

July 13, 2010

RESOLUTION NO. 2010-14-S

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE
AUTHORIZING THE ISSUANCE AND SALE OF
\$2,140,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2010B
(RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of Racine County, Wisconsin (the "County") to raise funds for public purposes, including financing eligible costs for qualified economic development purposes, consisting of capital projects included in the County's 2010 budget, specifically, the Racine Harbor-South Breakwater Outer Leg Repair project and the following road improvement projects: the Heritage Road to CTH-W project, the USH-45 to I-94 project and the STH-11 to CTH-A project (the "Projects"), and there are insufficient funds on hand to pay said costs;

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

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

WHEREAS, the County has directed its financial advisor, Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell its general obligation promissory notes (the "Notes") to pay costs of the Projects;

WHEREAS, Baird, 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 July 13, 2010;

WHEREAS, the County Clerk (in consultation with Baird) 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. Baird has recommended that the County accept the Proposal. A copy of said

1 Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and
2 incorporated herein by this reference;

3 WHEREAS, pursuant to Resolution No. 2009-44 adopted on August 11, 2009, the
4 County Board of Supervisors designated all of the territory within the boundaries of the County
5 as a "recovery zone" for purposes of the American Recovery and Reinvestment Act of 2009 (the
6 "Stimulus Act");

7 WHEREAS the expenditures on the Projects will promote development and economic
8 activity in the County and constitute eligible costs for "qualified economic development
9 purposes" pursuant to the Stimulus Act;

10 WHEREAS, it is the finding of the County Board of Supervisors that it is desirable and in
11 the best interest of the County to take the steps necessary to irrevocably designate the Notes to be
12 qualified "Recovery Zone Economic Development Bonds" within the meaning of Subsection
13 1400U-2(b) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations
14 promulgated thereunder by the U.S. Department of the Treasury (the "Regulations") so that the
15 County may claim refundable credits with respect to each interest payment on the Notes, payable
16 to the County by the Secretary of the United States Department of the Treasury ("Treasury"); and

17 WHEREAS, because the County Board of Supervisors will designate the Notes to be
18 qualified Recovery Zone Economic Development Bonds, a category of Build America Bonds,
19 the interest on the Notes will be includible in gross income for federal income tax purposes under
20 Subsection 54AA(f)(1) of the Code.

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

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

30 Section 1B. Award of the Notes. The Proposal of the Purchaser offering to purchase the
31 Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, is
32 hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County
33 are authorized and directed to execute an acceptance of the Proposal on behalf of the County.
34 The good faith deposit of the Purchaser shall be retained by the County Treasurer until the
35 closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be
36 promptly returned. The Notes bear interest at the rates set forth on the Proposal.

37 Section 2. Terms of the Notes. The Notes shall be designated "Taxable General
38 Obligation Promissory Notes, Series 2010B (Recovery Zone Economic Development Bonds)";
39 shall be issued in the aggregate principal amount of \$2,140,000; shall be dated August 3, 2010;
40 shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1

1 and upward; and shall bear interest at the rates per annum and mature on June 1 of each year, in
2 the years and principal amounts as set forth on the Pricing Summary attached hereto as
3 Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on
4 June 1 and December 1 of each year commencing on June 1, 2011. Interest shall be computed
5 upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the
6 rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest
7 payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit
8 D-2 and incorporated herein by this reference (the "Schedule").

9 Section 3. Redemption Provisions. The Notes maturing on June 1, 2019 and thereafter
10 shall be subject to redemption prior to maturity, at the option of the County, on June 1, 2018 or
11 on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from
12 maturities selected by the County and within each maturity, by lot, at the principal amount
13 thereof, plus accrued interest to the date of redemption.

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

17 Section 5. Tax Provisions.

18 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the
19 principal of and interest on the Notes as the same becomes due, the full faith, credit and
20 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of
21 the taxable property of the County a direct annual irrepealable tax in the years 2010 through
22 2019 for the payments due in the years 2011 through 2020 in the amounts set forth on the
23 Schedule.

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

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

36
37 Section 6. Segregated Debt Service Fund Account.

