

RESOLUTION NO. 14-05

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$5,500,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the City of Platteville, Grant County, Wisconsin (the "City") heretofore issued its Taxable General Obligation Promissory Notes (Build America Bonds - Direct Payment), dated March 24, 2010 (the "2010 Notes") and irrevocably designated such issue to be qualified "Build America Bonds" within the meaning of Subsection 54AA(g) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder by the U.S. Department of Treasury (the "Regulations") so that the City is eligible to claim refundable credits with respect to each interest payment on the 2010 Notes, payable to the City by the Secretary of the United States Department of the Treasury ("Treasury");

WHEREAS, on August 12, 2013, the City was notified by the Treasury that the credit payment it requested with respect to the September 1, 2013, interest payment on the 2010 Notes was reduced by 8.7%, pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended;

WHEREAS, the 2010 Notes are subject to redemption prior to maturity, in whole or in part, at the option of the City, on any day, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest to the date of redemption, in the event that either (a) Section 54AA or 6431 of the Code is repealed, amended or modified in a manner which results in a reduction or elimination of the City's 35% cash subsidy payment from the Treasury or (b) the Treasury fails to make a cash subsidy payment to which the City is entitled and such failure is not caused by any action or inaction by the City;

WHEREAS, the Treasury's reduction in the credit payment with respect to the September 1, 2013, interest payment was not due to any action or inaction by the City, and as a result, the extraordinary redemption provision referred to above was triggered, and the 2010 Notes are eligible to be redeemed on any day;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the 2010 Notes maturing in the years 2015 through 2020 (the "Refunded Obligations") (the "Refunding") due to Treasury's failure to make the full cash subsidy payment;

WHEREAS, the City is also in need of funds for public purposes, including paying the cost of street improvement projects and storm sewer projects included in the City's Capital Improvement Plan and projects in the City's tax incremental financing districts (the "Project");

WHEREAS it is desirable to borrow the funds needed for such purposes through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wis. Stats; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory notes (the "Notes") to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its

note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the City Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$5,500,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2014. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on October 1, 2021 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2020 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 City 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 are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2022 for

the payments due in the years 2014 through 2023 in the amounts set forth on the Schedule. The amount of tax levied in the year 2014 shall be the total amount of debt service due on the Notes in the years 2014 and 2015; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2014.

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

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

(D) Appropriation. The City hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2014 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,500,000 General Obligation Promissory Notes - 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

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

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain

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

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or

by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City 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 City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on March 1, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

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

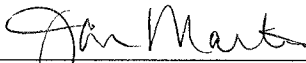
Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

PASSED BY THE COMMON COUNCIL on the 28th day January, 2014.



Eileen Nickels, Council President

ATTEST:



Jan Martin, City Clerk

EXHIBIT A

Note Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

HutchinsonShockeyErley&Co

1110 N. Old World Third Street, Suite 630
Milwaukee, Wisconsin 53203
P 414.298.9898 F 414.298.9893
www.hsemuni.com

January 28, 2014

Common Council of the
City of Platteville
75 North Bonson Street
Platteville, WI 53818

Re: \$5,500,000 General Obligation Promissory Notes
Dated February 12, 2014

Dear Common Council Members:

At the present time the City of Platteville (the "City") is in need of funds for the purpose of paying the cost of street improvement projects and storm sewer projects in the City's Capital Improvement Plan and projects in the City's tax incremental financing districts; as well as refunding obligations of the City, specifically its outstanding Taxable General Obligation Promissory Notes (Build America Bonds – Direct Payment), dated March 24, 2010 as a result of their Extraordinary Redemption on March 1, 2014.

Based upon the foregoing, Hutchinson, Shockey, Erley & Co. (the "Purchaser") will pay the City the sum of \$5,517,754.00 on February 12, 2014, the date of delivery, of \$5,500,000 par value of the City of Platteville General Obligation Promissory Notes dated February 12, 2014 (the "Notes").

The Notes shall mature and pay interest as set forth on the attached page.

The City agrees to issue and deliver the Notes in book-entry-only form via Depository Trust Company, New York, New York as securities depository for the Notes.

