



**CITY OF STURGEON BAY COMMON COUNCIL AGENDA
TUESDAY, MARCH 21, 2023
6:00 p.m.
COUNCIL CHAMBERS, CITY HALL – 421 MICHIGAN ST
DAVID J. WARD, MAYOR**

1. Call to order.
2. Pledge of Allegiance.
3. Roll call.
4. Adoption of agenda.
5. Public Comment on agenda items only.
6. Presentation re: Granary Update.
7. Consideration of the following bills: General Fund – \$290,683.45, Capital Fund - \$56,855.68, TID #4 - \$2,632.50, Solid Waste Enterprise Fund - \$17,984.39 and Compost Side Enterprise Fund - \$103.39 for a grand total of \$368,259.41. [roll call]
8. **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 3/7/23 regular Common Council minutes.
 - * b. Place the following minutes on file:
 - (1) Joint Parks & Recreation Committee/Board – 2/22/23
 - (2) Finance/Purchasing & Building Committee – 2/28/23
 - * c. Place the following reports on file:
 - (1) Police Department Report – February 2023
 - (2) Bank Reconciliation – December 2022
 - (3) Financial Report – December 2022
 - (4) Bank Reconciliation – February 2023
 - (5) Financial Report – February 2023
 - * d. Consideration of: Approval of beverage operator license.
 - * e. Consideration of: Approval of Class B Beer license.

9. **Mayoral Appointments.**
10. **Public hearing re: Proposed Amendments to the Zoning Code – Section 20.27(2) which creates a minimum floor area for efficiency (studio) apartments units of 450 square feet in all zoning districts where multiple-family dwellings are allowed.**
11. **Resolution re: Principal Forgiven Financial Assistance Agreement.**
12. **Finance/Purchasing & Building Committee recommendation re: Write off Delinquent Personal Property Tax account bills in the amount of \$69.90.**
13. **Finance/Purchasing & Building Committee recommendation re: Approve the Site Lease request from US Cellular for a new cell tower at Big Hill Park.**
14. **City Administrator report.**
15. **Mayor's report.**
16. **Adjourn.**

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Posted:

Date: 3.17.23

Time: 12:00pm

By: JM

NOTE: COUNCIL CHAMBERS WILL BE OPEN TO THE PUBLIC TO OBSERVE AND RENDER PUBLIC COMMENT ON AGENDA ITEMS ONLY. THE MEETING WILL BE LIVESTREAMED AT <https://sbtv.viebit.com/> AND CABLE ACCESS CHANNEL 988.

STURGEON BAY Historical Society Foundation, INC

P.O. Box 827 | Sturgeon Bay, WI 54235

EMAIL: STURGEONBAYHISTORICALSOCIETY@GMAIL.COM

WEB: WWW.STURGEONBAYHISTORICALSOCIETY.ORG

BOARD OF DIRECTORS

LAUREL HAUSER - *PRESIDENT*

KELLY AVENSON - *SECRETARY*

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BETH RENSTROM

TERRY SMITH

DEB WHITELAW GORSKI

STAFF

NICOLE MATSON

GRANARY PROJECT MANAGER

March 21, 2023

Door County Granary Project Update

The Sturgeon Bay Historical Society Foundation (SBHSF) has been working diligently to provide documentation to the USDA Rural Development agency in accordance with requirements to receive \$3.3 million in funding. USDA staff expects the process to take 2 – 3 months. Once the application is complete, funding will be obligated to SBHSF for the Door County Granary project.

SBHSF will use these funds to complete Phase 2 of the rehabilitation and repurposing of the granary building for civic use. Greenfire Management Services is working on precise cost estimates in coordination with LA DALLMAN's design development and state permit review process. Phase 2 will include: construction of the restroom/catering kitchen addition, renovation of the ground floor space, access to the grain bin and headhouse level, initial historic interpretation, landscaping, signage, and opening to the public.