38
39 (A) Creation and Deposits. There be and there hereby is established in the
40 treasury of the County, if one has not already been created, a debt service fund, separate and
41 distinct from every other fund, which shall be maintained in accordance with generally accepted

1 accounting principles. Debt service or sinking funds established for obligations previously
2 issued by the County may be considered as separate and distinct accounts within the debt service
3 fund.

4
5 Within the debt service fund, there hereby is established a separate and distinct account
6 designated as the "Debt Service Fund Account for \$2,140,000 Taxable General Obligation
7 Promissory Notes, Series 2010B (Recovery Zone Economic Development Bonds), dated
8 August 3, 2010" (the "Debt Service Fund Account") and such account shall be maintained until
9 the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County
10 Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the
11 County at the time of delivery of and payment for the Notes; (ii) any premium which may be
12 received by the County above the par value of the Notes and accrued interest thereon; (iii) all
13 money raised by the taxes herein levied and any amounts appropriated for the specific purpose of
14 meeting principal of and interest on the Notes when due; (iv) such other sums as may be
15 necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies
16 in the Borrowed Money Fund as specified below; (vi) all Direct Payments (defined below)
17 received by the County; and (vii) such further deposits as may be required by Section 67.11,
18 Wisconsin Statutes.

19
20 (B) Use and Investment. No money shall be withdrawn from the Debt Service
21 Fund Account and appropriated for any purpose other than the payment of principal of and
22 interest on the Notes until all such principal and interest has been paid in full and the Notes
23 canceled; provided (i) the funds to provide for each payment of principal of and interest on the
24 Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be
25 invested in direct obligations of the United States of America maturing in time to make such
26 payments when they are due or in other investments permitted by law; and (ii) any funds over
27 and above the amount of such principal and interest payments on the Notes may be used to
28 reduce the next succeeding tax levy, or may, at the option of the County, be invested by
29 purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or
30 in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes
31 ("Permitted Investments"), which investments shall continue to be a part of the Debt Service
32 Fund Account. Any investment of the Debt Service Fund Account shall at all times conform
33 with the provisions of the Code and any applicable Regulations.

34
35 (C) Remaining Monies. When all of the Notes have been paid in full and
36 canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service
37 Fund Account shall be transferred and deposited in the general fund of the County, unless the
38 County Board of Supervisors directs otherwise.

39
40 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of
41 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be
42 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)
43 shall be deposited into a special fund separate and distinct from all other funds of the County and
44 disbursed solely for the purposes for which borrowed or for the payment of the principal of and
45 the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund
46 operating expenses of the general fund of the County or of any special revenue fund of the

1 County that is supported by property taxes. Monies in the Borrowed Money Fund may be
2 temporarily invested in Permitted Investments. Any monies, including any income from
3 Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the
4 Notes have been issued have been accomplished, and, at any time, any monies as are not needed
5 and which obviously thereafter cannot be needed for such purposes shall be deposited in the
6 Debt Service Fund Account.

7 Section 8. Qualified Recovery Zone Economic Development Bond Designation;
8 Allocation of Recovery Zone Bond Volume Cap to the Notes; Compliance with Federal Tax
9 Laws and Prevailing Wage Requirements. (a) The Notes are hereby irrevocably designated
10 qualified Recovery Zone Economic Development Bonds within the meaning of Subsection
11 1400U-2(b) of the Code. The County hereby allocates to the Notes the remaining \$2,140,000 of
12 volume cap for Recovery Zone Economic Development Bonds received by it pursuant to Section
13 1400U-1(a)(3) of the Code and Internal Revenue Service Notice 2009-50. The County's total
14 allocation for Recovery Zone Economic Development Bonds was \$6,475,000, and the County
15 previously issued its \$4,335,000 General Obligation Promissory Notes (Recovery Zone
16 Economic Development Bonds) dated September 15, 2009.

