

Resolution No. 112-07

RESOLUTION AWARDING THE SALE
OF \$3,500,000 GENERAL OBLIGATION PROMISSORY NOTES;
PROVIDING THE FORM OF THE NOTES;
AND LEVYING A
TAX IN CONNECTION THEREWITH

WHEREAS, pursuant to Resolution No. 101-07 (the "Initial Resolution") adopted by the County Board of Supervisors on November 13, 2007, it has been found and determined that it is necessary, desirable and in the best interest of Polk County, Wisconsin (the "County") to raise funds for certain purposes, including paying the cost of constructing, improving, maintaining and equipping roads and highways, and other projects identified in the County's capital budget (the "Project"), and there are insufficient funds on hand to pay said costs;

WHEREAS, none of the proceeds of the general obligation promissory notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes;

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

WHEREAS, the County Board of Supervisors now deems it to be necessary, desirable and in the best interest of the County to authorize the issuance of and to award the sale of its general obligation promissory notes to Stifel, Nicolaus & Company, Incorporated.

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

Section 1. Authorization of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) from Stifel, Nicolaus & Company, Incorporated (the "Purchaser") in accordance with the terms and conditions of its purchase proposal (the "Proposal") attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be dated December 15, 2007; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered 1 and upward; shall bear interest at the rates and shall mature on December 1 of each year, in the years and principal amounts as set forth on the schedule prepared by the Purchaser and attached hereto as Exhibit B (the "Schedule"). Interest is payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2008.

Section 4. Redemption Provisions. The Notes maturing on December 1, 2016 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on December 1, 2015 or on any date thereafter. Said Notes shall 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. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP (the "Mandatory Redemption Provisions") and incorporated herein by this reference.

Section 5. 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 C and incorporated herein by this reference.

Section 6. 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 2007 through 2016 for the payments due in the years 2008 through 2017 in the amounts set forth on the Schedule.

The direct annual irrepealable tax hereby levied shall be carried onto the tax roll 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. So long as any part of the principal of or interest on the Notes remains unpaid, the tax hereinabove levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created below.

Section 7. Segregated Debt Service Fund Account. There is hereby established in the County treasury a fund account separate and distinct from all other funds or accounts of the County designated "Debt Service Fund Account for \$3,500,000 Polk County General Obligation Promissory Notes, dated December 15, 2007", which fund account shall be used solely for the purpose of paying the principal of and interest on the Notes. There shall be deposited in said

Section 8. Borrowed Money Fund; Reimbursement. 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 an account separate and distinct from all other funds and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes.

The County declares its reasonable expectation to reimburse itself from the Note Proceeds for expenditures relating to the Project which it pays from other funds of the County prior to receipt of the Note Proceeds no more than 60 days prior to the date the Initial Resolution was adopted. The County may also reimburse itself for preliminary expenditures relating to the Project (such as architectural, engineering, surveying, soil testing, costs of issuance and similar costs but not including land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the issue price of the Notes. This declaration and the Resolution of which it is a part, shall be publicly available in the official books, records or proceedings of the County Board of Supervisors.

Section 9. Arbitrage Covenant. The County shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Notes (the "Closing"), would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the County hereby covenants and agrees that so long as the Notes remain outstanding, moneys on deposit in any fund or account created or maintained in connection with the Notes, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of the Code or Regulations. The County covenants that it will not invest in any obligation if such investment would violate the "prohibited payment" requirement of Section 148 of the Code.

The County Clerk, or other officer of the County charged with responsibility for issuing the Notes, shall provide an appropriate certificate of the County, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the County regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Small Issuer Exemption from Rebate; Qualified

Further, it is the intent of the County to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes throughout their term.

The County covenants that it is a governmental unit with general taxing powers and that the Notes are not "private activity bonds" as defined in Section 141 of the Code.

In accordance with Section 148(f)(4)(D) of the Code, the County covenants that ninety-five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the County and that the aggregate face amount of all tax-exempt obligations (other than "private activity bonds") issued by the County, including all subordinate entities of the County, during calendar year 2007 will not exceed \$5,000,000. If for any reason the County did not qualify for the small issuer exemption from the rebate requirements of the Code, the County covenants that it would take all necessary steps to comply with such requirements.

The County Board of Supervisors hereby designates the Notes to be "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the County Clerk or other officer of the County charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the County, all as of the Closing.

Section 11. Execution of the Notes. The Notes shall be issued in typewritten or printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by its Fiscal Agent, appointed herein, 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. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the Closing.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the County and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.

Section 14. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the holders of the Notes, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (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. This Undertaking shall be enforceable by the holders of the Notes or by the Purchaser on behalf of such holders (provided that the rights of the holders and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations hereunder and any failure by the County to comply with the provision of this Undertaking shall not be an event of default with respect to the Notes).