SBHSF, a volunteer driven organization, has invested \$2.5 million in the granary project through the support of many private individual contributions and grants. Investments into the project include: national and state historic designations, moving the building to avoid demolition, storage and sorting of original building materials and artifacts, a new roof, negotiating a development agreement with the City of Sturgeon Bay, top to bottom cleaning of the interior, coordination with award-winning architects, ground methane remediation approval through the State of Wisconsin, state permits for Phase 1, driving 51 new pilings into the lakebed, new foundation construction, refurbishment of the original wood columns, final move of the upper levels onto the columns, securing the original structure to the new foundation, and construction of new shear walls to enclose the rehabilitated ground floor.

SBHSF's Granary Steering Committee meets monthly to develop details for the project regarding construction, business operations, historic interpretation, and fundraising. The Steering Committee consists of SBHSF board members, staff, and volunteers. The construction team has been working with LA DALLMAN Architects and Greenfire Management Services to move forward on Phase 2 with the goal of the remaining construction work to be bid out in May. Per conversations with the

USDA, SBHSF can retain Greenfire Management Services as the construction manager. As soon as a construction schedule is available SBHSF will share the schedule with city administration and common council.

Currently, Greenfire is scheduling a lift to be on site to remove the remaining original siding from headhouse and fix roof damage. Gallas Metalworks (custom window fabricator) will also be scheduled to be on site to take measurements for the floor to ceiling windows.

Respectfully submitted by:

Nicole Matson, Granary Project Manager, nicole@doorcountygranary.org, 920-241-6819

Laurel Hauser, SBHSF Board President, lduffinhauser@gmail.com, 920-493-0572



INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
GENERAL FUND				
ASSETS				
R0001769	SUBWAY	OVERPAYMENT SUBWAY 2811281	01-000-000-12320	1.89
TOTAL ASSETS				1.89
TOTAL GENERAL FUND				1.89
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	02/23 3 ALDER CELLPHONES	01-105-000-58999	100.16
TOTAL				100.16
TOTAL CITY COUNCIL				100.16
LAW/LEGAL				
BUELOW	BUELOW, VETTER, BUIKEMA,	02/23 LABOR MATTERS	01-110-000-57900	715.00
TOTAL				715.00
TOTAL LAW/LEGAL				715.00
CITY CLERK-TREASURER				
04650	DOOR COUNTY REGISTER OF DEEDS	3.2.23 RECORDING FEES	01-115-000-56350	90.00
04650		COPIES	01-115-000-56350	1.50
TOTAL				91.50
TOTAL CITY CLERK-TREASURER				91.50
COMPUTER				
04696	DOOR COUNTY TREASURER	02/23 INTERNET	01-125-000-55550	100.00
04696		02/23 4G INTERNET	01-125-000-55550	375.00
TOTAL				475.00
TOTAL COMPUTER				475.00
CITY ASSESSOR				
ASSO APP	ASSOCIATED APPRAISALS	03/23 CONTRACT	01-130-000-55010	4,916.67
TOTAL				4,916.67
TOTAL CITY ASSESSOR				4,916.67
BUILDING/ZONING CODE ENFORCEMENT				