17
18 (b) The County hereby covenants to comply with the requirements of Section 1400U-
19 2 of the Code and Section 54AA of the Code (to the extent applicable). The County represents
20 that all Note Proceeds, less costs of issuance financed with such Note Proceeds (which costs
21 shall be in an amount not to exceed 2% of such Note Proceeds) plus all income from temporary
22 Permitted Investments with respect to such Note Proceeds ("Available Project Proceeds") shall
23 be used only for a "qualified economic development purpose" as defined in Subsection 1400U-
24 2(c) of the Code. The County acknowledges that among the requirements for the Notes to
25 qualify and continue to qualify as qualified Recovery Zone Economic Development Bonds is
26 that the Notes, but for their qualified Recovery Zone Economic Development Bond designation,
27 would be tax-exempt for federal income tax purposes, and hence that the requirements of the
28 Code and Regulations regarding tax-exempt obligations apply to the Notes. The County hereby
29 covenants to comply with such requirements.

30
31 (c) The County thus further represents and covenants that the projects financed by the
32 Notes and their ownership, management and use will not cause the Notes to be "private activity
33 bonds" within the meaning of Section 141 of the Code. The County further covenants that it
34 shall comply with the provisions of the Code to the extent necessary to maintain the qualified
35 Recovery Zone Economic Development Bond status of the Notes including, if applicable, the
36 rebate requirements of Section 148(f) of the Code. The County further covenants that it will not
37 take any action, omit to take any action or permit the taking or omission of any action within its
38 control (including, without limitation, making or permitting any use of the proceeds of the Notes)
39 if taking, permitting or omitting to take such action would cause any of the Notes to be an
40 arbitrage bond or a private activity bond within the meaning of the Code or would otherwise
41 cause the Notes to lose their status as qualified Recovery Zone Economic Development Bonds
42 within the meaning of Subsection 1400U-2(b) of the Code and the Regulations. The County
43 Clerk or other officer of the County charged with the responsibility of issuing the Notes shall
44 provide an appropriate certificate of the County certifying that the County can and covenanting
45 that it will comply with the provisions of the Code and Regulations.

1 (d) The County also covenants to use its best efforts to meet the requirements and
2 restrictions of any different or additional federal legislation which may be made applicable to the
3 Notes provided that in meeting such requirements the County will do so only to the extent
4 consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and
5 to the extent that there is a reasonable period of time in which to comply.
6

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

14 (f) The County further covenants and agrees that it will comply with the federal
15 Davis Bacon prevailing wage requirements (as determined by the Secretary of the United States
16 Department of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United
17 States Code) in connection with the Projects to the extent those requirements are applicable to
18 the County by virtue of the issuance of the Notes.

19 Section 9. Qualified Recovery Zone Economic Development Bonds - Application for
20 Direct Payments to the County. The County shall claim available refundable credits from the
21 Treasury with respect to each interest payment on the Notes as provided under Subsection
22 1400U-2(a) of the Code and Section 6431 of the Code ("Direct Payments"). The Fiscal Agent
23 (defined below) is hereby authorized and directed to take all necessary actions on behalf of the
24 County to apply for the receipt by the County of such Direct Payments, including the timely
25 filing of necessary Internal Revenue Service forms and information returns for that purpose
26 and/or submitting requests electronically if and as the Treasury establishes an electronic platform
27 in connection with its direct payment procedures. All Direct Payments received by the County
28 shall be promptly deposited in the Debt Service Fund Account and used for no other purpose
29 than as provided in Section 6 of this Resolution.

30 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be
31 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of
32 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined
33 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to
34 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to
35 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing
36 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless
37 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the
38 signatures appearing on each Note shall be a manual signature. In the event that either of the
39 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,
40 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as
41 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and
42 directed to do all acts and execute and deliver the Notes and all such documents, certificates and
43 acknowledgements as may be necessary and convenient to effectuate the Closing. The County
44 hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements

1 and contracts in conjunction with the Notes, including but not limited to agreements and
2 contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate
3 calculation services. Any such contract heretofore entered into in conjunction with the issuance
4 of the Notes is hereby ratified and approved in all respects.

5 Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the
6 Notes shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").
7

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

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

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

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

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

34 Section 15. Official Statement. The County Board of Supervisors hereby approves the
35 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official
36 Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the
37 Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the
38 "Rule"). All actions taken by officers of the County in connection with the preparation of such
39 Preliminary Official Statement and any addenda to it or Final Official Statement are hereby
40 ratified and approved. In connection with the Closing, the appropriate County official shall
41 certify the Preliminary Official Statement and any addenda or Final Official Statement. The

1 County Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final
2 Official Statement to be distributed to the Purchaser.

