



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, DECEMBER 3, 2013
7:00 P.M.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
THAD G. BIRMINGHAM, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Consideration of the following bills: General Fund – \$37,884.88, Capital Fund - \$286,536.22, Cable TV - \$4,390.00, TID #3 - \$507.00, TID #4 - \$2,314.00, and Solid Waste Enterprise Fund - \$3,291.73 for a grand total of \$334,923.83. [roll call]
6. CONSENT AGENDA
 - * All items listed with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests before the Adoption of the Agenda, in which event the item will be removed from the Consent Agenda and considered immediately following the consent agenda.
 - * a. Approval of 11/19/2013 regular Common Council minutes.
 - * b. Approval of the following minutes:
 - (1) Waterfront Design Review Board – 11/12/13
 - (2) Finance/Purchasing & Building Committee – 11/12/13
 - (3) Cable Communication System Advisory Council – 11/14/13
 - (4) Community Protection & Services Committee – 11/14/13
 - * c. Place on file the following reports:
 - (1) Police Department Report – October 2014
7. Mayoral appointments.
8. Resolution re: Farm Market Vendor Fees.
9. Resolution Awarding the Sale of Approximately \$5,585,000 General Obligation Refunding Bonds.
10. Resolution re: Keeping Asian Carp Out of the Great Lakes.
11. Community Protection & Services Committee recommendation re: Renew personal services contract with Mann Communications, LLC for additional one year term.
12. Committee Chairperson Reports:
 - a. City Plan Commission
 - b. Finance/Purchasing & Building Committee
 - c. Park & Recreation Committee

13. Public comment on non-agenda items.

14. Mayor's comments.

15. Convene in closed session in accordance with the following exemption:

Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session. Wis. Stats 19.85(1)(e)

Consideration of: Purchase of public park property.

Move to reconvene in open session to take formal action upon preceding subject of closed session, if appropriate; or to conduct discussion or give further consideration where the subject is not appropriate for closed session consideration. The Council may adjourn in closed session.

16. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 11.27.13

Time: 12:00

By: JM

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
LIABILITIES				
POLLYANN	POLLYANNA SOUKUP	SOUKUP SEPT 13 COBRA PAYMT	01-000-000-21530	864.68
POLLYANN		SOUKUP OCT 13 COBRA PAYMT	01-000-000-21530	864.68
POLLYANN		SOUKUP NOV 13 COBRA PAYMT	01-000-000-21530	864.68
TOTAL LIABILITIES				2,594.04
TOTAL GENERAL FUND				2,594.04
LAW/LEGAL				
16555	PINKERT LAW FIRM, LLP	OCT 2013 T1 LEGAL	01-110-000-55010	415.00
TOTAL				415.00
TOTAL LAW/LEGAL				415.00
CITY CLERK-TREASURER				
01550	BP AMOCO	OUT OF TOWN FUEL/WRS TRAINING	01-115-000-55600	20.87
01550		OUT OF TOWN FUEL/PAYROLL FORUM	01-115-000-55600	25.37
TOTAL				46.24
TOTAL CITY CLERK-TREASURER				46.24
ADMINISTRATION				
04549	DOOR COUNTY ECONOMIC DEVELOPME	NEW NORTH ECON SUMM/MCNEIL	01-120-000-55600	90.00
TOTAL				90.00
TOTAL ADMINISTRATION				90.00
CITY ASSESSOR				
17700	QUILL CORPORATION	3CASES 81/2 X11 PAPER	01-130-000-52800	89.70
ASSO APP	ASSOCIATED APPRAISAL	12/3/13 CONTRACT	01-130-000-55010	1,245.83
GLOBAL	GLOBAL EQUIPMENT CO.	SAFECO MAP STORAGE	01-130-000-54999	48.40
GLOBAL		SAFECO MAP SOTRAGE	01-130-000-54999	50.30
GLOBAL		SHIPPING	01-130-000-54999	14.00
TOTAL				1,448.23
TOTAL CITY ASSESSOR				1,448.23
PUBLIC WORKS ADMINISTRATION				
03133	CELLCOM WISCONSIN RSA 10	10/13 CELL SERVICE/STREETS	01-150-000-58250	13.54
03133		10/13 CELL SERVICE /BOB	01-150-000-58250	48.62
TOTAL				62.16

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
TOTAL PUBLIC WORKS ADMINISTRATION				62.16
CITY HALL				
04575	DOOR COUNTY HARDWARE	MOUNTING TAPE	01-160-000-54999	4.99
20081	TARGET BANK	BLANK AV MEDIA	01-160-000-54999	33.24
22800	WALMART COMMUNITY	COFFEE	01-160-000-54999	11.38
23730	WPS	CITY HALL	01-160-000-56600	1,413.78
KONE	KONE INC.	ANNUAL HYDRAULIC TEST/ELEVATOR	01-160-000-58999	930.00
TOTAL				2,393.39
TOTAL CITY HALL				2,393.39
GENERAL EXPENDITURES				
09225	INFINITY TECHNOLOGY INC	OCTOBER WEB HOST	01-199-000-51100	50.00
09225		NOVEMBER WEB HOST	01-199-000-51100	50.00
DC SHER	DOOR COUNTY SHERIFFS DEPART	PH NOTICE SERVED	01-199-000-57450	140.00
DC SHER		MILEAGE	01-199-000-57450	9.00
TOTAL				249.00
TOTAL GENERAL EXPENDITURES				249.00
POLICE DEPARTMENT				
03101	CDW GOVERNMENT, INC.	CD/DVD LABEL	01-200-000-51950	64.47
03101		5PT GBIT SWITCH	01-200-000-51950	20.96
17700	QUILL CORPORATION	MISC OFFICE SUPPLIES	01-200-000-51950	144.19
17700		MISC OFFICE SUPPLIES	01-200-000-51950	30.71
20081	TARGET BANK	COMPUTER MOUSE & KEYBOARD	01-200-000-55500	28.49
20081		OFFICE SUPPLIES	01-200-000-51950	26.58
20081		OFFICE SUPPLIES	01-200-000-51950	4.54
20081		OFFICE SUPPLIES	01-200-000-51950	42.36
22800	WALMART COMMUNITY	100 DVD/100 DVR	01-200-000-51950	41.85
22800		2-100 DVD	01-200-000-51950	69.76
TOTAL				473.91
TOTAL POLICE DEPARTMENT				473.91
POLICE DEPARTMENT/PATROL				
01550	BP AMOCO	OUT OF TOWN FUEL	01-215-000-51650	27.68
03075	CARQUEST OF DOOR COUNTY	SQUAD MAINTENANCE	01-215-000-58600	14.68
03075		BATTERY /SQUAD #40	01-215-000-58600	95.28
04545	DOOR COUNTY COOPERATIVE	SUPPLIES/BOAT MAINTENANCE	01-215-000-58600	49.85
04696	DOOR COUNTY TREASURER	PD OCT FUEL 1524.69 @3.282/G	01-215-000-51650	5,004.03
06012	FASTENAL COMPANY	DISPOSABLE WIPING TOWELS	01-215-000-54999	60.69
19880	STURGEON BAY UTILITIES	SUNSET PK BT LAUNCH	01-215-000-56150	8.24

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
19880		NAUTICAL DR CAMERA RWTP	01-215-000-56150	8.24
20708	TRAF-O-TERIA SYSTEM	PARKING TICKET ORDER	01-215-000-58999	680.24
HENRY	CLINT HENRY	HENRY MEAL REIMB /COMMD COLLGE	01-215-000-55600	23.79
R0000048	SHELL FLEET PLUS	OUT OF TOWN FUEL	01-215-000-51650	61.00
R0000048		OUT OF TOWN FUEL	01-215-000-51650	40.00
R0000048		OUT OF TOWN FUEL	01-215-000-51650	33.78
R0000608	AUTO ZONE, INC	LIGHT BULB FOR SQUAD	01-215-000-58600	5.39
TOTAL				6,112.89
TOTAL POLICE DEPARTMENT/PATROL				6,112.89
POLICE DEPT. / INVESTIGATIONS				
01550	BP AMOCO	OUT OF TOWN FUEL	01-225-000-57950	66.01
01550		OUT OF TOWN FUEL	01-225-000-57950	55.51
TOTAL				121.52
TOTAL POLICE DEPT. / INVESTIGATIONS				121.52
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	FLOOR-PAGER BATTERY	01-250-000-52900	15.00
03159	CHARTER COMMUNICATIONS	WESTSIDE CABLE	01-250-000-54999	68.09
04696	DOOR COUNTY TREASURER	OCTOBER FUEL CHARGES FD	01-250-000-51650	1,641.70
06400	FIVE ALARM FIRE SAFETY	SCBA CHEST STRAPS	01-250-000-51350	130.96
14000	NAPA AUTO PARTS	BATTERY	01-250-000-53000	129.00
14000		WARRANTY ADJUST ON BATTERY	01-250-000-53000	-66.60
19880	STURGEON BAY UTILITIES	835 N 14TH AVE SALT SHED	01-250-000-56675	5.20
19880		835 N 14TH AVE CITY GARAGE	01-250-000-56675	42.00
19880		DUCK POND	01-250-000-56675	5.20
19880		SUNSET CNTR/NEW CONC	01-250-000-56675	42.00
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	13.00
19880		OTUMBA PARK	01-250-000-56675	5.20
19880		WEST SIDE WARMING HOUSE	01-250-000-56675	5.20
19880		WEST SIDE FIRE STATION	01-250-000-56675	42.00
19880		WEST SIDE FIRE STATION	01-250-000-56150	79.69
19880		WEST SIDE FIRE STATION	01-250-000-58650	83.18
19880		38 S NEENAH PAVILLION	01-250-000-56675	5.20
19880		38 S NEENAH AVE RSTRM/FC	01-250-000-56675	26.00
19880		JAYCEES BALLFLD STAND	01-250-000-56675	13.00
19880		MICH ST JC BALLFLD SPRINK	01-250-000-56675	42.00
19880		WEST SIDE BALLFLD LITES	01-250-000-56675	5.20
19880		916 N 14TH WARNING SIREN	01-250-000-56150	8.24
19880		COVE RD/CANAL RD SIREN	01-250-000-56150	15.18
19880		SUNSET PK STAR PLANT	01-250-000-56675	42.00
19880		835 N 14TH AVE SIGN SHED	01-250-000-56675	5.20
19880		CHERRY BLOSSOM PK	01-250-000-56675	13.00
19880		CLAY BANKS SIREN	01-250-000-56150	17.50
22800	WALMART COMMUNITY	FIRE PREVENTION SUPPLIES	01-250-000-54999	61.08
23730	WPS	656 S OXFORD /WEST SIDE FIRE	01-250-000-56600	136.76
23897	W.S. DARLEY & CO.	HOSE PLUG	01-250-000-53000	50.90
FIRST	FIRST NATIONAL BANK OF OMAHA	ANTIFREEZE	01-250-000-53000	17.94