DATE: 03/14/1923
TIME: 14:37:28
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
DCI	DOOR COUNTY INSPECTIONS, LLC	02/23 PERMITS	01-140-000-55010	20,260.86
TOTAL				20,260.86
TOTAL BUILDING/ZONING CODE ENFORCEMENT				20,260.86
CITY HALL				
02975	CAMERA CORNER	100 KEY FOBS	01-160-000-54999	675.00
02975		SHIPPING	01-160-000-54999	30.38
04575	DOOR COUNTY HARDWARE	CLEANER/MISC BRUSHES	01-160-000-51850	33.94
04575		GFCI OUTLET/UNIVERSAL COVER	01-160-000-51850	32.98
04575		SAND DISCS/PAD/CLEAN CLOTHS	01-160-000-51850	70.94
04575		CASTER PLATE	01-160-000-51850	42.95
04575		MIRROR HOLDER KIT	01-160-000-51850	4.59
04575		FASTENERS/MIRROR HOLDER KIT	01-160-000-51850	6.19
04575		SWIFFER/MOUNT TAPE/PIC KIT	01-160-000-51850	40.57
04575		BATTERY/BIT	01-160-000-51850	42.98
04575		SURGE STRIP/COMPTR GROMMET	01-160-000-51850	38.58
04575		POWER STRIP MAGNET	01-160-000-51850	33.99
04575		VELCRO	01-160-000-51850	8.99
04575		CREDIT	01-160-000-51850	-31.99
04575		SNOW DOMINATOR	01-160-000-55300	41.99
19880	STURGEON BAY UTILITIES	421 MICHIGAN ST	01-160-000-56150	2,044.30
19880		421 MICHIGAN ST	01-160-000-58650	205.05
CINTAS	CINTAS FIRE PROTECTION	5 YR SPRINKLER INSPECTION	01-160-000-58999	4,440.00
TOTAL				7,761.43
TOTAL CITY HALL				7,761.43
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	04/23 WORK COMP	01-165-000-58750	12,661.00
MCCLONE		04/23 GEN LIABILITY	01-165-000-56400	2,818.00
MCCLONE		04/23 POLICE LIABILITY	01-165-000-57150	1,452.00
MCCLONE		04/23 PUBLIC OFFICIAL LIABILIT	01-165-000-57400	2,407.00
MCCLONE		04/23 CYBER LIABILITY	01-165-000-55450	293.00
MCCLONE		04/23 AUTO LIABILITY	01-165-000-55200	1,506.00
MCCLONE		04/23 AUTO PHYSICAL DAMAGE	01-165-000-55200	2,338.00
TOTAL				23,475.00
TOTAL INSURANCE				23,475.00
GENERAL EXPENDITURES				
04696	DOOR COUNTY TREASURER	02/23 CITY HALL PHONE SVC	01-199-000-58200	40.91
04696		02/23 FIRE PHONE SVC	01-199-000-58200	11.08
04696		02/23 MUN SVC PHONE SVC	01-199-000-58200	16.19
04696		02/23 POLICE PHONE SVC	01-199-000-58200	23.48
OFFICE	OFFICE ENTERPRISES INC	POSTAGE METER SINGLE LABELS	01-199-000-57250	38.43
PULSE	PENINSULA PULSE	02/23 PUBLICATIONS	01-199-000-57450	712.68