3 Section 16. Undertaking to Provide Continuing Disclosure. The County hereby
4 covenants and agrees, for the benefit of the owners of the Notes, to enter into a written
5 undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain
6 financial information and operating data and timely notices of the occurrence of certain events in
7 accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or
8 by the Purchaser on behalf of such owners (provided that the rights of the owners and the
9 Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of
10 the obligations thereunder and any failure by the County to comply with the provisions of the
11 Undertaking shall not be an event of default with respect to the Notes).

12 The County Clerk, or other officer of the County charged with the responsibility for
13 issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript
14 of proceedings, setting forth the details and terms of the County's Undertaking.

15 Section 17. Record Book. The County Clerk shall provide and keep the transcript of
16 proceedings as a separate record book (the "Record Book") and shall record a full and correct
17 statement of every step or proceeding had or taken in the course of authorizing and issuing the
18 Notes in the Record Book.

19 Section 18. Bond Insurance. If the Purchaser of the Notes determines to obtain
20 municipal bond insurance with respect to the Notes, the officers of the County are authorized to
21 take all actions necessary to obtain such municipal bond insurance. The Chairperson and County
22 Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably
23 request and which are acceptable to the Chairperson and County Clerk including provisions
24 regarding restrictions on investment of Note proceeds, the payment procedure under the
25 municipal bond insurance policy, the rights of the bond insurer in the event of default and
26 payment of the Notes by the bond insurer and notices to be given to the bond insurer. In
27 addition, any reference required by the bond insurer to the municipal bond insurance policy shall
28 be made in the form of Note provided herein.

29

1 Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions,
2 rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the
3 provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so
4 conflict. In the event that any one or more provisions hereof shall for any reason be held to be
5 illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The
6 foregoing shall take effect immediately upon adoption and approval in the manner provided by
7 law.

8
9 Respectfully submitted,

10
11 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

12
13 2nd Reading _____

14
15 BOARD ACTION

Robert N. Miller, Chairman

16 Adopted _____

17 For _____

18 Against _____

Mark M. Gleason, Vice-Chairman

19 Absent _____

20
21 VOTE REQUIRED: ¾'s M.E.

Thomas Pringle, Secretary

22
23 Prepared by:
24 Corporation Counsel

Joseph F. Bellante, Jr.

Q. A. Shakoor, II

Van H. Wanggaard

John A. Wisch

25
26
27
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34
35 **The foregoing legislation adopted by the County Board of Supervisors of
36 Racine County, Wisconsin, is hereby:**

37 **Approved:** _____

38 **Vetoed:** _____

39
40 **Date:** _____,

41
42
43 _____
William L. McReynolds, County Executive

EXHIBIT A

Official Notice of Sale

(See Attached)

OFFICIAL NOTICE OF SALE

\$2,140,000

RACINE COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2010B
(RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS)
DATED AUGUST 3, 2010 (THE "NOTES")

NOTICE IS HEREBY GIVEN that bids will be received by the County Board of Supervisors, Racine County, Wisconsin for the purchase of all but no part of its Notes at the offices of the County's financial advisor, Robert W. Baird & Co. Incorporated ("Baird"), 17th Floor, 777 East Wisconsin Avenue, Milwaukee, WI 53202, Attention: Ms. Tonia Morris, until 10:00 a.m. (Central Time) on

July 13, 2010

Bids may be mailed or delivered to Baird at the address set forth above, faxed to Baird at (414) 298-7354, or submitted electronically via PARITY, as described below. Signed bids, without final price or coupons, may be submitted to Baird prior to the time of sale. The bidder shall be responsible for submitting to Baird the final bid price and coupons, by telephone (414) 765-3827 or fax (414) 298-7354 for inclusion in the submitted bid. Bids which are mailed or delivered should be plainly marked "Bid for Racine County Series 2010B Notes". Bids will only be considered if the required good faith deposit has been received. A meeting of the County Board of Supervisors will be held on said date for the purpose of taking action on such bids as may be received.