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
FIRST		LABELS	01-250-000-54999	45.11
FIRST		TV EAST SIDE F.D	01-250-000-52700	468.00
FIRST		MEALS/HERLCHE & DIETMAN	01-250-000-55600	16.44
FIRST		STREAM LITE BATTERIES	01-250-000-51350	50.97
FIRST		CREDIT RETURN	01-250-000-51350	-187.50
SOUKUP	RICHARD SOUKUP	SWEATSHIRT	01-250-000-52900	32.69
TOTAL				3,125.73
TOTAL FIRE DEPARTMENT				3,125.73
STREET MACHINERY				
04696	DOOR COUNTY TREASURER	844.90 GAL DIESEL 3.684/GAL	01-450-000-51650	3,112.61
04696		300.10 GAL UNLEAD 3.282/GAL	01-450-000-51650	984.93
TOTAL				4,097.54
TOTAL STREET MACHINERY				4,097.54
CITY GARAGE				
01766	AURORA MEDICAL GROUP	DOT TESTING/ SURFUS & WIEGAND	01-460-000-57100	100.00
19310	GALETON GLOVES INC	GLOVES	01-460-000-52350	221.05
19310		SHIPPING	01-460-000-52350	13.01
19880	STURGEON BAY UTILITIES	835 N 14TH AVE SALT SHED	01-460-000-56150	8.24
19880		835 N 14TH AVE CITY GARAGE	01-460-000-56150	799.30
19880		835 N 14TH AVE CITY GARAGE	01-460-000-58650	127.00
23730	WPS	835 N 14TH AVE CIY GARG	01-460-000-56600	815.39
TOTAL				2,083.99
TOTAL CITY GARAGE				2,083.99
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	TRFC WARNING LGT ELM CTY C	01-499-000-58000	2.75
TOTAL				2.75
TOTAL HIGHWAYS - GENERAL				2.75
PARK & RECREATION ADMIN				
03133	CELLCOM WISCONSIN RSA 10	10/13 CELL SERVICES/ BOB	01-500-000-58250	48.62
03133		10/13 CELL SERVICE/SWYR DOCK	01-500-000-58250	14.03
03133		10/13 CELL SERVICE	01-500-000-58250	13.04
22800	WALMART COMMUNITY	BLACK INK	01-500-000-51950	66.97
PULSE	PENINSULA PULSE	HARMNY ADVERT	01-500-000-57450	588.60
TOTAL				731.26
TOTAL PARK & RECREATION ADMIN				731.26

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
PARKS AND PLAYGROUNDS					
02330	JIM OLSON MOTORS	REPAIR 4 WHL DRIVE/P-7	01-510-000-58600	1,273.64	
03075	CARQUEST OF DOOR COUNTY	HYDRAULIC FLUID & PUMP	01-510-000-53000	62.54	
04545	DOOR COUNTY COOPERATIVE	TEFLAN PASTE	01-510-000-54999	5.39	
04696	DOOR COUNTY TREASURER	OCT FUEL 448.25 G--3.28/GAL	01-510-000-51650	1,470.99	
04696		OCT FUEL 9.70 DIESEL --3.68/G	01-510-000-51650	35.73	
04966	EAGLE MECHANICAL INC	TOILET BOWL	01-510-000-51850	147.90	
04966		WAX RING	01-510-000-51850	3.00	
19070	SCHARTNER IMPLEMENT INC	BLUE MOWER PARTS & FILTER	01-510-000-53000	57.04	
19070		OIL COVER/ BLUE MOWER	01-510-000-51900	17.42	
19275	SHERWIN WILLIAMS	PAINT & PRIMER/TREX MATERIALS	01-510-000-52100	105.58	
19310	GALETON GLOVES INC	GLOVES	01-510-000-52350	133.50	
19880	STURGEON BAY UTILITIES	DUCK POND	01-510-000-58650	5.87	
19880		SUNSET CNTR/NEW CONC	01-510-000-56150	31.39	
19880		SUNSET CNTR/NEW CONC	01-510-000-58650	51.40	
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	83.06	
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	35.03	
19880		OTUMBA PARK	01-510-000-56150	52.12	
19880		OTUMBA PARK	01-510-000-58650	19.60	
19880		WEST SIDE WARMING HOUSE	01-510-000-56150	40.65	
19880		WEST SIDE WARMING HOUSE	01-510-000-58650	17.76	
19880		JAYCEES BALLFLD STAND	01-510-000-56150	30.93	
19880		JAYCEES BALLFLD STAND	01-510-000-58650	20.40	
19880		OTUMBA PK WLKWAY LITES	01-510-000-56150	43.67	
19880		OTUMBA PK/STREET LITE	01-510-000-56150	152.60	
19880		FLORIDA ST/SUNSET PK	01-510-000-56150	15.77	
19880		835 N 14TH AVE SIGN SHED	01-510-000-56150	22.84	
19880		835 N 14TH AVE SIGN SHED	01-510-000-58650	10.66	
19880		CHERRY BLOSSOM PK	01-510-000-56150	15.77	
19880		CHERRY BLOSSOM PK	01-510-000-58650	9.71	
20725	T R COCHART TIRE CENTER	TIRE REPAIR/BLUE MOWER	01-510-000-53000	25.00	
23730	WPS	335 S 14TH AVE MEM FLD	01-510-000-56600	157.55	
	DAWNS	DAWN'S LAWN CARE	FERTILIZE MARTIN PK & MEM FLD	01-510-000-51750	200.00
	DELFOSSSE	KYLE DELFOSSSE	DELFOSSSE WORK BOOT REIMBURSE	01-510-000-56800	100.00
	HORST	HORST DISTRIBUTING	PROS CHOICE RED	01-510-000-51760	780.00
	HORST		MOUND CLAY	01-510-000-51760	55.00
	HORST		CHALK	01-510-000-51760	6.25
TOTAL				5,295.76	
TOTAL PARKS AND PLAYGROUNDS				5,295.76	
MUNICIPAL DOCKS					
16725	ESP PRODUCTS, INC	2013 DOCK REMOVAL/SWYR LAUNCH	01-550-000-55900	490.00	
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LTS	01-550-000-56150	402.72	
19880		38 S NEENAH PAVILLION	01-550-000-56150	31.52	
19880		38 S NEENAH PAVILLION	01-550-000-58650	21.38	
19880		38 S NEENAH AVE RSTRM/FC	01-550-000-56150	127.83	
19880		38 S NEENAH AVE RSTRM/FC	01-550-000-58650	155.91	
23680	WS PACKAGING GROUP INC.	SEASONAL LAUNCH PASSES	01-550-000-51600	447.74	
23680		SHIPPING	01-550-000-51600	11.36	
23730	WPS	36 S. NEENAH AVE RESTRM	01-550-000-56600	31.12	
TOTAL				1,719.58	
TOTAL MUNICIPAL DOCKS				1,719.58	

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
WATER WEED MANAGEMENT				
LYNCH'S	KENNETH LYNCH	WINTR WRAP WEED HARVEST EQUIP	01-560-000-58999	2,620.00
		TOTAL		2,620.00
		TOTAL WATER WEED MANAGEMENT		2,620.00
WATERFRONT PARKS & WALKWAYS				
19880	STURGEON BAY UTILITIES	DC MUSEUM WALKWAY LIGHTS	01-570-000-56150	36.48
19880		DC MUSEUM PKG LOT LIGHTS	01-570-000-56150	199.28
		TOTAL		235.76
		TOTAL WATERFRONT PARKS & WALKWAYS		235.76
EMPLOYEE BENEFITS				
FIRST	FIRST NATIONAL BANK OF OMAHA	HRA DUNHAM GFT CRDS/WPPI INCEN	01-600-000-50550	550.00
		TOTAL		550.00
		TOTAL EMPLOYEE BENEFITS		550.00
COMMUNITY & ECONOMIC DEVLPMT				
17700	QUILL CORPORATION	CARTON 11X17 PAPER	01-900-000-52800	67.45
17700		CORRECTION TAPE	01-900-000-51950	4.94
17700		POST IT NOTES	01-900-000-51950	8.49
17700		POST IT NOTES	01-900-000-51950	5.99
17700		CD-RW	01-900-000-51950	15.29
		TOTAL		102.16
		TOTAL COMMUNITY & ECONOMIC DEVLPMT		102.16
		TOTAL GENERAL FUND		34,570.91
CAPITAL FUND				
PATROL				
02208	BAYCOM INC.	18 CAMERAS/ PORT SECURITY	10-215-000-59999	272,949.90
20081	TARGET BANK	PORT SECURITY ITEMS	10-215-000-59999	254.32
		TOTAL		273,204.22
		TOTAL PATROL		273,204.22
PARKS AND PLAYGROUNDS				
EXPENSE				
06580	FOTH AND VAN DYKE	PROF SERVCS LITTLE LAKE	10-510-000-59025	13,332.00
		TOTAL EXPENSE		13,332.00

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
EXPENSE				
EXPENSE				
TOTAL PARKS AND PLAYGROUNDS				13,332.00
TOTAL CAPITAL FUND				286,536.22
CABLE TV				
CABLE TV / GENERAL				
CABLE TV / GENERAL				
MANN	MANN COMMUNICATIONS, LLC	12/3/13 CONTRACT	21-000-000-55015	4,390.00
TOTAL CABLE TV / GENERAL				4,390.00
TOTAL CABLE TV / GENERAL				4,390.00
TOTAL CABLE TV				4,390.00
TID #3 DISTRICT				
TID #3 DISTRICT				
16555	PINKERT LAW FIRM, LLP	OCT 2013 T3 LEGAL	27-330-000-55001	507.00
TOTAL				507.00
TOTAL TID #3 DISTRICT				507.00
TOTAL TID #3 DISTRICT				507.00
TID #4 DISTRICT				
TID #4 DISTRICT				
16555	PINKERT LAW FIRM, LLP	OCT 2013 T4 LEGAL	28-340-000-55001	2,314.00
TOTAL				2,314.00
TOTAL TID #4 DISTRICT				2,314.00
TOTAL TID #4 DISTRICT				2,314.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04696	DOOR COUNTY TREASURER	893.52 GAL DIESEL 3.684/GAL	60-000-000-51650	3,291.73
TOTAL SOLID WASTE ENTERPRISE FUND				3,291.73
TOTAL SOLID WASTE ENTERPRISE FUND				3,291.73
TOTAL SOLID WASTE ENTERPRISE				3,291.73
TOTAL ALL FUNDS				331,609.86

MANUAL CHECKS

SOUTHERN DOOR SCHOOL 11/20/2013 Check #73829 MOBILE HOME TAX PAYMENT 01-000-000-41300	\$229.43
STURGEON BAY SCHOOLS Check #73830 MOBILE HOME TAX PAYMENT 01-000-000-41300	\$3,084.54
TOTAL MANUAL CHECKS	\$3,313.97

INVOICES DUE ON/BEFORE 12/03/2013

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	34,570.91	37,884.88
CAPITAL FUND	286,536.22	
CABLE TV	4,390.00	
TID #3 DISTRICT	507.00	
TID #4 DISTRICT	2,314.00	
SOLID WASTE ENTERPRISE	3,291.73	
TOTAL --- ALL FUNDS	331,609.86	334,923.83

Denny B. Wegel 11-26-13
Permitt 11-26-13
[Signature] 11-26-13

COMMON COUNCIL
November 19, 2013

A regular meeting of the Common Council was called to order at 7:00 p.m. by Mayor Birmingham. The Pledge of Allegiance was recited. Roll call: Wiegand, Vandertie, Ireland, Wiesner, Stutting, Fett and Schlicht were present.

Schlicht/Fett to adopt agenda. Carried.

Assistant Fire Chief Tim Dietman presented checks to three local organizations from the proceeds of the Community Cancer shirts.

Stutting/Schlicht to approve following bills: General Fund - \$2,040,306.98, Capital Fund - \$12,843.97, Cable TV - \$3,188.00, TID #2 - \$550.00, TID #3 - \$16,325.00, TID #4 - \$23,590.71, and Solid Waste Enterprise Fund - \$16,056.55 for a grand total of \$2,112,861.21. Roll call: All voted aye. Carried.

Fett/Ireland to approve consent agenda:

- a. Approval of 11/5/13 regular and 11/12/13 special Common Council minutes.
- b. Approval of the following minutes:
 - (1) Sturgeon Bay Utility Commission – 10/8/13
 - (2) Waterfront Redevelopment Authority – 10/28/13
 - (3) Finance/Purchasing & Building Committee – 10/29/13
 - (4) Revolving Loan Fund Committee – 11/14/13
- c. Place on file the following reports:
 - (1) Fire Department Report – October 2013
 - (2) Inspection Department Report – October 2013
 - (3) Bank Reconciliation – October 2013
 - (4) Revenue & Expense Report – October 2013
- d. Consideration of: Approval of Beverage Operator licenses.
- e. Consideration of: Approval of Combination Class B Beer & Class B Liquor license.
- f. Consideration of: Approval of Combination Class A Beer & Class A Liquor license.
- g. Consideration of: Approval of Sidewalk Café Permit for Henry S. Baird Lodge #174.