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GENERAL FUND				
QUADPOST	QUADIENT FINANCE USA INC	POSTAGE METER FUNDING	01-199-000-57250	1,000.00
WIPFLI	WIPFLI LLP	PROGRESS BILL 12.31.22 AUDIT	01-199-000-55150	17,000.00
TOTAL				18,842.77
TOTAL GENERAL EXPENDITURES				18,842.77
POLICE DEPARTMENT				
15890	PACK AND SHIP PLUS	SHIPPING/22-00518	01-200-000-57250	20.03
TOTAL				20.03
TOTAL POLICE DEPARTMENT				20.03
POLICE DEPARTMENT/PATROL				
03133	CELLCOM WISCONSIN RSA 10	02/23 CRADELPOINT PORT SEC CAM	01-215-000-58999	53.67
04575	DOOR COUNTY HARDWARE	LITHIUM BATTERY	01-215-000-54999	6.99
04696	DOOR COUNTY TREASURER	02/23 FUEL CHARGES	01-215-000-51650	3,434.12
14875	NWTC GREEN BAY	DIVE PADI CERT/ZACH/ALBERTSON	01-215-000-55600	250.00
19880	STURGEON BAY UTILITIES	SUNSET PRK BT LAUNCH	01-215-000-56150	13.39
19880		110 S NEENAH AVE CAMERA	01-215-000-56150	17.57
19880		SHORECREST RD CAMERA	01-215-000-56150	14.67
ZACH	JAKE ZACH	PADI CERT MEAL EXPNSE/ZACH	01-215-000-55600	9.76
ZACH		TRAINING MEAL EXPENSES/ZACH	01-215-000-55600	182.39
TOTAL				3,982.56
TOTAL POLICE DEPARTMENT/PATROL				3,982.56
POLICE DEPT. / INVESTIGATIONS				
ACCURINT	LEXISNEXIS RISK SOLUTIONS	02/23 CONTRACT	01-225-000-57950	105.00
TOTAL				105.00
TOTAL POLICE DEPT. / INVESTIGATIONS				105.00
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575	DOOR COUNTY HARDWARE	PUTTY KNIFE/SPACKLING	01-250-000-54999	10.38
04575		ROLLER	01-250-000-54999	11.99
04575		BRACKETS/TAPE/STRAP	01-250-000-54999	75.93
04575		ELECTRICAL TAPE/FASTENERS	01-250-000-54999	10.99
04575		PAD VNY PROT	01-250-000-54999	9.18
04575		LIQUID WAX	01-250-000-54999	20.58
04575		PRIMER	01-250-000-54999	47.99
04575		ROLLER	01-250-000-54999	11.99
04575		CAULK	01-250-000-54999	5.59
04575		BRACKET	01-250-000-54999	56.97
04575		WEATHERSTRIP	01-250-000-54999	25.98

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GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
04575		ANCHORS/TOGGLE STRAP/FLAG	01-250-000-54999	78.56
04575		STL CLAMP RUB CUSH	01-250-000-54999	9.58
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	01-250-000-56675	6.22
19880		421 MICHIGAN ST	01-250-000-56675	133.25
19880		TRUCK FILL	01-250-000-56675	41.00
19880		MEM FLD WARMING HOUSE	01-250-000-56675	49.73
19880		835 N 14TH AVE	01-250-000-56675	49.73
19880		GARLAND PARK	01-250-000-56675	6.22
19880		SUNSET CONSN CNTR	01-250-000-56675	49.73
19880		FRANK GRASSE MEM SHELTER	01-250-000-56675	15.54
19880		OTUMBA PARK	01-250-000-56675	6.22
19880		WS WARMING HOUSE	01-250-000-56675	6.22
19880		WS FIRE STATION	01-250-000-56675	49.73
19880		WS FIRE STATION	01-250-000-56150	120.21
19880		WS FIRE STATION	01-250-000-58650	92.78
19880		38 S NEENAH AVE PAVILLION	01-250-000-56675	6.22
19880		38 S NEENAH AVE RESTROOM	01-250-000-56675	31.08
19880		WS BALLFLD LIGHTS	01-250-000-56675	31.08
19880		GIRLS LITTLE LEAGUE	01-250-000-56675	49.73
19880		FIRE TRAINING SITE	01-250-000-56675	6.22
19880		FIRE TRAINING SITE	01-250-000-56150	13.39
19880		QUINCY ST BALLFLD	01-250-000-56675	49.73
19880		PENNSYLVANIA ST DOCK	01-250-000-56675	15.54
19880		92 E MAPLE ST DOCK	01-250-000-56675	6.22
19880		1ST AVE MARINA/RESTROOM	01-250-000-56675	49.73
19880		CITY PKG RAMP	01-250-000-56675	6.22
19880		48 KENTUCKY ST CITY MARINA	01-250-000-56675	49.73
19880		SIGN SHED	01-250-000-56675	6.22
19880		CHERRY BLOSSOM PARK	01-250-000-56675	15.54
EMERNET	EMERGENCY NETWORKING	ANNUAL RMS	01-250-000-56000	5,090.00
EMERTECH	EMERGENCY TECHNICAL DECON	GEN CLEAN-INSPECT/REPAIR	01-250-000-56250	8,061.35
FIRE SRV	FIRE SERVICE, INC.	DOOR LATCH E707	01-250-000-53000	150.93
GENERAL	GENERAL COMMUNICATIONS, INC.	REPLACEMENT LIGHTS-U727	01-250-000-51350	1,106.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BATTERY CHARGER	01-250-000-53000	52.99
O'REILLY		TOGGLE SWITCH/BATTERY TENDER	01-250-000-53000	83.97
O'REILLY		CREDIT	01-250-000-53000	-52.99
O'REILLY		COPPER LUGS/CIRCUIT BRKR	01-250-000-53000	75.96
O'REILLY		BATTERY/WIRE LOOM	01-250-000-53000	168.12
O'REILLY		CORE RETURN	01-250-000-53000	-10.00
O'REILLY		HOSE CLAMPS/ANTIFREEZE	01-250-000-53000	48.08
O'REILLY		RELAY	01-250-000-53000	5.65
O'REILLY		MINI BULB	01-250-000-53000	13.42
O'REILLY		OIL FILTER/OIL	01-250-000-53000	81.19
PULSE	PENINSULA PULSE	PART TIME EMPLOY ADVERT	01-250-000-56000	149.62
TOTAL FIRE DEPARTMENT				16,363.23
TOTAL FIRE DEPARTMENT				16,363.23
SNOW REMOVAL				
SNOW REMOVAL				
02835	BROOKS TRACTOR, INC	GASKETS	01-410-000-51400	37.92
13825	MORTON SALT	323.37 TN SALT	01-410-000-52400	26,972.29
19240	SERVICE MOTOR CO	SKID SHOE	01-410-000-51400	76.02
19240		CUTTING EDGE	01-410-000-51400	54.34