The obligations of the Purchaser to accept delivery of and make payment for the Notes, is strictly contingent upon the following:

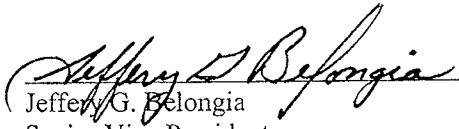
1. The City shall agree that the Preliminary Official Statement dated January 15, 2014, has been and may be used by Hutchinson, Shockey, Erley & Co. in connection with the offering of the Notes until the Final Official Statement is delivered to the Purchaser.
2. No representation of the City contained in the Official Statement or the Note Resolution adopted on January 28, 2014 (the "Note Resolution") by the Common Council shall prove to have been false in any material respect.
3. That no litigation shall be pending or threatened concerning the issuance of the Notes or the validity of the Note Resolution.

HutchinsonShockeyErley&Co

Common Council of the
City of Platteville
January 28, 2014
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4. That no impediment exists for the issuance of the unqualified approving opinion of Quarles & Brady LLP, Milwaukee, Wisconsin.
5. That no action by Congress, the Securities and Exchange Commission or a court shall have occurred which would require the registration of the Notes under the Securities Act of 1933, as amended.
6. That no material restriction not presently in force on trading in securities generally shall have been imposed.
7. That no banking moratorium shall have been imposed.
8. The Purchaser shall pay the following expenses:
 - a. Bond Counsel fee (Quarles & Brady LLP);
 - b. Rating fee (Standard & Poor's Ratings Services, Inc.);
 - c. The Depository Trust Company eligibility fee; and
 - d. Printing and delivery of offering materials.

This proposal is for your prompt acceptance.



Jeffrey G. Belongia
Senior Vice President
Hutchinson, Shockey, Erley & Co.

cc: Brian Lanser
Quarles & Brady LLP

Accepted this 28th day of January, 2014.

City of Platteville

By: _____
Eileen Nickels, Council President

By: _____
Jan Martin, City Clerk

City of Platteville
 \$5,500,000 General Obligation Promissory Notes
 Dated/Closing: February 12, 2014

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/12/2014	-	-	-	-	-
10/01/2014	-	-	75,220.14	75,220.14	75,220.14
04/01/2015	-	-	59,125.00	59,125.00	-
10/01/2015	350,000.00	1.000%	59,125.00	409,125.00	468,250.00
04/01/2016	-	-	57,375.00	57,375.00	-
10/01/2016	475,000.00	2.000%	57,375.00	532,375.00	589,750.00
04/01/2017	-	-	52,625.00	52,625.00	-
10/01/2017	525,000.00	2.000%	52,625.00	577,625.00	630,250.00
04/01/2018	-	-	47,375.00	47,375.00	-
10/01/2018	550,000.00	2.000%	47,375.00	597,375.00	644,750.00
04/01/2019	-	-	41,875.00	41,875.00	-
10/01/2019	800,000.00	2.000%	41,875.00	841,875.00	883,750.00
04/01/2020	-	-	33,875.00	33,875.00	-
10/01/2020	650,000.00	2.000%	33,875.00	683,875.00	717,750.00
04/01/2021	-	-	27,375.00	27,375.00	-
10/01/2021	700,000.00	2.375%	27,375.00	727,375.00	754,750.00
04/01/2022	-	-	19,062.50	19,062.50	-
10/01/2022	700,000.00	2.500%	19,062.50	719,062.50	738,125.00
04/01/2023	-	-	10,312.50	10,312.50	-
10/01/2023	750,000.00	2.750%	10,312.50	760,312.50	770,625.00
Total	\$5,500,000.00	-	\$773,220.14	\$6,273,220.14	-

Yield Statistics

Bond Year Dollars	\$33,723.61
Average Life	6.132 Years
Average Coupon	2.2928154%
Net Interest Cost (NIC)	2.2401698%
True Interest Cost (TIC)	2.2280093%
Bond Yield for Arbitrage Purposes	1.8146442%
All Inclusive Cost (AIC)	2.2280093%

IRS Form 8038

Net Interest Cost	1.8765126%
Weighted Average Maturity	6.118 Years

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

City of Platteville

\$5,500,000 General Obligation Promissory Notes

Dated/Closing: February 12, 2014

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
10/01/2015	Serial Coupon	1.000%	0.450%	350,000.00	100.895%	353,132.50
10/01/2016	Serial Coupon	2.000%	0.650%	475,000.00	103.522%	491,729.50
10/01/2017	Serial Coupon	2.000%	0.850%	525,000.00	104.108%	546,567.00
10/01/2018	Serial Coupon	2.000%	1.150%	550,000.00	103.826%	571,043.00
10/01/2019	Serial Coupon	2.000%	1.450%	800,000.00	102.965%	823,720.00
10/01/2020	Serial Coupon	2.000%	1.850%	650,000.00	100.931%	656,051.50
10/01/2021	Serial Coupon	2.375%	2.100%	700,000.00	101.693% c	711,851.00
10/01/2022	Serial Coupon	2.500%	2.280%	700,000.00	101.346% c	709,422.00
10/01/2023	Serial Coupon	2.750%	2.450%	750,000.00	101.825% c	763,687.50
Total	-	-	-	\$5,500,000.00	-	\$5,627,204.00