The 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 15. Bond Insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as any municipal bond insurer which makes a commitment accepted by the County to insure the Notes 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, appropriate reference to the municipal bond insurance policy shall be made in the form of Note provided herein.

foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Funding Amount: \$3,500,000

Funding Source: General Obligation Promissory Notes

Finance Committee Advised: _____

Finance Committee Recommendation: _____

Approved as to Form: Jeffrey B. Fuge
Jeffrey B. Fuge, Corporation Counsel

Submitted By: Larry Jepsen

Adopted and recorded December 11, 2007.

Larry Jepsen
Larry Jepsen
Chairperson

ATTEST:

Catherine L. Albrecht
Catherine L. Albrecht
County Clerk

(SEAL)

Resolution.

and Members of the County Board of Supervisors
Polk County
100 Polk County Plaza
Balsam Lake, WI 54810

Dear Mr. Jepsen and Members of the County Board of Supervisors:

For all or none of your issue of \$3,500,000.00 General Obligation Promissory Notes, dated December 15, 2007, we offer to pay \$3,539,416.21 *plus* accrued interest from the dated date to the date of delivery. The purchase price equals par amount of \$3,500,000.00, *plus* reoffering premium of \$95,245.05, *less* underwriter's discount, other costs of issuance and insurance premium of \$55,828.84. Interest on said Notes will be payable commencing June 1, 2008 and semi-annually thereafter on December 1 and June 1 of each year. The Notes will mature on December 1 as follows:

<u>Year</u>	<u>Principal</u>	<u>Rate</u>	<u>Year</u>	<u>Principal</u>	<u>Rate</u>
2009	\$80,000	4.00%	2014	\$255,000	4.00%
2010	100,000	4.00	2015	775,000	4.00
2011	120,000	4.00	2016	810,000	4.00
2012	250,000	4.00	2017	840,000	4.00
2013	270,000	4.00			

The Notes maturing December 1, 2016 and thereafter are subject to call and prior redemption on December 1, 2015 or any day thereafter, in whole or in part, by lot at par plus accrued interest to the date of redemption.

This offer is subject to the receipt of the unqualified legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel.

Continuing Disclosure. This offer to purchase is subject to the Issuer's covenant and agreement to take all steps necessary to assist us in complying with SEC Rule 15c2-12, as amended (the "Rule") (subject to any applicable exemptions in the Rule).

It is intended that the Notes will be exchanged for the purchase price on December 20, 2007.

Sincerely,

Stifel, Nicolaus & Company, Incorporated



Paul A. Patrie
First Vice President
(877) 663-0646

The foregoing offer is hereby accepted on this 11th day of December, 2007, by Polk County and by the Members of the County Board of Supervisors in recognition therefore is signed by the officers empowered and authorized to make such acceptance.

Chairman

Clerk

Resolution.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/20/2007	-	-	-	-	-
06/01/2008	-	-	64,555.56	64,555.56	-
12/01/2008	-	-	70,000.00	70,000.00	134,555.56
06/01/2009	-	-	70,000.00	70,000.00	-
12/01/2009	80,000.00	4.000%	70,000.00	150,000.00	220,000.00
06/01/2010	-	-	68,400.00	68,400.00	-
12/01/2010	100,000.00	4.000%	68,400.00	168,400.00	236,800.00
06/01/2011	-	-	66,400.00	66,400.00	-
12/01/2011	120,000.00	4.000%	66,400.00	186,400.00	252,800.00
06/01/2012	-	-	64,000.00	64,000.00	-
12/01/2012	250,000.00	4.000%	64,000.00	314,000.00	378,000.00
06/01/2013	-	-	59,000.00	59,000.00	-
12/01/2013	270,000.00	4.000%	59,000.00	329,000.00	388,000.00
06/01/2014	-	-	53,600.00	53,600.00	-
12/01/2014	255,000.00	4.000%	53,600.00	308,600.00	362,200.00
06/01/2015	-	-	48,500.00	48,500.00	-
12/01/2015	775,000.00	4.000%	48,500.00	823,500.00	872,000.00
06/01/2016	-	-	33,000.00	33,000.00	-
12/01/2016	810,000.00	4.000%	33,000.00	843,000.00	876,000.00
06/01/2017	-	-	16,800.00	16,800.00	-
12/01/2017	840,000.00	4.000%	16,800.00	856,800.00	873,600.00
Total	\$3,500,000.00	-	\$1,093,955.56	\$4,593,955.56	-

Yield Statistics

Accrued Interest from 12/15/2007 to 12/20/2007	1,944.44
Bond Year Dollars	\$27,348.89
Average Life	7.814 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	3.7504650%
True Interest Cost (TIC)	3.7073442%
Bond Yield for Arbitrage Purposes	3.6333074%
All Inclusive Cost (AIC)	3.8301731%

IRS Form 8038

Net Interest Cost	3.5488273%
Weighted Average Maturity	7.812 Years

STATEMENT OF INSURANCE

Financial Security Assurance Inc. ("Financial Security"), New York, New York, has delivered its municipal bond insurance policy with respect to the scheduled payments due of principal of and interest on this Note to Associated Trust Company, National Association, Green Bay, Wisconsin, or its successor, as paying agent for the Notes (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from Financial Security or the Paying Agent.