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
SNOW REMOVAL				
SNOW REMOVAL				
19240		BOLTS	01-410-000-51400	18.36
JBTRUCK	JB TRUCK SERVICE,LLC	PLOW SPRING	01-410-000-51400	51.44
TOTAL SNOW REMOVAL				27,210.37
TOTAL SNOW REMOVAL				27,210.37
STREET SIGNS AND MARKINGS				
12110	LANGE ENTERPRISES INC	48 STREET SIGNS	01-420-000-52600	1,039.20
12110		SHIPPING	01-420-000-52600	33.60
TOTAL				1,072.80
TOTAL STREET SIGNS AND MARKINGS				1,072.80
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	8QT OIL CAN	01-450-000-52150	23.55
04575	DOOR COUNTY HARDWARE	GRIND WHEEL	01-450-000-52150	19.96
04575		AIR FILTERS	01-450-000-52150	16.77
04575		FASTENERS	01-450-000-52150	1.90
04575		PLUMBING SUPPLIES	01-450-000-52150	25.39
04575		FASTENERS/BYPASS LOPPER	01-450-000-52700	130.97
04575		GASKET BATH SHOE/BOLT/NUT	01-450-000-53000	5.17
04575		FASTENERS/BOLTS	01-450-000-53000	8.96
04696	DOOR COUNTY TREASURER	02/23 FUEL 452.41G	01-450-000-51650	1,377.59
04696		02/23 DSL FUEL 2076 G	01-450-000-51650	7,949.00
06012	FASTENAL COMPANY	HARDWARE	01-450-000-52150	14.95
ADVAUTO	GENERAL PARTS DISTRIBUTION LLC	BRAKE CLEANER	01-450-000-52150	59.76
ADVAUTO		FOAM DISC	01-450-000-52150	12.32
ADVAUTO		OIL	01-450-000-52150	269.54
ADVAUTO		FILL CAN/ENAMEL CD	01-450-000-52150	145.50
ADVAUTO		ROTELLA 15W40	01-450-000-52150	32.19
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	FUEL TUBE	01-450-000-53000	151.19
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WIPER BLADES	01-450-000-52150	33.14
O'REILLY		WIPER BLADE	01-450-000-52150	18.54
O'REILLY		WIPER BLADE	01-450-000-52150	16.57
O'REILLY		TARP STRAPS	01-450-000-52150	28.43
TOTAL				10,341.39
TOTAL STREET MACHINERY				10,341.39
CITY GARAGE				
19880	STURGEON BAY UTILITIES	SALT SHED	01-460-000-56150	13.39
19880		835 N 14TH AVE	01-460-000-56150	858.41
19880		835 N 14TH AVE	01-460-000-58650	89.20
AMERWELD	AMERICAN WELDING & GAS, INC	ARGON BOTTLE SWAP	01-460-000-58999	70.27
AMERWELD		MONTHLY CYLINDER RENTAL	01-460-000-58999	148.28
COVANTA	COVANTA ENVIRONMENTAL SLTN LLC	OIL STORAGE TANK SLUDGE DISPSL	01-460-000-58999	1,480.32
TOTAL				2,659.87