Carried.

There were no mayoral appointments.

RECOMMENDATION

We, the Waterfront Redevelopment Authority, hereby recommend that the City proceed to work with Robert W. Baird to refinance the June 1, 2005 and December 1, 2006 TID #2 General Obligation bonds.

WATERFRONT REDEVELOPMENT AUTHORITY
By: Thomas Herlache, Chr.

Stutting/Schlicht to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee recommend that the City proceed to work with Robert W. Baird to refinance the June 1, 2005 and December 1, 2006 TID #2 General Obligation Bonds.

FINANCE/PURCHASING & BUILDING COMMITTEE
By: Joseph Stutting, Chr.

Stutting/Fett to adopt. Carried.

Wiegand/Ireland to read in title only and adopt the resolution provided for the sale of approximately \$5,585,000 general obligation refunding bonds.

RECOMMENDATION

We, the Sturgeon Bay Revolving Loan Fund Committee, hereby recommend that a loan of \$35,000 be approved for Dennis M. Statz DBA Dancing Bear to be used for façade improvements and that the loan be approved subject to the following conditions:

- A. Interest Rate: 1.0%
- B. Term of Loan: 5 Years with a 5 -Year Amortization Period.
- C. Monthly payments of principal and interest will be made to the City of Sturgeon Bay until the loan is paid in full.
- D. The collateral for the loan will be a first mortgage on the property located at 13 North Third Ave.
- E. Dennis M. Statz DBA Dancing Bear will enter into a General Business Security Agreement.
- F. The loan shall be personally guaranteed by Dennis M. Statz with spousal consent.
- G. The applicant shall contribute equity in the amount of \$35,000.
- H. The borrower shall obtain and keep insurance on all equipment and the real estate, with the City of Sturgeon Bay listed as loss payee.
- I. The applicant will create .5 and retain 1.5 FTE (full-time equivalency) jobs within three years of loan closing of which at least 51% shall be held or made available to persons of low to moderate income.
- J. Dennis M. Statz DBA Dancing Bear shall provide the City's Loan Administrator with annual business income tax returns and financial statements by April 15th of each year.
- K. The applicant will pay all out-of-pocket loan-processing costs at closing including attorney fees for loan documentation.
- L. The applicant shall submit a complete application package, to the satisfaction of William Chaudoir, Executive Director, DCEDC.
- M. The loan recipient's business location must remain in the City of Sturgeon Bay or the loan immediately becomes due and payable.
- N. This commitment is valid for a 60-day period at which time the loan shall be closed or this commitment is null and void.

We further recommend that the City Attorney be authorized to prepare the loan agreement, promissory note, security instrument and other necessary legal documents and that the Mayor and City Clerk be authorized to sign the necessary documents to implement this action.

STURGEON BAY REVOLVING LOAN FUND COMMITTEE

By: Mike Gilson, Chairman

Stutting/Wiegand to adopt. Carried.

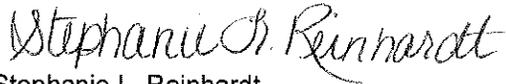
Personnel Committee Chair Stutting, Parking & Traffic Committee Chair Schlicht, Community Protection & Services Committee Chair Fett and Sturgeon Bay Utility Commission member Fett presented reports for their respective committees/commissions.

No one spoke during public comment.

The Mayor made his comments.

Ireland/Wiesner to adjourn. Carried. The meeting adjourned at 7:20 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Stephanie L. Reinhardt". The signature is written in black ink and is positioned above the printed name.

Stephanie L. Reinhardt
City Clerk/Human Resources Director

WATERFRONT DESIGN REVIEW BOARD

Tuesday, November 12, 2013

The Waterfront Design Review Board meeting was called to order at 12:17 p.m. by Chairperson William Galligan in Council Chambers, City Hall, 421 Michigan Street.

Roll call: Members William Galligan, Dennis Statz and James Goodwin were present. Mr. Paulsen entered the meeting at 12:20 p.m. Excused: Member Shelly Kerwin. Also present were Colortech of Wisconsin representative Scott Timm, Community Development Director Marty Olejniczak, and Community Development Secretary Cheryl Nault.

Adoption of agenda: Moved by Mr. Goodwin, seconded by Mr. Statz to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Approval of minutes from September 25, 2013.
4. Consideration of: Signage for BP Station, 253 Michigan St.
5. Adjourn.

Carried.

Approval of minutes from September 25, 2013: Moved by Mr. Goodwin, seconded by Mr. Statz to approve the minutes from September 25, 2013. Carried.

Consideration of: Signage for BP Station, 253 Michigan St.: Mr. Timm stated that the BP Station would like to replace their two existing gas price canopy signs with LED signs. The proposed signs would only contain a single-grade product, with green numbers. The existing gas price signs are manually changed. He said since the building to the west (Gourmet-A-Go-Go) is an obstruction, they would like to bring the signage 30" beyond the canopy for better visibility coming off the bridge. The sign would still be within the right-of-way. The sign on the east side would remain flush with the canopy.

A short discussion was held. Moved by Mr. Goodwin, seconded by Mr. Galligan to grant a certificate of appropriateness as presented.

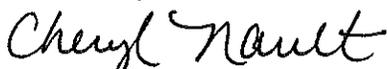
Mr. Paulsen stated that the Board's job is to approve aesthetics. He did not approve of the sign extending further than the canopy. Mr. Statz agreed and that he had no problem with the sign remaining flush with the canopy. Mr. Timm added that they wanted visitors to see the sign coming off the bridge. He didn't feel the 30" would be that noticeable if the sign was painted white to coincide with the backside of the canopy.

Mr. Goodwin withdrew his motion.

Moved by Mr. Statz, seconded by Mr. Paulsen to issue a certificate of appropriateness as presented, except with the west-facing digital sign to be flush with the canopy. All ayes. Carried.

Adjourn: Moved by Mr. Statz, seconded by Mr. Goodwin to adjourn. Carried. Meeting adjourned at 12:30 p.m.

Respectfully submitted,



Cheryl Nault
Community Development Secretary

FINANCE/PURCHASING & BUILDING COMMITTEE
November 12, 2013

A meeting of the Finance/Purchasing & Building Committee was called to order at 6:30 p.m. by Chairperson Stutting in the Council Chambers, City Hall. Roll call: Members Stutting, Wiegand and Schlicht were present. Also present: Alderperson Wiesner, Alderperson Vandertie, Alderperson Fett, City Administrator McNeil, Finance Director/City Treasurer Clarizio, Municipal Services Director Bordeau, Public Works Crew Supervisor Shefchik, Sturgeon Bay Utilities General Manager Stawicki, Robert W. Baird Managing Director Brad Viegut and Receptionist Metzger.

A motion was made by Alderperson Wiegand, seconded by Alderperson Schlicht to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: TID # 2 & General Fund Bond Refinancing.
4. Consideration of: Farm Market Fee Increase and Marina Slip Fees.
5. Review of unfinished business list.
6. Review bills.
7. Adjourn.

Carried.

Consideration of: TID # 2 & General Fund Bond Refinancing:

Mr. Viegut presented an overview of the refunding Robert W. Baird has been monitoring over the course of 2013 with regard to refinancing the June 1, 2005 TID #2/General Fund bonds and the December 1, 2006 TID bonds. With interest rates lowering, the City is in a position to refinance \$5,585,000 from the current interest rate of 3.75%-4.75% to 2.27%. This would generate an estimated savings of \$72,910 for TID #2 and \$36,027 for the General Fund. The bonds would be callable on October 1, 2022. The initial approval of the resolution would be at the November 19, 2013 Common Council meeting, with final approval for securing the bonds at the December 3, 2013 meeting.

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to recommend to Common Council that the City proceed to work with Robert W. Baird to refinance the June 1, 2005 General Fund/TID #2 General Obligation bonds, and the December 1, 2006 TID #2 General Obligation bonds. Carried.

Consideration of: Farm Market Fee Increase and Marina Slip Fees:

Municipal Services Director Bordeau led the brief discussion with regard to the proposed increases to the Farm Market vendor fees. The proposed increases would generate approximately \$1,000 in annual revenue.

Moved by Alderperson Wiegand, seconded by Alderperson Stutting to forward a resolution to Common Council to approve the proposed Farm Market vendor fee increases as follows:

<u>Fee</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Extended Season	\$ 165.00 plus tax	\$ 175.00 plus tax
Regular Season	\$ 121.00 plus tax	\$ 150.00 plus tax
Daily Vendor-full space	\$ 17.00	\$ 20.00

Daily Vendor- half space/grass \$ 10.00

\$ 15.00

Mr. Bordeau continued to explain the need for the proposed Marina slip rental fee. Currently the City marina offers seasonal and per foot rates. He stated there have been many requests for weekly or monthly rates and that we have lost people because of the lack of options. He is proposing weekly rates in the amount of \$175 and monthly rates in the amount of \$500. Concern was expressed throughout the Committee that the City should not be in direct competition with the "for profit" marinas. Mr. Bordeau stated if the pricing was out of line with other Marinas the request would come back to the Finance Committee for further discussion.

Moved by Alderperson Wiegand, seconded by Alderperson Schlicht to forward a resolution to Common Council to accept the proposed Marina fees as follows. Carried.

<u>Fee</u>	<u>Proposed Rate</u>
Weekly Slip Rental	\$ 175.00 plus tax
Monthly Slip Rental	\$ 500.00 plus tax

Unfinished business list was not discussed.

Review bills:

Moved by Alderperson Schlicht seconded by Alderperson Wiegand to approve the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Schlicht, seconded by Alderperson Wiegand to adjourn. Carried. The meeting adjourned at 6:44 pm.

Respectfully submitted,



Tricia Metzger

CABLE COMMUNICATION SYSTEM ADVISORY COUNCIL
November 14, 2013

A meeting of the Cable Communication System Advisory Council was called to order at 5:12 p.m. by Chairperson Fett in Council Chambers, City Hall. Roll call: Members Fett, Clinkenbeard, Weber and Stutting were present. Excused: Members Allmann and Emery. Also present: Alderperson Wiesner, Alderperson Schlicht, Jason Mann of Mann Communications, LLC, City Administrator McNeil, and SBPD Office Manager Spude-Olson.

Moved by Ms. Weber, seconded by Mr. Stutting to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Discussion of: 2014 Cable TV budget.
4. Adjourn.

Carried.

Consideration of: 2014 Cable TV budget:

Jason Mann of Mann Communications, LLC explained line items in the 2014 budget. By going off the direction from last year, he included the only increase in funding in the budget is to updating of equipment. Moved by Ms. Weber, seconded by Mr. Stutting to accept the 2014 Cable TV budget as presented. Carried.

Moved by Mr. Stutting, seconded by Ms. Weber to adjourn. Carried. The meeting adjourned at 5:16 p.m.

Respectfully submitted,

Sarah Spude-Olson
SBPD Office Manager

COMMUNITY PROTECTION & SERVICES COMMITTEE
November 14, 2013

A meeting of the Community Protection & Services Committee was called to order at 5:17 p.m. by Chairperson Fett in Council Chambers, City Hall. **Roll Call:** Members Mr. Fett and Mr. Wiesner were present. Excused: Member Mr. Ireland. Also present: Jason Mann of Mann Communications, LLC, City Administrator McNeil, and SBPD Office Manager Spude-Olson.

Moved by Mr. Fett, seconded by Mr. Wiesner to adopt the following agenda:

1. Roll call.
2. Adoption of agenda.
3. Consideration of: Personal service contract with Mann Communication, LLC for cable TV services
4. Adjourn.

Carried.

Consideration of: Personal Service Contract with Mann Communication, LLC for Cable TV Services

City Administrator McNeil explained that the personal services contract with Mann Communications, LLC can be extended for one year as to tie into the State budget, per City ordinance. In 2014, the contract can be considered again at that time, and extended for a two-year period. The City shall compensate Mann Communications, LLC for their services at the annual rate of \$56,220 during the term of the contract, paid in equal monthly installments. Moved by Mr. Wiesner, seconded by Mr. Fett to recommend to Common Council the renewal of the personal services contract with Mann Communications, LLC for an additional term of one year commencing January 1, 2014 and ending December 31, 2014. Carried.