Dates and Maturities: The Notes will be dated August 3, 2010 and will mature on June 1 of each year, in the years and principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>
2017	\$270,000
2018	605,000
2019	625,000
2020	640,000

Interest: Interest on the Notes will be payable semi-annually on June 1 and December 1 of each year, commencing on June 1, 2011 to the registered owners of the Notes appearing of record in the bond register as of the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the MSRB.

Optional Redemption: The Notes maturing on June 1, 2019 and thereafter will be subject to redemption prior to maturity, at the option of the County, on June 1, 2018 or on any date thereafter. Said Notes will be redeemable as a whole or in part, and if in part, from maturities

selected by the County and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

No Term Bond Option: Bids for the Notes may not provide for term bonds.

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 may be levied without limitation as to rate or amount upon all of the taxable property located in the County. The Notes will be issued for the purpose of financing eligible costs for qualified economic development purposes, consisting of capital projects included in the County's 2010 budget, specifically, the Racine Harbor-South Breakwater Outer Leg Repair project and the following road improvement projects: the Heritage Road to CTH-W project, the USH-45 to I-94 project and the STH-11 to CTH-A project.

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").

DTC Book Entry Only System: UTILIZATION OF DTC IS REQUIRED. BIDS FOR THE NOTES MAY NOT PROVIDE FOR THE NOTES TO BE ISSUED ON A NON-DTC BASIS. DTC will act as securities depository of the Notes. A single Note certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry form only pursuant to the rules and procedures established between DTC and its participants, in the denomination of \$5,000 or any integral multiple thereof. Individual purchasers will not receive certificates evidencing their ownership of the Notes purchased. The successful bidder shall be required to deposit the Note certificates with DTC as a condition to delivery of the Notes. The County will make payments of principal and interest on the Notes to DTC or its nominee as registered owner of the Notes in same-day funds. Transfer of those payments to participants of DTC will be the responsibility of DTC; transfer of the payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the County that DTC, its participants and other nominees of beneficial owners will make prompt transfer of the payments as required by DTC rules and procedures. The County assumes no liability for failures of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Notes.

Depository: In the event that the securities depository relationship with DTC for the Notes is terminated 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.

Notes Not Designated as Qualified Tax-Exempt Obligations: The Notes will not be designated "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 for the Notes will be received on an interest rate basis in integral multiples 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 any interest rate specified for any earlier maturity. All Notes of the same maturity shall bear the same interest rate. No bid for less than Ninety-Nine and 35/100 Percent (99.35%) of the principal amount of the Notes (\$2,126,090) plus accrued interest to the date of delivery will be considered. **The issue price for each maturity of the Notes (stated as a percentage of the principal amount of the maturity) shall not exceed a price of (a) 100% plus (b) 0.25% times the number of complete bond years to the earlier of the maturity date or the first optional redemption date for that maturity of Notes.** Each bidder must provide such information as bond counsel may require to determine, for federal income tax purposes, the "issue price" of each maturity of the Notes (see "Reoffering Prices" below).

For this purpose, the maximum issue price of each maturity shall be limited to the following:

<u>Maturity</u>	Maximum Issue Price (As a % of Par)
6/1/2017	101.500%
6/1/2018	101.750%
6/1/2019	101.750%
6/1/2020	101.750%

No bid for the Notes may result in underwriter's compensation in an amount which, when added to any bond insurance premium paid by the underwriter, exceeds 2% of the proceeds of the Taxable Notes.

The Notes will be awarded to a responsible bidder whose proposal results in the lowest true interest cost to the County. The true interest cost to the County will be determined after subtracting 45% of each interest payment (reflecting the Notes being qualified Recovery Zone Economic Development Bonds and the tax credit the County will elect to receive).