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL CITY GARAGE				2,659.87
HIGHWAYS - GENERAL				
19880	STURGEON BAY UTILITIES	808 S DULUTH AVE SIGN	01-499-000-58000	16.60
19880		EGG HRBR RD TRFFC LITE	01-499-000-58000	26.25
19880		N 14TH &EGG HRBR TRFC LITE	01-499-000-58000	32.69
19880		2 TRFFC WARN LIGHT/SPEED SIGN	01-499-000-58000	8.25
19880		MADISON AVE TRFFC LIGHTS	01-499-000-58000	116.71
19880		342 ORNAMENTAL LIGHTS	01-499-000-58000	5,019.11
19880		593 OVERHEAD LIGHTS	01-499-000-58000	6,594.06
19880		S LANSING & W WALNUT SIGN	01-499-000-58000	9.19
19880		1ST AVE EAST SIDE DOCK	01-499-000-58000	35.74
19880		OLD HWY RD SIGN	01-499-000-58000	16.71
YOUNK	RYAN YOUNK	SAFETY BOOT REIMBURSE/YOUNK	01-499-000-56800	220.50
TOTAL				12,095.81
TOTAL HIGHWAYS - GENERAL				12,095.81
PARK & RECREATION ADMIN				
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-500-000-51950	35.77
PULSE	PENINSULA PULSE	ADVERTISING	01-500-000-57450	100.94
TOTAL				136.71
TOTAL PARK & RECREATION ADMIN				136.71
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMDES INC	DOG PARK PORT A POTTI	01-510-000-58999	110.00
04575	DOOR COUNTY HARDWARE	FASTENERS	01-510-000-52550	13.49
04575		UTILITY HEATER	01-510-000-51400	49.99
04575		ELECT TAPE	01-510-000-51400	8.57
04575		SCRW SM PAN	01-510-000-51850	7.99
04575		CUTEND MOPHEAD	01-510-000-51850	34.36
04575		PRUNING SAW	01-510-000-52700	59.85
04575		TELESCOPIC POWER LOPPER	01-510-000-52700	37.99
04575		CAULK/ROUND OVER	01-510-000-52100	39.58
04575		CREDIT	01-510-000-52100	-1.00
04575		NYLON ROPE/SAND DISC/SWEEP PAD	01-510-000-51400	148.97
04575		SAW BLADE	01-510-000-52700	15.99
04575		KEYS	01-510-000-52100	4.78
04575		PLANER KNIVES	01-510-000-56250	64.99
04575		FLAT WASHER	01-510-000-51850	0.79
04575		STENCIL SET	01-510-000-52100	17.95
04696	DOOR COUNTY TREASURER	02/23 FUEL 225.38 G	01-510-000-51650	686.28
04696		02/23 DSL FUEL 10.63 G	01-510-000-51650	40.70
08225	HERLACHE SMALL ENGINE	CHAIN SAW BAR	01-510-000-52700	57.00
19880	STURGEON BAY UTILITIES	MICHIGAN ST CHARGING STATION	01-510-000-56150	69.34
19880		MARTIN PARK PAVILLION	01-510-000-56150	13.39