Moved by Mr. Fett, seconded by Mr. Wiesner to adjourn the meeting of the Community Protection Services Committee. Carried. The meeting was adjourned at 5:23 p.m.

Respectfully submitted,

Sarah Spude-Olson
Police Department Office Manager



STURGEON BAY POLICE DEPARTMENT



The mission of the Sturgeon Bay Police Department is to serve, protect, and work in partnership with the community to ensure a safe, nurturing environment.

To: The Honorable Mayor
 Members of the Common Council
 Members of the Police and Fire Commission
 City Administrator Steve McNeil
 Officers of the Sturgeon Bay Police Department
 Media

From: Captain Daniel J. Brinkman

Subject: Monthly Report for October, 2013

Date: November 19, 2013

The following is a summary of the Police Department's activities for the month of October. The activities included are crimes investigated, police service calls handled by department members, arrests completed, traffic accidents investigated, miles traveled, fuel consumed, training completed, and public education provided by department members.

Crimes Investigated

The Department, during the month, investigated a total of 58 crimes.

These crimes can be broken down and classified as follows.

Theft.....	19
Criminal Damage to Property	07
Disorderly Conduct.....	05
Possession of Marijuana.....	01
Bail Jumping	03
Violate Court Order	02
Harassment.....	06
Child Abuse / Neglect	02
Battery.....	04
Forgery/Fraud / Scams	03
Reckless Endanger Safety with Weapon.....	01
Possession of Drug Paraphernalia.....	01
Interfere with Child Custody by Parent.....	01
Possess Prescription Drug w/o Prescription.....	01
Strangulation / Suffocation.....	01
Sexual Assault of Child.....	01

TOTAL 58

The above crimes resulted in the loss of \$16,491 to the community, of which \$10,000 has been recovered.

Arrests

The Department completed a total of 140 arrests during the month. These arrests encompass violations from traffic to felony, and are listed below by type of violations and number of arrests for each category.

A. Felony Crime Arrest		
Strangulation / Suffocation	01	
False Imprisonment.....	01	
		TOTAL 02

Warrant Arrests.....00

B. Misdemeanor Crime Arrests		
Disorderly Conduct.....	05	
Battery	04	
Possess Tobacco Underage.....	01	
Bail Jumping.....	01	
Criminal Damage to Property	01	
Possess Prescription Drug w/o Prescription.....	01	
		TOTAL 13

Wisconsin Probation & Parole Violation Arrests02

Warrant Arrests.....03
TOTAL 05

C. Ordinance Violation Arrests		
Disorderly Conduct.....	01	
Possess Drug Paraphernalia	01	
Loitering	05	
Possession of Marijuana	01	
Disorderly Conduct w/Vehicle.....	01	
Theft.....	01	
Possess Tobacco Underage.....	02	
		TOTAL 12

D. Traffic Crime Arrests		
Operate While Intoxicated (2 nd or more)	01	
No Driver's License (2 nd or more)	02	
Operate after Driver's License Revoked.....	04	
Fail to Install Ignition Interlock Device	01	
		TOTAL 08

E. Traffic Violation Arrests		
Operating a Motor Vehicle While Intoxicated.....	03	
Speeding Violations.....	48	
Motor Vehicle Registration Violation.....	09	
Failure to Obey a Traffic Sign or Signal	02	
Equipment Violation.....	03	
Operating While Driver's License Suspended/Revoked	08	
No Driver's License.....	04	
Fail to Yield.....	01	

Inattentive Driving	02
Seat Belt Violations	05
Miscellaneous Moving Traffic Violations	15
	TOTAL 100

In addition to the preceding arrests, the Department conducted a total of 409 traffic stops during the month and logged 97 violations for various motor vehicle defects and local ordinances and issued 89 written warnings for those violations. A total of 09 parking tickets were issued for parking violations throughout the city.

Traffic Accidents

The Department, during the month, investigated a total of 24 vehicle accidents. These investigations are categorized into four types, which are described below.

A. Motor Vehicle Accidents Involving Fatalities.....	00
B. Motor Vehicle Accidents Involving Injuries	00
C. Motor Vehicle Accidents Involving Property Damage	22
(greater than \$1,000.00)	
D. Motor Vehicle Accidents Involving Property Damage	02
(less than \$1,000.00)	
	TOTAL 24

Police Service Calls

Department members handled 404 service calls during the month. These calls consist of both citizen requests for police service as described below (317), crimes investigated (58), traffic accidents investigated (24), and Wisconsin Probation and Parole Assists (05).

A. Traffic and Road Incidents	44
This category consists of all assignments involving assists to motorists in distress, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing debris from roadways, and all parking problem complaints.	
B. Noise Complaints	04
These complaints involve private parties, licensed liquor establishments, and parties in public places.	
C. Sick and Injured Persons	05
Assistance rendered to the Ambulance Service and sick or injured persons. (Of these calls 02 required the commitment of citizens to a Mental Health Facility for mental or substance abuse problems.)	
D. Alarms	12
Officers responded to activated burglar and hold-up alarms at area banks and other business establishments and residences as well as fire alarms.	
E. Complaints Involving Animals	15
Investigation by officers of noisy animals, loose animals, animal bites, wild animals, and sick, injured or dead animal complaints.	

F. Civil Disputes	03
Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G. Escorts	08
Transporting citizens, money escorts for area financial institutions, funerals, and for area industry.	
H. Civil Assistance Rendered	07
This category is broad and involves such services as auto and home lockouts, emergency notifications, attempts to locate people, retrieve personal property, and registration assistance.	
I. Assistance Rendered to Other Agencies	06
Includes assistance to other law enforcement and government agencies.	
J. Suspicious Person	21
Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of other people.	
K. Suspicious Motor Vehicles	17
Complaints of occupied, unoccupied, abandoned, and junked motor vehicles.	
L. Liquor Establishments	00
Complaints of problems with patrons.	
M. Fights or Brawls	02
Complaints of persons fighting where no criminal arrests were made.	
N. Self-Initiated Field Activity	86
All initiated activity by the officer to include, but not limited to, routine security checks of area industries, businesses, city parks, residences, and compliance checks of local liquor establishments.	
O. Juvenile Problems	13
Requests for police service that strictly involve property calls and all unfounded calls for police service. The calls vary from mischief to family problems to runaway situations.	
P. Miscellaneous Incidents	52
Includes arrest warrants served, recovered property calls, and all unfounded calls for police service. This category includes unfounded 9-1-1 calls investigated by Department members during the month.	
Q. Welfare Checks	17
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.	

R. Gas Drive Off..... 05

Routine non-theft investigations where a motorist drove away without paying for their gas. Typically involves a driver error, store employee error or credit card reader error.

TOTAL 317

Department Mileage and Fuel Consumption

Officers patrolled a total of 14,739 miles with department vehicles, consuming 1,277 gallons of fuel. The fleet averaged 11.5 miles per gallon of fuel during the month.

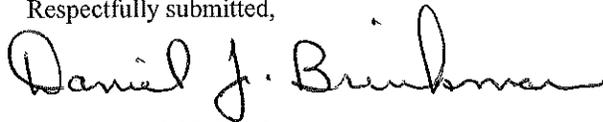
Department Training

Officers Steve South and Chad Mielke provided monthly training to 6 members of the Lakeshore Police Explorers, Post 9368.

Public Education

No public education took place during the month of October.

Respectfully submitted,



Captain Daniel J. Brinkman

Mayoral Appointments

DCEDC Board of Directors

Thad Birmingham, Mayor (2 year term)

RESOLUTION

WHEREAS, the Common Council of the City of Sturgeon Bay has determined that it is in the best interests of the City of Sturgeon Bay to increase the Farm Market Vendor fees.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Sturgeon Bay hereby adopts the following fees:

<u>Type</u>	<u>Fee</u>
Full Space Daily Farm Market Vendor	\$20.00
Half Space Daily Farm Market Vendor	\$15.00
Regular Season Market Space	\$150.00 (plus tax)
Extended Seasonal Market Space	\$175.00 (plus tax)

* * * * *

Introduced by_____.

Moved by Alderperson _____, seconded by Alderperson _____, that said resolution be adopted.

Passed by the Council on the _____ day of _____, 2013.

EXECUTIVE SUMMARY

DATE: November 4, 2013

TITLE: Fee Changes and Additions for 2014

BACKGROUND: The Parks and Recreation Department reviewed their annual agreements for Farm Markets and Marinas. In the process, we noticed that the fee charged to seasonal vendors was skewed in the fact that those signing up for the extended season (21 weeks) were paying more per day than those signing up for the regular season (18 weeks). We also want to consider increasing the daily farm market vendor rate.

We have also been approached by many boaters wanting to rent a slip at Stone Harbor Marina for a week or even a month. We would like to be able to set a rate for a week and month slip rental in addition to the daily and seasonal rates.

ANALYSIS: The City currently charges \$165.00 plus tax for our extended seasonal farm market spaces and \$121.00 plus tax for our regular season farm market spaces. We are proposing to increase those rates to \$175.00 and \$150.00 respectively so they are each paying \$8.33 per week. We would also like to increase the daily farm market vendor rate from \$17 to \$20 per day for a full space and from \$10 to \$15 per day for a half space or a grass space.

The Parks and Recreation Department is suggesting setting a fee for weekly and monthly slip rentals of \$500.00 per month and \$175 per week.

FISCAL IMPACT: Increasing the seasonal Farm Market rates will generate approximately \$1,000 in additional revenue based upon the current number of seasonal vendors we have. Raising the daily vendor fee will increase the revenue received by approximately \$1,000 based upon the number of daily vendors we had this year to date.

It is uncertain how setting a weekly and monthly fee for slip reservations will affect the revenue for transient marina fees since we currently don't have a set fee, but it could increase our reservations just by having this as an option.

OPTIONS:

1. Accept the fees changes and additions as proposed
2. Leave the fees at their current 2013 rate
3. Change the fees to something else considered appropriate

Prepared by: Bob Bordo
Bob Bordoau
Municipal Services Director

Date: 11/4/2013

Reviewed by: Val Clarizio
Val Clarizio
Finance Director/City Treasurer

Date: 11/5/13

Steve McNeil
Steve McNeil
City Administrator

Date: 11/5/13

RESOLUTION NO. _____

RESOLUTION AWARDDING THE SALE OF
\$5,585,000* GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, on November 19, 2013, the Common Council of the City of Sturgeon Bay, Door County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") authorizing the issuance of General Obligation Refunding Bonds for the public purpose of refinancing the callable portions of the General Obligation Refunding Bonds, dated June 1, 2005 (the "2005 Bonds") and General Obligation Refunding Bonds, dated December 1, 2006 (the "2006 Bonds") (collectively, those callable portions shall be referred to herein as the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin ("Baird") to take the steps necessary to sell its General Obligation Refunding Bonds (the "Bonds") for that purpose;

WHEREAS, Baird in consultation with the officials of the City, 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 Bonds and indicating that the Bonds would be offered for public sale on December 3, 2013;

WHEREAS, the City Clerk (in consultation with Baird) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on December 3, 2013;

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

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 City. Baird has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

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

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the City and Baird in connection with the

* Estimated, subject to change.

preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed, pursuant to Section 67.04, Wisconsin Statutes, through the issuance of the Bonds, the sum of FIVE MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$5,585,000*).

Section 1C. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor 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. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$5,585,000*; shall be dated December 30, 2013; 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 D-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 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 Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. The Bonds of this issue which mature first are designated as being issued to refund the Refunded Obligations in the order in which the debt evidenced by said obligations were incurred.

