AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION PROMISSORY
NOTE TO WAUKESHA COUNTY TO PAY INFRASTRUCTURE COSTS OF THE NEW
DIGITAL RADIO SYSTEM

WHEREAS, Waukesha County, Wisconsin (the "County") constructed a county-wide 800 MHz analog trunked radio system (the "Analog System") in 2000 in order to provide interoperable voice communications to all public safety and municipal governments in the County;

WHEREAS, the terms of operation and financing of the Analog System were set forth in a Trunked Radio Services Agreement (the "Agreement") which was entered into by and among the County, the Town of Delafield (the "Municipality") and all of the other municipalities in Waukesha County;

WHEREAS, the Analog System needs to be replaced with a new digital system (the "Digital System") due to changing technology and in order to maintain system reliability;

WHEREAS, the County, the Municipality and the other municipalities participating in the Analog System also entered into a Trunked Radio System Contract Addendum in 2008 (the "2008 Addendum"), which addressed funding for the Digital System;

WHEREAS, pursuant to the 2008 Addendum, the Municipality and the other municipalities participating in the Analog System each prepaid for a portion of the anticipated infrastructure costs of the Digital System (the "Prepaid Amount"), and the County established a reserve to segregate and account for member prepayments and the interest accrued thereon;

WHEREAS, the terms of operation and financing of the Digital System are set forth in the 2014 Trunked Radio System Contract Addendum attached hereto as Exhibit A (the "2014 Addendum") to be entered into by and among the County, the Municipality and the other municipalities who are to participate in the Digital System;

WHEREAS the Municipality is in need of the sum of Nineteen thousand seven hundred twenty Dollars (\$19,720.00) to pay its share of the infrastructure costs of the Digital System, which amount represents the portion of the cost of the Digital System that is allocable to the Municipality, determined in accordance with the infrastructure formula set forth in the 2014 Addendum, reduced by the Municipality's portion of the Prepaid Amount; and

WHEREAS, the Board of the Municipality (the "Governing Body") deems it necessary and in the best interest of the Municipality that the monies needed for such purpose be borrowed by issuing a general obligation promissory note to the County pursuant to the provisions of Section 67.12(12), Wis. Stats., upon the terms and conditions hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Municipality, that:

Section 1. Approval of 2014 Addendum. The 2014 Addendum in substantially the form attached hereto as Exhibit A is hereby approved and the officers of the Municipality are authorized and directed to execute the 2014 Addendum. All other terms of the Agreement and the 2008 Addendum not affected by the 2014 Addendum shall remain in effect.

Section 2: Issuance of Note. The Municipality shall sell and deliver its \$19,720.00 General Obligation Promissory Note (Digital Radio System) (the "Note") to the County for the purpose of paying the Municipality's share of the infrastructure costs of the Digital System.

Section 3. The Note. The President (the "Chief Executive Officer") and Municipal Clerk shall make, execute and deliver the Note to the County, for and on behalf of the Municipality. The Note shall be a negotiable, general obligation promissory note of the Municipality, issued as a single note and shall mature in installments on February 15 in the years and principal amounts as follows:

<u>Year</u>	<u>Amount</u>
2015	\$2,465.00
2016	2,465.00
2017	2,465.00
2018	2,465.00
2019	2,465.00
2020	2,465.00
2021	2,465.00
2022	2,465.00

The installments of the Note shall bear interest at the rate of 0% per annum.

At the option of the Municipality, the installments of the Note shall be subject to prepayment at any time. Said installments shall be payable, as a whole or from time to time in part.

Section 4. Form of Note. The Note shall be in substantially the form set forth on Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of the Note as the same becomes due, the full faith, credit and resources of the Municipality are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Municipality a direct annual irrepealable tax in the years 2014 through 2021 for the payments due in the years 2015 through 2022 in the amounts set forth in Section 3 above.

(B) Tax Collection. So long as any part of the principal of the Note remains unpaid, the Municipality 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 Note, said tax shall be, from year to year, carried onto the tax roll of the Municipality and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Municipality 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 payments on said Note when due, the requisite amounts shall be paid from other funds of the Municipality 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 Municipality, 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 Municipality 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 Note (Digital Radio System)" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. The Municipal Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the Municipality at the time of delivery of and payment for the Note; (ii) any premium which may be received by the Municipality above the par value of the Note 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 the Note when due; (iv) such other sums as may be necessary at any time to pay principal of the Note 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 the Note until all such principal has been paid in full and the Note canceled; provided (i) the funds to provide for each payment of principal of the Note 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 payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the Municipality, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent

For the prompt payment of this Note and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

This Note is issued by the Municipality pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying a portion of the infrastructure costs of a new county-wide digital trunked radio system, all as authorized by a resolution of the Town of Delafield duly adopted by said governing body at a meeting held on 11/25, 2014. Said resolution is recorded in the official minutes of the Town Board for said date.

At the option of the Municipality, the installments of this Note are subject to prepayment at any time. Said installments are repayable, as a whole or from time to time in part.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The Municipality may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and for all other purposes, and the Municipality shall not be affected by notice to the contrary.

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 Municipality, including this Note, 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 when and as payable.

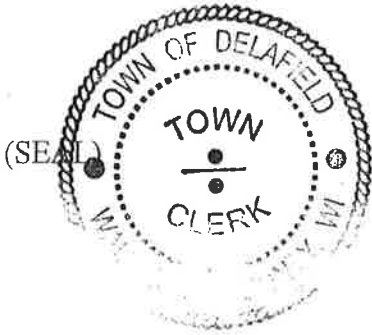
No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the 25th of November, ²⁰¹⁴ Waukesha 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 Chief Executive Officer and Municipal Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

Town OF Delafield
WAUKESHA COUNTY, WISCONSIN

By: [Signature]
Town Chairman

By: [Signature]
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)

(Registered Owner)

(Authorized Officer)

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

Section 67.09, Wisconsin Statutes provides that the Municipal Clerk of the Municipality when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the Municipal Clerk of the Municipality should be notified and a copy of this Assignment should be sent to the Municipal Clerk of the Municipality for his or her records.