Bid Information

Par Amount of Bonds	\$5,500,000.00
Reoffering Premium or (Discount)	127,204.00
Gross Production	\$5,627,204.00
Total Underwriter's Discount (1.990%)	\$(109,450.00)
Bid (100.323%)	5,517,754.00
Total Purchase Price	\$5,517,754.00
Bond Year Dollars	\$33,723.61
Average Life	6.132 Years
Average Coupon	2.2928154%
Net Interest Cost (NIC)	2.2401698%
True Interest Cost (TIC)	2.2280093%

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

City of Platteville

\$5,500,000 General Obligation Promissory Notes

Dated/Closing: February 12, 2014

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04/01/2016	-	-	57,375.00	57,375.00	-
10/01/2016	475,000.00	2.000%	57,375.00	532,375.00	589,750.00
04/01/2017	-	-	52,625.00	52,625.00	-
10/01/2017	525,000.00	2.000%	52,625.00	577,625.00	630,250.00
04/01/2018	-	-	47,375.00	47,375.00	-
10/01/2018	550,000.00	2.000%	47,375.00	597,375.00	644,750.00
04/01/2019	-	-	41,875.00	41,875.00	-
10/01/2019	800,000.00	2.000%	41,875.00	841,875.00	883,750.00
04/01/2020	-	-	33,875.00	33,875.00	-
10/01/2020	650,000.00	2.000%	33,875.00	683,875.00	717,750.00
04/01/2021	-	-	27,375.00	27,375.00	-
10/01/2021	700,000.00	2.375%	27,375.00	727,375.00	754,750.00
04/01/2022	-	-	19,062.50	19,062.50	-
10/01/2022	700,000.00	2.500%	19,062.50	719,062.50	738,125.00
04/01/2023	-	-	10,312.50	10,312.50	-
10/01/2023	750,000.00	2.750%	10,312.50	760,312.50	770,625.00
Total	\$5,500,000.00	-	\$773,220.14	\$6,273,220.14	-

Yield Statistics

Bond Year Dollars	\$33,723.61
Average Life	6.132 Years
Average Coupon	2.2928154%

Net Interest Cost (NIC)	2.2401698%
True Interest Cost (TIC)	2.2280093%
Bond Yield for Arbitrage Purposes	1.8146442%
All Inclusive Cost (AIC)	2.2280093%

IRS Form 8038

Net Interest Cost	1.8765126%
Weighted Average Maturity	6.118 Years

EXHIBIT C

(Form of Note)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____, 2014 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Platteville, Grant County, Wisconsin (the "City"), 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 April 1 and October 1 of each year commencing on October 1, 2014 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 City Clerk or City 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 City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,500,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street improvement projects and storm sewer projects included in the City's Capital Improvement Plan and projects in the City's tax incremental financing districts and refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on January 14, 2014 and January 28, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on October 1, 2021 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2020 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City 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 City, 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 Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City 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 City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City 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 City 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, the City of Platteville, Grant 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 City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF PLATTEVILLE,
GRANT COUNTY, WISCONSIN

By: _____
Lawrence F. Bierke
City Manager

(SEAL)

By: _____
Jan Martin
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

COPY

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

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

CITY OF PLATTEVILLE
GRANT COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION PROMISSORY NOTES
(BUILD AMERICA BONDS - DIRECT PAYMENT)
DATED MARCH 24, 2010

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City, as a result of the occurrence of an Extraordinary Event (as defined in the Notes), for prior payment on March 1, 2014 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
03/01/2015	\$ 300,000	3.20 %	727873GY1
03/01/2016	325,000	3.625	727873GZ8
03/01/2017	350,000	3.875	727873HA2
03/01/2018	375,000	4.50	727873HB0
03/01/2019	425,000	4.625	727873HC8
03/01/2020	2,025,000	4.75	727873HD6

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on March 1, 2014.

By Order of the
Common Council
City of Platteville
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to March 1, 2014. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to March 1, 2014 and to the MSRB.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.