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Bonds 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

* Estimated, subject to change.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds 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 2024 for the payments due in the years 2014 through 2025 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 Bonds 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 Bonds in the year 2014.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds 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 Bonds, 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 Bonds 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 amounts levied to pay debt service on the Refunded Obligations 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 Bonds coming due on April 1, 2014 and the principal and interest on the Bonds 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 General Obligation Refunding Bonds, dated December 30, 2013" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds 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 Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds 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 Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds 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 Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds 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 Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds 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 Bonds 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 Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond 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 Bonds 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 purpose for which borrowed or for the payment of the principal of and the interest on the Bonds. In order to accomplish the purpose for which the Bonds are issued, proceeds of the Bonds shall be transferred to the Escrow Account, as provided in Section 18 hereof. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Bonds have been issued has been accomplished, and, at any time, any monies as are not needed and

which obviously thereafter cannot be needed for such purpose 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 Bonds 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 Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds 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 Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds 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 Bonds 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 Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds 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 Bonds 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 Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds 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 Bonds 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 Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor 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 Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures

appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds 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 Bonds 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 Bonds, 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 Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City'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 City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond 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 Bond 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 Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond 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 Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds 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 Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds 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 Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds 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 Bonds 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 Bonds 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 Final 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 Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, 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 Bonds 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 Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, 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. Escrow Agent; Escrow Agreement; Escrow Account. Associated Trust Company, National Association, Green Bay, Wisconsin, is hereby appointed escrow agent for the City for the purpose of ensuring the payment of the principal of and interest on the Refunded Obligations (the "Escrow Agent").

The Mayor and City Clerk are hereby authorized and directed to execute an escrow agreement substantially in the form attached hereto as Exhibit G (the "Escrow Agreement") (such form may be modified by said officers prior to execution, the execution of such agreement by said officers to constitute full approval of the Common Council of any such modifications), with the Escrow Agent, for the purpose of effectuating the provisions of this Resolution.

The Bond Proceeds allocable to refunding the Refunded Obligations, other than any premium not used for the Refunding and accrued interest which shall be deposited in the Debt Service Fund Account created above, shall be deposited in a refunding escrow account which is hereby created with the Escrow Agent, pursuant to the Escrow Agreement, for the purpose of retaining the required amount of cash, if any, and acquiring the United States obligations provided for in the Escrow Agreement.

Upon transfer of the Bond Proceeds and any other necessary funds allocable to refunding the Refunded Obligations to the Escrow Account, the taxes heretofore levied to pay debt service on the Refunded Obligations shall be abated to the extent such transfer together with investment earnings thereon is sufficient to pay the principal of and interest on the Refunded Obligations, but such abatement shall not affect the City's pledge of its full faith, credit and resources to make such payments. The refunding escrow account created by the Escrow Agreement shall hereinafter serve as the debt service (or sinking) fund account for the Refunded Obligations. The Escrow Agent shall serve as custodian of said debt service (or sinking) funds.

Section 19. SLGS Subscriptions. The Escrow Agent and Baird are authorized to submit subscriptions for United States Treasury Securities - State and Local Government Series and to purchase other U.S. government securities on behalf of the City in such amount as is necessary in order to carry out the Refunding.

Section 20. Redemption of the 2005 Bonds. The 2005 Bonds due on October 1, 2016 and thereafter are hereby called for prior payment and redemption on October 1, 2015 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2005 Bond Notice"), to be provided at the times, to the parties and in the manner set forth on the 2005 Bond Notice.

Section 21. Redemption of the 2006 Bonds. The 2006 Bonds due on October 1, 2017 and thereafter are hereby called for prior payment and redemption on October 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the Escrow Agent appointed above to cause timely notice of redemption, in substantially the form attached to the Escrow Agreement (the "2006 Bond Notice"), to be provided at the times, to the parties and in the manner set forth on the 2006 Bond Notice.

Section 22. 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 Bonds in the Record Book.

Section 23. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond 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 Bonds 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 Bond provided herein.

Section 24. 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.

Adopted, approved and recorded December 3, 2013.

Thad Birmingham
Mayor

ATTEST:

Stephanie L. Reinhardt
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

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)

DRAFT

EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
DOOR COUNTY
NO. R-____ CITY OF STURGEON BAY \$_____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ December 30, 2013 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sturgeon Bay, Door 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 April 1, 2014 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond 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 Bond 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"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond 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 Bond is one of an issue of Bonds aggregating the principal amount of \$5,585,000, 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 67.04, Wisconsin Statutes, for the purpose of paying the cost of 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 November 19, 2013 and December 3, 2013. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Bonds 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.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds 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 Bonds of a maturity are to be called for redemption, the Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond 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 Bond, together with the interest thereon, when and as payable.

This Bond 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 Bond 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 Bonds, and the City appoints another depository, upon surrender of the Bond

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 Bond 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 Bonds (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 Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond 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 Bonds are issuable solely as negotiable, fully-registered Bonds 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 Sturgeon Bay, Door County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor 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 STURGEON BAY,
DOOR COUNTY, WISCONSIN

(SEAL)

By: _____
Thad Birmingham
Mayor

By: _____
Stephanie L. Reinhardt
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 Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond 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)

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

(Authorized Officer)

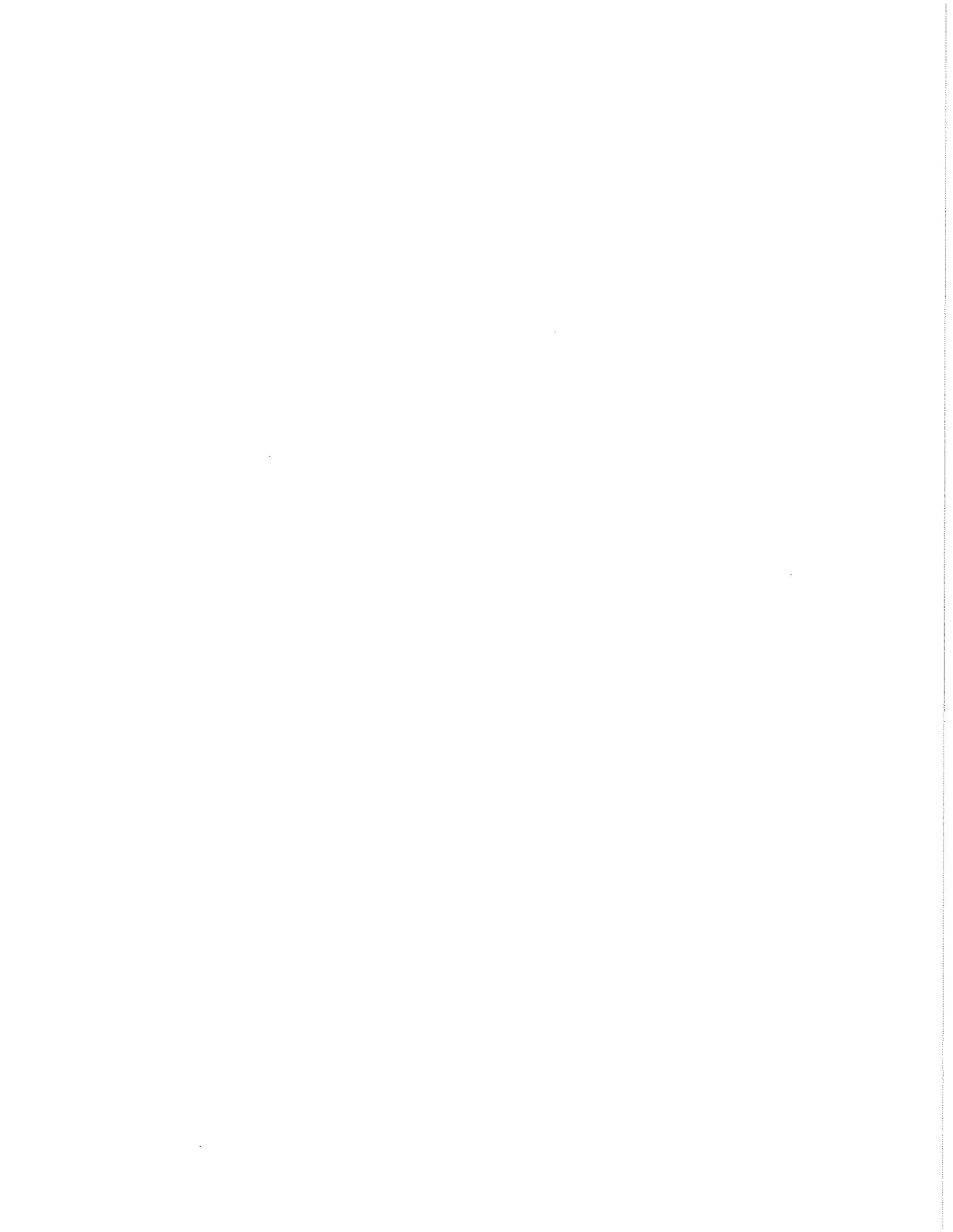


EXHIBIT F

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 30th day of December, 2013 between the City of Sturgeon Bay, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$5,585,000 General Obligation Refunding Bonds, dated December 30, 2013 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on November 19, 2013 and December 3, 2013 (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), Wisconsin Statutes 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), Wisconsin Statutes.

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), Wisconsin Statutes, 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 April 1, 2014 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 principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal 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.

[The Obligations due on October 1, 20__ and October 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(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. [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(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 and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or 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 [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. [Obligations subject to mandatory redemption shall be selected as described in (a) above.] 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.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any 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/C] 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 deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(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), Wisconsin Statutes, 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.

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF STURGEON BAY, DOOR
COUNTY, WISCONSIN

By _____
Thad Birmingham
Mayor

Stephanie L. Reinhardt
City Clerk

(SEAL)

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

By _____
Title _____

Attest _____
Title _____

(SEAL)

SCHEDULE A

Debt Service Schedule
\$5,585,000 General Obligation Refunding Bonds
of the City of Sturgeon Bay, Wisconsin
dated December 30, 2013

(SEE ATTACHED)

DRAFT

[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on October 1, ____, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1,

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

[SCHEDULE B

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

City of Sturgeon Bay, Wisconsin
General Obligation Refunding Bonds
Dated December 30, 2013

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on October 1, 20__ shall be subject to mandatory sinking fund redemption on October 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

Redemption Date Principal Amount CUSIP Number

October 1, ____

\$ _____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
COMMON COUNCIL

CITY OF STURGEON BAY, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission 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 the call date. At least thirty (30) days prior to the call date notice shall also be provided to the Municipal Securities Rulemaking Board.]

SCHEDULE [B/C]

(See Attached)

DRAFT

EXHIBIT G

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into the 30th day of December, 2013 by and between the City of Sturgeon Bay, Wisconsin (the "City") and Associated Trust Company, National Association, Green Bay, Wisconsin, a national banking association with trust powers (the "Escrow Agent").

RECITALS

The City has duly issued General Obligation Refunding Bonds, dated June 1, 2005 (the "2005 Bonds") and General Obligation Refunding Bonds, dated December 1, 2006 (the "2006 Bonds") (collectively, the 2005 Bonds and 2006 Bonds shall be referred to herein as the "Prior Issues").

The City has duly authorized and sold and is delivering this day its \$5,585,000 General Obligation Refunding Bonds, dated December 30, 2013 (the "Refunding Obligations") for the purpose of providing funds sufficient to refund the 2016 through 2025 maturities of the 2005 Bonds and the 2017 through 2021 maturities of the 2006 Bonds (collectively, hereinafter the portion of the Prior Issues being refunded shall be referred to herein as the "Refunded Obligations") (the "Refunding").

The Refunded Obligations mature and bear interest on the dates and in the amounts shown on Exhibit A-1 through Exhibit A-2, respectively.

In order to accomplish the Refunding, it is necessary to irrevocably deposit in trust an amount (in the form of investment securities and cash) which, together with investment income therefrom, will be sufficient to pay when due the principal of and interest on the Refunded Obligations.

To accomplish the Refunding, the Escrow Agent has been appointed depository of a portion of the proceeds of the Refunding Obligations (in the form of investment securities and cash) as hereinafter specified and has been appointed custodian of the City's debt service fund account for the Refunded Obligations until the Refunded Obligations are paid in full.