Type of Bid – Amount: Bids must be submitted either: (1) to Robert W. Baird & Co. as set forth herein; or (2) electronically via PARITY, in accordance with this Official Notice of Sale, within a one hour period prior to the time of sale, but no bids will be received after the time established above for the opening of bids. If any provisions in this Notice are conflicting with any instructions or directions set forth in PARITY, this Official Notice of Sale shall control. The normal fee for use of PARITY may be obtained from PARITY, and such fee shall be the responsibility of the bidder. For further information about PARITY, potential bidders may contact Robert W. Baird & Co., 17th Floor, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 or PARITY, c/o i-Deal LLC, 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5021. The County and Robert W. Baird & Co. assume no responsibility or liability for bids submitted through PARITY. Each bidder shall be solely responsible for making necessary arrangements to access PARITY for purposes of submitting its electronic bid in a

timely manner and in compliance with the requirements of the Official Notice of Sale. Neither the County, its agents nor PARITY shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents nor PARITY shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY. The County is using the services of PARITY solely as a communication mechanism to conduct the electronic bidding for the Notes, and PARITY is not an agent of the County.

The County may regard the electronic transmission of the bid via the electronic service (including information about the purchase price for the Notes and interest rate or rates to be borne by the Notes and any other information included in such transmission) as though the same information were submitted on the bid form and executed on behalf of the bidder by a duly authorized signatory. If the bid is accepted by the County, the terms of the bid form, this Official Notice of Sale, and the information transmitted through the electronic service shall form a contract, and the bidder shall be bound by the terms of such contract.

For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the County, as described in this Official Notice of Sale and in the written form of Official Bid Form. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the form of Official Bid Form.

Good Faith Deposit: A cashier's check in the amount of \$42,800 may be submitted contemporaneously with the bid *or, in the alternative, a deposit in the amount of \$42,800 shall be made by the winning bidder by federal wire transfer as directed by the County Clerk or County Treasurer to be received by the County no later than 1:00 p.m. prevailing Central Time on the day of the bid opening (July 13, 2010) as a guarantee of good faith on the part of the bidder to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Notes.* The good faith deposit will be applied to the purchase price of the Notes. In the event the successful bidder fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith deposit. Payment for the balance of the purchase price of the Notes shall be made at the closing. Good faith checks of unsuccessful bidders will be returned by overnight delivery for next day receipt sent not later than the first business day following the sale.

Bond Insurance at Bidder's Option: If the Notes qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder. Any increased costs of issuance of the Notes resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the County has requested and received a rating on the Notes from a rating agency, the County will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the successful bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Notes.

Delivery: The Notes will be delivered in printed form, one Note per maturity, 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 forty-five (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 forty-five (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 deposit shall be returned, but no interest shall be allowed thereon.

Legality: The successful bidder will be furnished without cost, the unqualified approving legal opinion of Quarles & Brady LLP of Milwaukee, Wisconsin. A transcript of the proceedings relative to the issuance of the Notes (including a tax certificate and a no-litigation certificate) will be furnished to the successful bidder without cost. A Continuing Disclosure Certificate will be delivered at closing setting forth the details and terms of the County's undertaking and such Certificate is a condition of closing.

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 successful bidder, 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 successful bidder to accept delivery of the Notes.

Reoffering Prices: Before the delivery of the Notes, the successful bidder must provide such information as bond counsel may require to determine, for federal income tax purposes, the "issue price" of the Notes, including a certification concerning whether a bona fide public offering of those Notes was made and a certification of the reasonably expected public offering price of those Notes together with such additional representations as bond counsel may require to verify that it is reasonable to rely on the successful bidder's certificate about the reasonably expected initial public offering price. This may include additional representations about the fair market value of those Notes and representations about the actual prices at which those Notes were first sold to the public. For Notes for which a bona fide public offering was not made, the successful bidder must provide to the County and bond counsel the prices at which all those Notes were sold.

Official Statement: Bidders may obtain a copy of the Preliminary Official Statement by request to the County's financial advisor prior to the bid opening. By submitting a bid, the successful bidder agrees to supply to the County within 24 hours after the award of the Notes all necessary pricing information and any underwriter identification necessary to complete the Preliminary Official Statement. Within seven days of the award of the Notes, the successful bidder will be provided with an electronic copy of the Official Statement in pdf format and up to 50 copies of the Official Statement without cost. Additional copies of the Official Statement may be purchased from Robert W. Baird & Co. up to three months following the sale of the Notes. If the successful bidder is the manager of an underwriting syndicate, the successful bidder shall be responsible for distributing copies of the Official Statement to syndicate members.