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- STATE OF WISCONSIN \$ _____
POLK COUNTY
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
December 1, _____ December 15, 2007 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

COPY

FOR VALUE RECEIVED, Polk 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, 2008 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable 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 Associated Trust Company, National Association, Green Bay, Wisconsin (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").

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.

provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of constructing, improving, maintaining and equipping roads and highways, and other projects identified in the County's capital budget, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing body at meetings held on November 13, 2007 and December 11, 2007. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on December 1, 2016 and thereafter are subject to redemption prior to maturity, at the option of the County, on December 1, 2015 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 County exercises its option to redeem the Notes 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 or electronic transmission, 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 mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the County Board of Supervisors has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent or any successor thereto, and 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 County and Fiscal Agent 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.

qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the 15th day of December, 2007.

POLK COUNTY, WISCONSIN

By: _____
Larry Jepsen
Chairperson

By: _____
Catherine L. Albrecht
County Clerk

(SEAL)

COPY

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:

COPY

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

(Depository or Nominee Name)

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

(Authorized Officer)

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$3,500,000 General Obligation Promissory Notes, dated December 15, 2007 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on November 13, 2007 and December 11, 2007 (collectively, the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2) Wis. Stats. the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2) Wis. Stats.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

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

II. INVESTMENT RESPONSIBILITY

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

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of June 1, 2008 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or

Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

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

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

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

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission at least 30 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent.

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board, to all nationally

of any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

such transfer.

X. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XI. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule B hereto.

XII. MISCELLANEOUS

(a) Nonpresentment of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2) Wis. Stats., as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

POLK COUNTY, WISCONSIN

By Larry Jepsen
Larry Jepsen
Chairperson

(SEAL)

Catherine L. Albrecht
Catherine L. Albrecht
County Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, GREEN
BAY, WISCONSIN
Fiscal Agent

(SEAL)

By _____
Title _____

Attest _____
Title _____

(SEE ATTACHED)

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/20/2007	-	-	-	-	-
06/01/2008	-	-	64,555.56	64,555.56	-
12/01/2008	-	-	70,000.00	70,000.00	134,555.56
06/01/2009	-	-	70,000.00	70,000.00	-
12/01/2009	80,000.00	4.000%	70,000.00	150,000.00	220,000.00
06/01/2010	-	-	68,400.00	68,400.00	-
12/01/2010	100,000.00	4.000%	68,400.00	168,400.00	236,800.00
06/01/2011	-	-	66,400.00	66,400.00	-
12/01/2011	120,000.00	4.000%	66,400.00	186,400.00	252,800.00
06/01/2012	-	-	64,000.00	64,000.00	-
12/01/2012	250,000.00	4.000%	64,000.00	314,000.00	378,000.00
06/01/2013	-	-	59,000.00	59,000.00	-
12/01/2013	270,000.00	4.000%	59,000.00	329,000.00	388,000.00
06/01/2014	-	-	53,600.00	53,600.00	-
12/01/2014	255,000.00	4.000%	53,600.00	308,600.00	362,200.00
06/01/2015	-	-	48,500.00	48,500.00	-
12/01/2015	775,000.00	4.000%	48,500.00	823,500.00	872,000.00
06/01/2016	-	-	33,000.00	33,000.00	-
12/01/2016	810,000.00	4.000%	33,000.00	843,000.00	876,000.00
06/01/2017	-	-	16,800.00	16,800.00	-
12/01/2017	840,000.00	4.000%	16,800.00	856,800.00	873,600.00
Total	\$3,500,000.00	-	\$1,093,955.56	\$4,593,955.56	-

Yield Statistics

Accrued Interest from 12/15/2007 to 12/20/2007	1,944.44
Bond Year Dollars	\$27,348.89
Average Life	7.814 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	3.7504650%
True Interest Cost (TIC)	3.7073442%
Bond Yield for Arbitrage Purposes	3.6333074%
All Inclusive Cost (AIC)	3.8301731%

IRS Form 8038

Net Interest Cost	3.5488273%
Weighted Average Maturity	7.812 Years