The execution of this Agreement has been duly authorized by a resolution of the Common Council entitled: "Resolution Awarding the Sale of \$5,585,000 General Obligation Refunding Bonds" (the "Resolution") adopted by the Common Council of the City on December 3, 2013.

In consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows for the equal and proportionate benefit and security of the holders of the Refunding Obligations and the Refunded Obligations:

1. Escrow Deposit. Concurrently with the execution of this Agreement, the City has irrevocably deposited with the Escrow Agent, receipt of which is hereby acknowledged by the Escrow Agent, \$ _____ being [a portion of] the proceeds of the Refunding Obligations.

The foregoing, along with earnings and interest thereon, shall be held and disposed of by the Escrow Agent only in accordance with this Agreement. The City represents and warrants that the foregoing, if held, invested and disposed of by the Escrow Agent in accordance with this Agreement, will be sufficient, without the need for any further investment or reinvestment, to make all payments required under this Agreement. The Escrow Agent has not and is under no obligation to determine whether the amounts deposited hereunder are or will be sufficient to make all of the payments directed to be made hereunder.

2. Acceptance of Escrow. The Escrow Agent acknowledges receipt of the escrow deposit hereunder and accepts the responsibilities imposed on it by this Agreement.

3. Application of Escrow Deposit. There is hereby created by the City and ordered established with the Escrow Agent an account hereby designated, "City of Sturgeon Bay Escrow Account" (the "Escrow Account").

The Escrow Agent shall deposit the amount described above in the Escrow Account to be used as follows:

a) \$ _____ to be used to purchase the \$ _____ principal amount of United States Treasury Certificates of Indebtedness, Notes and/or Bonds - State and Local Government Series ("SLGs"), described on the attached Exhibit B-1, pay for the SLGs from monies in the Escrow Account and hold the SLGs in the Escrow Account;

b) \$ _____ to be used to establish a beginning cash balance in the Escrow Account; and

c) \$ _____ to be used to pay the Issuance Expenses set forth on the attached Exhibit C-1, which the Escrow Agent is hereby authorized to pay.

Except as set forth in Section 8 hereof, the Escrow Account (other than the cash held pursuant to subsection (b) above) shall remain invested in the SLGs, and the Escrow Agent shall not sell or otherwise dispose of the SLGs.

[In addition to the foregoing, the Escrow Agent is hereby directed to reinvest excess investment proceeds accruing in the years _____ to _____ in SLGs as follows:

<u>Amount</u>	<u>Interest Rate</u>	<u>Reinvestment Date</u>	<u>Maturity Date</u>
\$ _____	0.00%	_____	_____
_____	0.00	_____	_____

The Escrow Agent is hereby directed to submit the subscription for these SLGs on behalf of the City, at least seven (7) days in advance of the date of reinvestment (or such other period of time in advance of the date of reinvestment as is then required by law or regulation) and such subscription shall be in accordance with then applicable law and regulations. The City will cooperate with the Escrow Agent as necessary to allow any subscriptions to be made as described herein.

If SLGs with an interest rate of 0.00% are not available at the time such Escrow Account monies are to be reinvested, the Escrow Agent is hereby directed to reinvest such Escrow Account monies on behalf of the City in direct obligations of the United States of America ("U.S. Government Obligations"), or hold such monies uninvested, as directed by the City, upon the Escrow Agent's receipt, at the expense of the City, of (i) an opinion of the bond counsel for the Refunding Obligations or other nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such transaction would not cause any of the Refunded Obligations or any of the Refunding Obligations to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the income tax regulations thereunder (the "Regulations") and (ii) a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. Government Obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purposes, be sufficient at all times to pay, when due, the principal of and interest on the Refunded Obligations.]

The Escrow Account cash flow [(taking into account any reinvestments)] prepared by the Accountant defined below is set forth on Exhibit D-1.

Except [for the foregoing or] as set forth in Section 8 hereof, no reinvestment of amounts on deposit in the Escrow Account shall be permitted.

The Escrow Agent shall apply the monies in the Escrow Account to the payment of the Refunded Obligations in the amounts set forth on the attached Exhibit A-1 through Exhibit A-2 by depositing such amounts with the fiscal agent for the Refunded Obligations on or before the dates such amounts are due.

Grant Thornton LLP, Minneapolis, Minnesota, a firm of independent accountants (the "Accountant"), has delivered to the City, the Escrow Agent, Robert W. Baird & Co. Incorporated, any bond insurer for the Refunding Obligations, any bond insurer for the Refunded Obligations, and Quarles & Brady LLP, for their purposes, a report stating that the firm has reviewed the arithmetical accuracy of certain computations based on assumptions relating to the sufficiency of forecasted net cash flow from the United States government securities (paragraph (a) above) and any initial cash deposit (paragraph (b) above) to pay the principal of and interest (if any) on the Refunded Obligations when due as described on Exhibit A-1 through Exhibit A-2. Based upon the summarized data presented in its report and the assumption that the principal and interest payments on the United States government securities are deposited in the Escrow Account when due, in its opinion, the proceeds from the United States government securities,

plus any initial cash deposit will be sufficient for the timely payment of principal and interest, when due, on the Refunded Obligations.

If at any time it shall appear to the Escrow Agent that the money in the Escrow Account will not be sufficient to make any required payments due to the holders of the Refunded Obligations, the Escrow Agent shall immediately notify the City. Upon receipt of such notice, the City shall forthwith transmit to the Escrow Agent for deposit in the Escrow Account from legally available funds such additional monies as may be required to make any such payment.

4. Redemption of the Refunded Obligations. Pursuant to the Resolution, the City has heretofore called the Refunded Obligations for redemption and authorized and directed the Escrow Agent to give notice of said intended redemption of the Refunded Obligations by providing appropriate notice (in substantially the forms attached hereto as Exhibit E-1 through Exhibit E-2) in the manner and at the times set forth on Exhibit E-1 through Exhibit E-2, and the Escrow Agent hereby agrees to give such notice.

5. Notice of Advance Refunding of the Refunded Obligations. The Escrow Agent is hereby directed and agrees within ten business days after the closing for the Refunding Obligations to provide a Notice of Advance Refunding and Redemption, in substantially the forms attached hereto as Exhibit F-1 through F-2, to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations, and to any others as described in Exhibit F-1 through F-2. In addition, if the Refunded Obligations are subject to the continuing disclosure requirements of SEC Rule 15c2-12, the Notice of Advance Refunding and Redemption should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

6. The Escrow Agent.

a) Annual Report. The Escrow Agent shall, in the month of February of each year while this Agreement is in effect, and as soon as practicable after termination of this Agreement, forward by first class mail to the City a report of the receipts, income, investments, reinvestments, redemptions and payments of and from the Escrow Account during the preceding calendar year, including in such report a statement, as of the end of the preceding calendar year, regarding the manner in which it has carried out the requirements of this Agreement. The City shall have the right, at any time during business hours, to examine all of the Escrow Agent's records regarding the status and details of the Escrow Account.

b) Separate Funds; Accountability. Except as otherwise permitted under Section 3 hereof, the Escrow Agent shall keep all monies, securities and other properties deposited hereunder, all investments and all interest thereon and profits therefrom, at all times in a special fund and separate trust account, wholly segregated from all other funds and securities on deposit with it; shall never commingle such deposits, investments and proceeds with other funds or securities of the Escrow Agent; and shall never at any time use, pledge, loan or borrow the same in any way. The fund established hereunder shall be held separately and distinctly and not commingled with any other such fund. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical monies, or any part thereof, received from or for the

Escrow Account, on hand, but monies of an equal amount shall always be maintained on hand as funds held by the Escrow Agent, belonging to the City, and a special account thereof, evidencing such fact, shall at all times be maintained on the books of the Escrow Agent. All uninvested money held at any time in the Escrow Account shall be continuously secured by the deposit in a Federal Reserve Bank or direct obligations of the United States of America in a principal amount always not less than the total amount of uninvested money in the Escrow Account. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the monies and securities deposited with it for the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto.

In the event the Escrow Agent due to any action or inaction required hereunder is unable or fails to account for any property held hereunder, such property shall be and remain the property of the City. Property held by the Escrow Agent hereunder shall not be deemed to be a banking deposit of the City to the extent that the Escrow Agent shall have no right or title with respect thereto (including any right of set-off) and the City shall have no right of withdrawal thereof.

c) Liability. The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the City or any paying agent of any of its obligations, or to protect any of the City's rights under any bond proceeding or any of the City's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, as escrow agent, or for any mistake of fact or law, or for anything which it may do or refrain from doing in good faith and in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, except for its negligence or its willful misconduct. The Escrow Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein, including without limitation those as to the sufficiency of the trust deposit to accomplish the purposes hereof or in the Refunded Obligations or the Refunding Obligations or in any proceedings taken in connection therewith, but they are made solely by the City.

d) Resignations; Successor Escrow Agent. The Escrow Agent may at any time resign by giving not less than 60 days written notice to the City. Upon giving such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor escrow agent of comparable qualifications to those of the resigning Escrow Agent. The resignation of the Escrow Agent shall take effect only upon the appointment of a successor escrow agent and such successor escrow agent's acceptance of such appointment.

Any successor escrow agent shall be a state or national bank, have full banking and trust powers, and have a combined capital and surplus of at least \$5,000,000.

Any successor escrow agent shall execute, acknowledge and deliver to the City and to its predecessor escrow agent an instrument accepting such appointment hereunder, and thereupon

the resignation of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as escrow agent herein; but nevertheless, on written request of the City or on the request of the successor escrow agent, the escrow agent ceasing to act shall execute and deliver an instrument transferring to such successor escrow agent, upon the terms herein expressed, all the rights, power, and duties of the escrow agent so ceasing to act. Upon the request of any such successor escrow agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Any predecessor escrow agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

e) Fees. The Escrow Agent acknowledges receipt from the City of the sum of _____ DOLLARS (\$) _____ as and for full compensation for all services to be performed by it as the Escrow Agent under this Agreement. Any out-of-pocket expenses including legal fees and publication costs will be paid by the City as incurred. The Escrow Agent expressly waives any lien upon or claim against the monies and investments in the Escrow Account.

7. Arbitrage. The City has covenanted and agreed and the Escrow Agent hereby covenants and agrees, to the extent any action is within its control and to its knowledge, to and for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, that no investment of the monies on deposit in the Escrow Account will be made in a manner that would cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the [Code or any Regulations promulgated or proposed thereunder.] [Internal Revenue Code of 1986, as amended (the "Code") or any Regulations promulgated or proposed thereunder (the "Regulations").]

In order to ensure continuing compliance with Section 148 of the Code and the Regulations, the Escrow Agent agrees that it will not invest the cash balance nor reinvest any cash received in payment of the principal of and interest on the federal securities held in the Escrow Account nor redeem such federal securities except as specifically provided in Section 1 hereof. Said prohibition on reinvestment shall continue unless and until the City requests that such reinvestment be made and shall be restricted to noncallable direct obligations of the United States Treasury. Prior to any such request for reinvestment of the proceeds from the federal securities held in the Escrow Account, the City shall provide to the Escrow Agent: (i) an opinion by an independent certified public accounting firm that after such reinvestment the principal amount of the substituted securities, together with the earnings thereon and other available monies, will be sufficient to pay, as the same become due, all principal of, redemption premium where required, and interest on the Refunded Obligations which have not then previously been paid, and (ii) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such reinvestment will not cause the Refunding Obligations or the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations in effect thereunder on the date of such reinvestment, and (b) such reinvestment complies with the

Constitution and laws of the State of Wisconsin and the provisions of all relevant documents relating to the issuance of the Refunding Obligations and the Refunded Obligations.