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. The County also agrees to notify the successful bidder of any material developments impacting the County or the Notes of which the County becomes aware within 60 days after the delivery of the Notes.

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 County Board of Supervisors), 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.

Irregularities: The County reserves the right to reject any and all bids and to waive any and all irregularities.

Information: The internet address for the Preliminary Official Statement is: www.bairdbondsales.com. Copies of the Preliminary Official Statement and additional information may be obtained by addressing inquiries to: Robert W. Baird & Co., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202; Attention: Ms. Tonia Morris, (414) 765-3827 or the undersigned.

Douglas B. Stansil
Finance Director
Racine County
730 Wisconsin Avenue
Racine, WI 53403
Phone: (262) 636-3706

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

Racine County

Results of Competitive Bids

Bids Received by 10:00 A.M. (CT)
 Monday, July 13, 2010
 \$2,780,000 Taxable General Obligation Promissory Notes, Series 2010A
 (Build America Bonds-Direct Payment)

Rank	Bidder	True Interest Rate	True Interest Cost Net of Subsidy
1	M & I Marshall & Ilsley Bank	2.596637%	1.725543%
2	Robert W. Baird & Co.	2.661646	1.777332
3	Northland Securities, Inc.	2.653739	1.778719
4	Bankers' Bank	2.737158	1.804857
5	Wells Fargo Advisors	2.699283	1.805041
6	Vining-Sparks IBG, LP	2.784992	1.805260
7	Morgan Keegan & Co., Inc.	2.779725	1.858285
8	Bernardi Securities	3.278644	2.185155

\$2,140,000 Taxable General Obligation Promissory Notes, Series 2010B
 (Recovery Zone Economic Development Bonds)

Rank	Bidder	True Interest Rate	True Interest Cost Net of Subsidy
1	Bankers' Bank	4.005186%	2.220363%
2	Northland Securities, Inc.	4.005060	2.226454
3	Robert W. Baird & Co.	4.021269	2.230400
4	Wells Fargo Advisors	4.017388	2.236893
5	M & I Marshall & Ilsley Bank	4.123576	2.241633
6	Morgan Keegan & Co., Inc.	4.067859	2.266580

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

BID FORM

July 13, 2010

\$2,140,000

RACINE COUNTY, WISCONSIN

Taxable General Obligation Promissory Notes, Series 2010B
(Recovery Zone Economic Development Bonds)

Mr. Peter L. Hansen Chairperson
and Members of the County Board
Racine County
730 Wisconsin Avenue
Racine, Wisconsin 53403

Dear Mr. Hansen and Members of the County Board:

For all but no part of your issue of \$2,140,000 Taxable General Obligation Promissory Notes, Series 2010B (Recovery Zone Economic Development Bonds) (the "2010B Notes"), we offer to pay a price of \$ 2133.580, said bid being no less than 99.35% of par (\$2,126,090). The dated date and the date of delivery are August 3, 2010. The 2010B Notes shall bear interest as follows:

June 1	Rate	Reoffering Price
2017	<u>3.50</u> %	<u>100</u> %
2018	<u>3.75</u> %	<u>100</u> %
2019	<u>4.00</u> %	<u>100</u> %
2020	<u>4.25</u> %	<u>100</u> %

This bid is made subject to all the terms and conditions of the Official Notice of Sale heretofore received, all terms and conditions which are made a part hereof as fully as though set forth in full in this bid.

Good Faith Deposit. A cashier's check in the amount of \$42,800 may be submitted contemporaneously with the bid or, in the alternative, a deposit in the amount of \$42,800 shall be made by the winning bidder by federal wire transfer as directed by the County Treasurer to be received by the County no later than 1:00 p.m. prevailing Central Time on the day of the bid opening (July 13, 2010) as a guarantee of good faith on the part of the bidder to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the 2010B Notes.

Bankers' Bank
Managing Underwriter

Direct Contact and Phone Number:

Marilyn Steppik 608 829-5538

By:

[Signature]

-Please attach a list of account members -

For your information, but not as a condition of this bid, the above interest rates result in:

Net Interest Cost \$ 736,545.21

True Interest Rate 4.005 %

The foregoing offer is hereby accepted this 13th day of July 2010 by the Members of the County Board and in recognition therefore is signed by the Officers empowered and authorized to make such acceptance.