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
19880		MARTIN PARK RESTROOM	01-510-000-58650	8.00
19880		MEM FLD WARMING HOUSE	01-510-000-56150	63.15
19880		MEM FLD WARMING HOUSE	01-510-000-58650	-166.02
19880		MEM FLD WARMING HOUSE	01-510-000-58650	163.80
19880		GARLAND PARK	01-510-000-56150	13.39
19880		GARLAND PARK	01-510-000-56150	8.00
19880		SUNSET CONSN CNTR	01-510-000-56150	171.67
19880		SUNSET CONSN CNTR	01-510-000-58650	54.42
19880		FRANK GRASSE MEM SHELTER	01-510-000-56150	14.90
19880		FRANK GRASSE MEM SHELTER	01-510-000-58650	11.40
19880		OTUMBA PARK	01-510-000-56150	37.73
19880		OTUMBA PARK	01-510-000-58650	8.00
19880		WS WARMING HOUSE	01-510-000-56150	115.62
19880		WS WARMING HOUSE	01-510-000-58650	17.76
19880		MADISON AVE CHARGING STATION	01-510-000-56150	36.77
19880		JAYCEES BALLFLD STAND	01-510-000-56150	13.39
19880		3RD AVE POWER PANEL	01-510-000-56150	13.39
19880		421 MICHIGAN ST FLAG LIGHT	01-510-000-56150	30.27
19880		MEM FLD PKG LOT	01-510-000-56150	24.01
19880		WS BALLFLD LIGHTS	01-510-000-58650	18.00
19880		MEM FLD COMPLEX	01-510-000-56150	194.30
19880		GIRLS LITTLE LEAGUE	01-510-000-58650	51.40
19880		OTUMBA PRK WALKWAY	01-510-000-56150	17.37
19880		QUINCY ST BALLFLD	01-510-000-58650	27.00
19880		1ST AVE CHARGING STATION	01-510-000-56150	18.96
19880		SIGN SHED	01-510-000-56150	67.97
19880		SIGN SHED	01-510-000-58650	17.76
19880		CHERRY BLOSSOM PARK	01-510-000-56150	13.39
19880		CHERRY BLOSSOM PARK	01-510-000-58650	24.28
TOTAL				2,571.08
TOTAL PARKS AND PLAYGROUNDS				2,571.08
MUNICIPAL DOCKS				
19880	STURGEON BAY UTILITIES	36 S NEENAH PKG LOT LIGHTS	01-550-000-56150	136.89
19880		38 S NEENAH AVE PAVILLION	01-550-000-56150	20.79
19880		38 S NEENAH AVE PAVILLION	01-550-000-58650	8.00
19880		38 S NEENAH AVE RESTROOM	01-550-000-56150	120.65
19880		38 S NEENAH AVE RESTROOM	01-550-000-58650	18.00
TOTAL				304.33
TOTAL MUNICIPAL DOCKS				304.33
WATER WEED MANAGEMENT				
04575	DOOR COUNTY HARDWARE	RIVETS	01-560-000-51400	8.37
04575		FASTENERS/THREADED ROD	01-560-000-51400	23.98
19275	SHERWIN WILLIAMS	PAINT	01-560-000-51400	81.36
38290	HI TEC FABRICATION	CONVEYOR STEEL PANEL	01-560-000-51400	311.59
TOTAL				425.30