8. Substitute Investments. At the written request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to request the redemption of the SLGs and to substitute direct obligations of, or obligations which are unconditionally guaranteed by, the United States of America, which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from the disposition of the SLGs on the date of such transaction. The Escrow Agent shall purchase such substitute obligations with the proceeds derived from the sale, transfer, disposition or redemption of the SLGs. The transactions may be effected only by simultaneous sale and purchase transactions, and only if (i) the amounts and dates on which the anticipated transfers from the Escrow Account to the fiscal agent or depository for the payment of the principal of and interest on the Refunded Obligations will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive, at the expense of the City, an opinion of a nationally recognized firm of attorneys experienced in the area of municipal finance to the effect that such disposition and substitution would not cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder; and (iii) the Escrow Agent shall receive, at the expense of the City, a certification from an independent certified public accountant that, after such transaction, the principal of and interest on the U.S. government obligations in the Escrow Account will, together with other monies in the Escrow Account available for such purpose, be sufficient at all times to pay, when due, the principal of, redemption premium, where required, and interest on the Refunded Obligations.

The City hereby covenants that no part of the monies or funds at any time in the Escrow Account shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Refunded Obligations or Refunding Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations thereunder.

9. Miscellaneous.

a) Third Party Beneficiaries. This Agreement has been entered into by the City and the Escrow Agent for the benefit of the holders of the Refunding Obligations and the Refunded Obligations, and is not revocable by the City or the Escrow Agent, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment and any redemption of the Refunded Obligations and interest thereon when due, in accordance with this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third party beneficiary contract for the benefit of the owners of the Refunding Obligations and the Refunded Obligations. Said third party beneficiaries shall be entitled to enforce performance and observance by the City and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third party beneficiaries were parties hereto.

b) Severability. If any section, paragraph, clause or provision of this Agreement shall be invalid or ineffective for any reason, the remainder of this Agreement shall remain in

full force and effect, it being expressly hereby agreed that the remainder of this Agreement would have been entered into by the parties hereto notwithstanding any such invalidity.

c) Termination. This Agreement shall terminate upon the payment of all of the principal of and interest on the Refunded Obligations. The parties realize that some of the amounts hereunder may remain upon termination. Any amounts remaining upon termination shall be returned to the City for deposit in the account designated "Debt Service Fund Account for General Obligation Refunding Bonds, dated December 30, 2013" created by the Resolution and used solely to pay the principal of and interest on the Refunding Obligations. Termination of this Agreement shall not, of itself, have any effect on the City's obligation to pay the Refunding Obligations and the Refunded Obligations in full in accordance with the respective terms thereof.

d) Indemnification. The City agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent against any loss, liability, expenses (including attorney's fees and expenses), claims, or demand arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, except for gross negligence or willful misconduct of the Escrow Agent. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Escrow Agent or the termination of the Agreement.

e) Governing Law. This Escrow Agreement shall be construed, interpreted and governed by and under the laws of the State of Wisconsin.

DRAFT

f) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers on the date first above written.

CITY OF STURGEON BAY,
DOOR COUNTY, WISCONSIN

By: _____
Thad Birmingham
Mayor

(SEAL)

By: _____
Stephanie L. Reinhardt
City Clerk

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

By: _____

(SEAL)

And: _____

(Refunded Obligations)

EXHIBIT A-1

\$5,890,000

CITY OF STURGEON BAY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS
DATED JUNE 1, 2005

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
-------------------------	-----------------------------	--------------------------	----------------------------	---

(See Attached)

DRAFT

Bond Registrar
or Fiscal Agent:

Associated Trust Company, National Association

Depository:

The Depository Trust Company
New York, New York

(Refunded Obligations)

EXHIBIT A-2

\$3,220,000

CITY OF STURGEON BAY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS
DATED DECEMBER 1, 2006

Debt Service Requirements

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Interest Amount</u>	<u>Total Principal and Interest</u>
-------------------------	-----------------------------	--------------------------	----------------------------	---

(See Attached)

DRAFT

Bond Registrar
or Fiscal Agent:

Associated Trust Company, National Association

Depository:

The Depository Trust Company
New York, New York

EXHIBIT B-1

U.S. TREASURY SECURITIES

(State and Local Government Series)

For Delivery December 30, 2013

<u>Type</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Coupon Rate</u>	<u>Cost</u>
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(See Attached Subscription Forms)

DRAFT

EXHIBIT C-1

AUTHORIZED ISSUANCE EXPENSES

Escrow Agent,
Associated Trust Company, National Association, Green Bay, Wisconsin \$ _____

Escrow Verification,
Grant Thornton LLP, Minneapolis, Minnesota _____

Legal Opinion,
Quarles & Brady LLP, Milwaukee, Wisconsin _____

Rating Fee,
Moody's Investors Service Inc.,
New York, New York _____

Financial Advisor,
Robert W. Baird & Co. Incorporated, Milwaukee, Wisconsin _____

Fiscal Agent,
Associated Trust Company, National Association, Green Bay, Wisconsin _____

Printing,
Miscellaneous _____

Total: \$ _____

DRAFT

EXHIBIT D-1

ESCROW ACCOUNT CASH FLOW

(SEE ATTACHED)

DRAFT

EXHIBIT E-1

NOTICE OF FULL CALL*

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS
DATED JUNE 1, 2005

NOTICE IS HEREBY GIVEN that the Bonds 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 for prior payment on October 1, 2015 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>
October 1, 2016	\$365,000	3.75%	864048FY4
October 1, 2017	380,000	3.85	864048FZ1
October 1, 2018	905,000	3.95	864048GA5
October 1, 2019	435,000	4.00	864048GB3
October 1, 2020	450,000	4.05	864048GC1
October 1, 2021	465,000	4.10	864048GD9
October 1, 2023	350,000	4.20	864048GF4
April 1, 2025	385,000	4.30	864048GH0

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

Said Bonds will cease to bear interest on October 1, 2015.

By Order of the
Common Council
City of Sturgeon Bay
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to October 1, 2015. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, registered or certified mail, or overnight express delivery 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 October 1, 2015 and to the MSRB. Notice shall also be provided to XL Capital Assurance Inc., or any successor, the bond insurer of the Bonds.

In addition, if the Bonds 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.

EXHIBIT E-2

NOTICE OF FULL CALL*

CITY OF STURGEON BAY
DOOR COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS
DATED DECEMBER 1, 2006

NOTICE IS HEREBY GIVEN that the Bonds 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 for prior payment on October 1, 2016 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>
October 1, 2017	\$ 250,000	4.00%	864048GU1
October 1, 2021	1,095,000	4.75	864048GY3

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

Said Bonds will cease to bear interest on October 1, 2016.

By Order of the
Common Council
City of Sturgeon Bay
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, at least thirty-five (35) days prior to October 1, 2016. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, registered or certified mail, overnight express delivery, or electronic transmission 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 October 1, 2016 and to the MSRB. Notice shall also be provided to Assured Guaranty Municipal Corp., or any successor, the successor bond insurer of the Bonds.

In addition, if the Bonds 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.

EXHIBIT F-1*

NOTICE OF PARTIAL ADVANCE REFUNDING AND REDEMPTION
OF THE GENERAL OBLIGATION REFUNDING BONDS, DATED JUNE 1, 2005
OF THE CITY OF STURGEON BAY, WISCONSIN (THE "2005 BONDS")

Notice is given that the 2005 Bonds described below (the "Refunded Obligations"), of the City of Sturgeon Bay, Wisconsin (the "City") have been advance refunded by the City pursuant to an Escrow Agreement dated the 30th day of December, 2013 between the City and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
October 1, 2016	\$365,000	3.75%	864048FY4**
October 1, 2017	380,000	3.85	864048FZ1**
October 1, 2018	905,000	3.95	864048GA5**
October 1, 2019	435,000	4.00	864048GB3**
October 1, 2020	450,000	4.05	864048GC1**
October 1, 2021	465,000	4.10	864048GD9**
October 1, 2023	350,000	4.20	864048GF4**
April 1, 2025	385,000	4.30	864048GH0**

The City has instructed the Escrow Agent to call the Refunded Obligations for redemption on October 1, 2015. The City has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations up to and including October 1, 2015 and to redeem the Refunded Obligations on October 1, 2015 at a price of par plus accrued interest to October 1, 2015. Interest on the Refunded Obligations will cease to accrue on October 1, 2015.

Dated: December 30, 2013.

Associated Trust Company, National Association
as Escrow Agent

* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB. Notice shall also be provided to XL Capital Assurance Inc., or any successor, the bond insurer of the Bonds.

** Indicates refunding of full CUSIP.

In addition, if the Refunded Obligations 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.

EXHIBIT F-2*

NOTICE OF PARTIAL ADVANCE REFUNDING AND REDEMPTION
OF THE GENERAL OBLIGATION REFUNDING BONDS, DATED DECEMBER 1, 2006
OF THE CITY OF STURGEON BAY, WISCONSIN (THE "2006 BONDS")

Notice is given that the 2006 Bonds described below (the "Refunded Obligations"), of the City of Sturgeon Bay, Wisconsin (the "City") have been advance refunded by the City pursuant to an Escrow Agreement dated the 30th day of December, 2013 between the City and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Escrow Agent").

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
October 1, 2017	\$ 250,000	4.00%	864048GU1**
October 1, 2021	1,095,000	4.75	864048GY3**

The City has instructed the Escrow Agent to call the Refunded Obligations for redemption on October 1, 2016. The City has irrevocably deposited United States government securities and cash in escrow with the Escrow Agent in an amount which, together with investment income on it, is sufficient to pay the interest on the Refunded Obligations up to and including October 1, 2016 and to redeem the Refunded Obligations on October 1, 2016 at a price of par plus accrued interest to October 1, 2016. Interest on the Refunded Obligations will cease to accrue on October 1, 2016.

Dated: December 30, 2013.

Associated Trust Company, National Association
as Escrow Agent

* Within ten business days after the closing for the Refunding Obligations, notice shall be provided to the registered owners of the Refunded Obligations, to any fiscal agent for the Refunded Obligations and to the MSRB. Notice shall also be provided to Assured Guaranty Municipal Corp., or any successor, the successor bond insurer of the Bonds.

** Indicates refunding of full CUSIP.

In addition, if the Refunded Obligations 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.

Keeping Asian Carp Out of the Great Lakes

WHEREAS, the Great Lakes and St. Lawrence represent the largest body of surface fresh water in the world and are a vibrant, diverse ecosystem that is critically important to the economic well-being and quality of life of the Canadian and U.S. populations in the region;

WHEREAS, over 180 invasive species have entered the Great Lakes and its connecting water ways over the years and caused widespread damage and disruption to the natural balance of the system, as well as significant economic damage;

WHEREAS, one of the most serious threats ever presented by invasive species currently comes from Asian carp, including silver, bighead, and black varieties;

WHEREAS, these varieties of carp were introduced to the southern United States for use in fish farms for algae control in the 1970's and escaped into the Mississippi River system.