Chairperson

County Clerk

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

Racine County

\$2,140,000 - Final Pricing

Taxable General Obligation Promissory Notes, Series 2010B (RZEDBs)

Dated/Close: August 3, 2010

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
06/01/2017	Serial Coupon	3.500%	3.500%	270,000.00	100.000%	270,000.00
06/01/2018	Serial Coupon	3.750%	3.750%	605,000.00	100.000%	605,000.00
06/01/2019	Serial Coupon	4.000%	4.000%	625,000.00	100.000%	625,000.00
06/01/2020	Serial Coupon	4.250%	4.250%	640,000.00	100.000%	640,000.00
Total	-	-	-	\$2,140,000.00	-	\$2,140,000.00

Bid Information

Par Amount of Bonds	\$2,140,000.00
Gross Production	\$2,140,000.00
Total Underwriter's Discount (0.300%)	\$(6,420.00)
Bid (99.700%)	2,133,580.00
Total Purchase Price	\$2,133,580.00
Bond Year Dollars	\$18,386.44
Average Life	8.592 Years
Average Coupon	2.1840491%
Net Interest Cost (NIC)	2.2189662%
True Interest Cost (TIC)	2.2203636%

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

Racine County

\$2,140,000 - Final Pricing

Taxable General Obligation Promissory Notes, Series 2010B (RZEDBs)

Dated/Close: August 3, 2010

Gross Annual Debt Service Schedule

Date	Principal	Coupon	Interest	Total	Fiscal Total
08/03/2010	-	-	-	-	-
06/01/2011	-	-	69,812.71	69,812.71	-
12/01/2011	-	-	42,168.75	42,168.75	111,981.46
06/01/2012	-	-	42,168.75	42,168.75	-
12/01/2012	-	-	42,168.75	42,168.75	84,337.50
06/01/2013	-	-	42,168.75	42,168.75	-
12/01/2013	-	-	42,168.75	42,168.75	84,337.50
06/01/2014	-	-	42,168.75	42,168.75	-
12/01/2014	-	-	42,168.75	42,168.75	84,337.50
06/01/2015	-	-	42,168.75	42,168.75	-
12/01/2015	-	-	42,168.75	42,168.75	84,337.50
06/01/2016	-	-	42,168.75	42,168.75	-
12/01/2016	-	-	42,168.75	42,168.75	84,337.50
06/01/2017	270,000.00	3.500%	42,168.75	312,168.75	-
12/01/2017	-	-	37,443.75	37,443.75	349,612.50
06/01/2018	605,000.00	3.750%	37,443.75	642,443.75	-
12/01/2018	-	-	26,100.00	26,100.00	668,543.75
06/01/2019	625,000.00	4.000%	26,100.00	651,100.00	-
12/01/2019	-	-	13,600.00	13,600.00	664,700.00
06/01/2020	640,000.00	4.250%	13,600.00	653,600.00	-
12/01/2020	-	-	-	-	653,600.00
Total	\$2,140,000.00	-	\$730,125.21	\$2,870,125.21	-

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
RACINE COUNTY

NO. R- _____ \$ _____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2010B
(RECOVERY ZONE ECONOMIC DEVELOPMENT BOND)

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
June 1, _____ August 3, 2010 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

COPY

FOR VALUE RECEIVED, Racine 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 is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2011 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 the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$2,140,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin

Statutes, for the purpose of financing eligible costs for qualified economic development purposes, consisting of certain capital projects included in the County's 2010 budget, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on August 11, 2009 and July 13, 2010. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on June 1, 2019 and thereafter are subject to redemption prior to maturity, at the option of the County, on June 1, 2018 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

This Note has been designated by the County Board of Supervisors as a "qualified Recovery Zone Economic Development Bond" within the meaning of Subsection 1400U-2(b) 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, upon surrender of this Note together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly

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

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 Racine 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 August 3, 2010.

RACINE COUNTY, WISCONSIN

By: _____
Peter L. Hansen
Chairperson

(SEAL)

By: _____
Wendy M. Christensen
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)

COPY

(Depository or Nominee Name)

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

(Authorized Officer)