WHEREAS, invasive species have already inflicted hundreds of millions in damage across the Great Lakes and St. Lawrence, and invasive carp pose a serious threat to the \$7 billion sport and commercial fishery that support the economy and help define the culture of the entire region;

WHEREAS, the invasive carp have migrated northward through the Mississippi River system as far north as Wisconsin, Minnesota, Illinois, Indiana, and Ohio, reducing significantly or eliminating populations of the more desirable species of fish because of their voracious food consumption and prolific reproduction;

WHEREAS, the invasive carp are threatening to enter the Great Lakes at a number of points across the region;

WHEREAS, many federal, state, provincial, and local government agencies in the United States and Canada have worked diligently and expended tens of millions of dollars over the past 10 years on a variety of projects to keep invasive carp out of the Great Lakes;

WHEREAS, including the invasive carp, there are 39 invasive species in the two basins that present a threat to cross over into the other basin in the near future;

WHEREAS, once an invasive species establishes itself in an ecosystem, it is exceedingly difficult, if not impossible, to eradicate it, and it often inflicts serious damage on the ecosystem and imposes major costs in efforts to control it;

WHEREAS, Asian carp pose a dangerous risk of injury to recreational users on waters infested with Asian carp;

WHEREAS, Canadian and U.S. citizens across the basin have expressed serious concern about the invasive carp and other invasive species, and are demanding prompt action;

WHEREAS, the U.S. Army Corps of Engineers is conducting a multiyear, comprehensive study across the U.S. side of the Great Lakes basin called the "Great Lakes and Mississippi River Interbasin Study" (GLMRIS) that examines 19 separate locations where invasive carp could cross from the Mississippi River Basin to the Great Lakes Basin, and considers a large number of potential ways to stop the further migration;

NOW, THEREFORE, BE IT RESOLVED, that the invasive carp in the Mississippi River system pose one of the greatest threats to the integrity and well-being of the Great Lakes and St. Lawrence ecosystem, including the 40 million Canadians and Americans who live there;

BE IT FURTHER RESOLVED, that preventing the invasive carp from entering the Great Lakes and St. Lawrence ecosystem needs to be approached with the greatest sense of urgency by all those responsible for dealing with this matter;

BE IT FURTHER RESOLVED, that physical separation is the most effective way to keep invasive carp from entering Lake Michigan through the Chicago Area Waterway System, and such barriers would also prevent the movement of many other invasive species from one basin to the other;

BE IT FURTHER RESOLVED, that physical separation is feasible and can be done in a way that maintains or enhances water quality, flood control, and transportation in the system;

BE IT FURTHER RESOLVED, that additional steps must be taken in the interim to keep invasive carp out while the long term solution is put in place;

NOW THEREFORE BE IT RESOLVED that the (municipality name here) strongly urges all parties involved to identify a preferred solution to the invasive carp issue and move forward to implement that solution with the greatest sense of urgency.

Adopted on _____ by the City of Sturgeon Bay, Wisconsin Common Council.

Vote: _____ Yeas _____ Nays _____ Absent

Signed _____

Title _____

Dated

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Community Protection and Services Committee, hereby recommend to exercise the option to renew the personal services contract with Mann Communications, LLC for an additional term of one year commencing January 1, 2014 and ending December 31, 2014.

Respectfully submitted,
COMMUNITY PROTECTION AND SERVICES COMMITTEE
By: Stewart Fett, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: November 14, 2013.

Introduced by _____.

Moved by Alderperson _____, seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2013.

PERSONAL SERVICES CONTRACT

AGREEMENT made this ____ day of _____, 2013, by and between the City of Sturgeon Bay, a Wisconsin municipal corporation, c/o Stephanie Reinhardt, City Clerk, 421 Michigan Street, Sturgeon Bay, Door County, Wisconsin 54235, hereafter referred to as City, and MANN COMMUNICATIONS, LLC, 633 S. 17TH PLACE, STURGEON BAY, DOOR COUNTY, WISCONSIN 54235, hereafter referred to as Contractor.

RECITALS

A. **WHEREAS**, the City is in need of procuring certain personal services for the consolidation and operation of four (4) public, educational, and government (PEG) channels; the promotion, administration, and operation of the PEG channels in accordance with the description of services to be performed as set forth below.

B. **AND WHEREAS**, the Contractor represents that he is ready, willing, and capable of providing said services to the City.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereinafter set forth, the parties agree as follows:

A. Services to be Performed.

The operator shall, during the entire term of this agreement, and any extended term hereafter administer and operate Channel 95, Channel 96, Channel 97 and Channel 98 of the City of Sturgeon Bay cable system, or any of the consolidated public, educational, and governmental channels. The operation and administration of the operator shall include the following:

1. Channel 95:
 - a. Prepare programming for broadcast based upon general guidance from the Community Protection and Services Committee.
 - b. Maintain a text crawl overlaying the video programming highlighting upcoming community events.

2. Channel 96:
 - a. Develop and implement video programming on a weekly schedule. Programming shall consist of a combination of video submitted from within the community, video produced by the operator, and video submitted from outside the community, but with content of local interest.
 - b. Develop and maintain non-video programming in the form of text and graphics consisting of public service announcements, program schedules and other information of local interest.

- c. Monitor all submittals for compliance with city ordinances and policies concerning public access cable.
 - d. Provide video coverage for broadcast of at least 30 community events per year, to include parades, festivals, sports, political forums, visual and performing arts, and other programs of community interest.
 - e. Maintain an inventory of video equipment and make it available to the general public for the taping of local events for broadcast on Channel 96. Coordinate public awareness regarding availability of public access channel.
3. Channel 97:
- a. Video Record and broadcast a minimum of six (6) governmental meetings per month and two City Council preview shows per month. All videotaped city meetings will be broadcast live unless directed otherwise.
 - b. Develop and implement a broadcast schedule for all city and county meetings videotaped.
 - c. Develop and maintain non-video programming in the form of text and graphics consisting of all city meetings agendas, city government announcements, and other city information of public interest.
4. Channel 98:
- a. Video Record and broadcast a minimum of one (1) school district meeting per month and three (3) additional educational programs per month. All videotaped school district meetings will be broadcast live unless directed otherwise.
 - b. Develop and implement a broadcast schedule for all school district meetings videotaped.
 - c. Develop and maintain non-video programming in the form of text and graphics consisting of all school district meetings agendas, school district announcements, and other school district information of public interest.
 - d. All school district meetings/events which are recorded live shall be broadcast within one (1) week of recording.
5. General:
- a. Maintain, on a yearly basis, an operations manual for the Sturgeon Bay Community Access Cable System.
 - b. Attend regular scheduled meetings of Community Protection and Services Committee and the Cable Communications System Advisory Council and report as necessary.
 - c. Maintain Video Record archives of all programming.
 - d. Maintain records of all programming and other significant activity.
 - e. Maintain equipment in a serviceable condition, procure repairs as necessary and recommend for liquidation or disposal, items of equipment which is no longer needed. Maintain an up-to-date equipment inventory.

- f. Coordinate public access activities including public awareness campaign, broadcast of tapes provided by the general public, maintaining and lending equipment, and recording significant community events as required.
- g. Work with City and School District staff in preparation and presentation of annual operating expense and capital improvements budgets for Channels 95, 96, 97 and 98.
- h. Maintain the City's plan for operation of PEG channels. Operate the PEG channels pursuant to said plan. Recommend revisions to said plan that will enhance the effectiveness and operation of the PEG channels.

2. Contract Term. The services provided in Section A shall be provided during the term commencing January 1, 2014 and ending at 11:59 p.m. on December 31, 2014, unless sooner terminated as provided herein. The City of Sturgeon Bay may, at its option, extend this Contract for additional terms of two years by providing notice thereof at least thirty (30) days prior to the expiration of this Agreement.

3. Compensation. The City shall compensate Contractor for the above-described services at the annual rate of \$56,220.00 during the term of this contract. Payments shall be made to Contractor in equal monthly payments beginning thirty (30) days after the commencement of this Agreement, for services rendered for the previous month. Contractor shall also receive a commission of fifteen (15%) percent of the sale price of any equipment sold by Contractor at City's request. The City reserves the right to sell surplus equipment independent of Contractor. Prior to commencement of work, Contractor shall receive approval from either the Community Protection & Services Committee or the City Administrator (for emergency situations) for compensation of any materials or services performed above and beyond the provisions of this contract.

4. Provision of Equipment, Materials, Goods, and Services. The City shall provide the following described materials, goods, or services to Contractor:

- A. Use of all City PEG cable equipment and facilities. Contractor agrees to use such facilities and equipment carefully and prudently and will not be held responsible for damage to or loss of such equipment and facilities unless Contractor is found to be negligent, or unless such damage or loss is the result of an intentional act of Contractor. Contractor shall not be responsible for loss or damage under circumstances over which Contractor has no control.
- B. Regarding any materials, goods, or supplementary services that Contractor may deem necessary in order to provide services to the City under this contract, Contractor may voluntarily, at no cost to the City, provide such materials, goods, or supplementary services or Contractor may specifically request City, in writing, to provide or make available such materials, goods or supplementary services. Video tapes provided by the Contractor for PEG programming upon taping shall become the property of the City.

- C. The Contractor is not required to provide any materials, goods, or supplemental services. However, Contractor may provide the use of some of his own materials or goods in order to improve the Contractor's services to the City.
- D. Any media, programming, or related media produced in accordance with this contract shall remain the exclusive property of the City of Sturgeon Bay, and the Contractor shall in no way acquire any ownership, copyright, or rights of artistic expression therein.
- E. Any purchases of goods or equipment by Contractor on the City's behalf for the operation of the PEG channels shall follow the purchasing guidelines and policies of the City.

5. Programming Use. Contractor agrees not to use his position as PEG Coordinator or use any equipment owned by the City and furnished for use of PEG programming or use any programs written, developed or produced in connection with PEG programming for Contractor's personal use or for sale or other profit by Contractor. Contractor agrees that all programming and production during the term of the Contract, whether produced by the Contractor or submitted by private parties, shall be the property of the City. Contractor shall have no rights to the use of said programs.

6. Insurance. Contractor shall maintain during the life of this Contract and any extension hereof general liability and property damage insurance as shall protect Contractor and any subcontractor/employee performing work covered by this Contract from any claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from performance of this Contract, whether such operation be by Contractor itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage and liability insurance shall name the City of Sturgeon Bay as an additional insured. The coverages and minimum policy limits of such insurance shall be as follows:

- A. Bodily Injury

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate, Products & Completed Operations
- B. Property Damage

\$500,000	Each Occurrence
\$1,000,000	Annual Aggregate
- C. Property Damage Liability will provide Explosion, Collapse and Underground coverage where applicable.
- D. Personal Injury with employment exclusion deleted

12. Default/Breach. In event of breach of the contract by Contractor, Contractor will be responsible for the City's cost of enforcement (including costs of obtaining return of any property under paragraph 11. above), including court costs, disbursements and attorneys fees.

13. Assignment. Contractor may not assign his interest in this contract without the prior written consent of the City. He may hire or contract with other persons or entities for the performance of duties under this Agreement without violating this provision.

14. Laws Applicable/Severance. The undersigned parties understand and acknowledge that this personal services contract represents the entire understanding between the parties for the providing of the above described personal services. This personal services contract shall be interpreted in accordance with the laws of the State of Wisconsin. In the event that any of the provisions herein are held to be legally unenforceable, the remaining provisions of this personal services agreement not inconsistent with such legal findings shall remain in full force and effect.

15. Declaration of Novation. This contract represents and constitutes a novation of any and all existing contracts and amendments, including but not limited to the present contract dated February 9, 2007 and that as a novation, this contract supersedes and replaces all such previously existing contracts.

16. The following documents are hereby included as a part of this contract as a method of clarifying the scope of work and services to be provided.

- A. CITY OF STURGEON BAY, WISCONSIN, REQUEST FOR PROPOSALS, OPERATION OF FOUR (4) PUBLIC, EDUCATIONAL. & GOVERNMENT (PEG) CHANNELS
- B. Proposal, Mann Communications, LLC, July 14, 2010

16. This Agreement shall extend to the heirs, successors, personal representatives and assigns of the parties hereto.

CITY OF STURGEON BAY

By: _____
Thad Birmingham, Mayor

Attest:

By: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me this ____ day of _____, 2013, Thad Birmingham, Mayor, and Stephanie L. Reinhardt, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

Notary Public, State of Wisconsin

My Commission: _____

CONTRACTOR:

Jason Mann, Co-Owner

Morgan Mann, Co-Owner

STATE OF WISCONSIN

COUNTY OF DOOR

Personally came before me, this ____ day of _____, 2013, the above named Jason Mann to me known to be the person who executed the foregoing instrument and acknowledged that same.

Notary Public, State of Wisconsin
My Commission: _____

STATE OF WISCONSIN
COUNTY OF DOOR

Personally came before me, this ____ day of _____, 2013 the above named Morgan Mann to me known to be the person who executed the foregoing instrument and acknowledged that same.

Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by:
Attorney Randall J. Nesbitt
Pinkert Law Firm LLP
454 Kentucky Street, P.O. Box 89
Sturgeon Bay, WI 54235-0089
Telephone No.: (920)743-6505
on behalf of the City of Sturgeon Bay