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

GENERAL FUND				
TOTAL WATER WEED MANAGEMENT				425.30
WATERFRONT PARKS & WALKWAYS				
04575	DOOR COUNTY HARDWARE	FASTENERS	01-570-000-54999	20.99
19880	STURGEON BAY UTILITIES	MADISON AVE DC MUSEUM WALKWAY	01-570-000-56150	50.79
19880		MADISON AVE DC MUSEUM PKG LOT	01-570-000-56150	95.37
19880		JUNIPER ST WALKWAY LIGHTS	01-570-000-56150	32.57
19880		JUNIPER ST PRKING LOT	01-570-000-56150	25.95
19880		PENNSYLVANIA ST DOCK	01-570-000-58650	11.40
19880		48 KENTUCKY ST WTRFRNT	01-570-000-56150	107.33
19880		92 E MAPLE ST DOCK	01-570-000-58650	8.00
19880		1ST AVE MARINA/RESTROOM	01-570-000-56150	452.83
19880		1ST AVE MARINA/RESTROOM	01-570-000-58650	54.42
19880		CITY PKG RAMP	01-570-000-56150	124.09
19880		48 KENTUCKY ST CITY MARINA	01-570-000-58650	27.00
TOTAL				1,010.74
TOTAL WATERFRONT PARKS & WALKWAYS				1,010.74
COMMUNITY & ECONOMIC DEVLPMT				
13582	WIS COMMERCIAL PORTS ASSOC.	2023 ASSOCIATION DUES	01-900-000-56000	250.00
WESTBEND	WEST BEND MUTUAL INSURANCE CO	NOTARY BOND/SOMMERS	01-900-000-56000	20.00
TOTAL				270.00
TOTAL COMMUNITY & ECONOMIC DEVLPMT				270.00
TOTAL GENERAL FUND				155,209.50
CAPITAL FUND				
PATROL				
REVENUE				
19240	SERVICE MOTOR CO	2001 CASE W/LOADER TRADE IN	10-000-000-48100	-8,000.00
TOTAL REVENUE				-8,000.00
TOTAL PATROL				-8,000.00
CITY HALL				
CITY HALL EXPENSE				
02975	CAMERA CORNER	DOOR SECURITY	10-160-000-59040	1,232.00
02975		OFFICE SECURITY UPGRADE	10-160-000-59040	1,029.00
AUGUST	AUGUST WINTER & SONS, INC.	HEATER BURNER ASSEMBLY REPLCE	10-160-000-59999	1,496.00
HENKEL	HENKEL FLOORING SERVICE LLC	OFFICE SEC UPGRADE/FLOORING	10-160-000-59040	1,450.00
VIKING	VIKING ELECTRIC SUPPLY, INC	OFFICE SEC UPGRADE LIGHTS	10-160-000-59040	316.16
TOTAL CITY HALL EXPENSE				5,523.16
TOTAL CITY HALL				5,523.16

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
GENERAL EXPENDITURES				
14490	NEENAH FOUNDRY	PROJ 2301 CASTINGS SBU PORTN	10-199-000-51525	14,287.93
R0000421	WI DEPT OF TRANSPORTATION	HWY 42/57 INTERSCTN-CNTY PRN	10-199-000-51525	456.27
TOTAL				14,744.20
TOTAL GENERAL EXPENDITURES				14,744.20
PATROL				
PATROL				
AMERDIVE	AMERICAN DIVING SUPPLY, LLC	DIVE TEAM ITEMS	10-215-000-59999	4,533.25
DIVE	DIVE RIGHT IN SCUBA, INC	DIVE EQUIPMENT	10-215-000-59999	5,235.96
DIVE		DIVE EQUIPMENT	10-215-000-59999	1,817.25
TOTAL PATROL				11,586.46
TOTAL PATROL				11,586.46
FIRE DEPARTMENT				
EXPENSE				
23897	W.S. DARLEY & CO.	B716 NOZZLE	10-250-000-59060	108.71
TOTAL EXPENSE				108.71
TOTAL FIRE DEPARTMENT				108.71
STORM SEWERS				
EXPENSE				
14490	NEENAH FOUNDRY	PROJ 2301 CASTINGS CITY PORTN	10-300-000-59115	2,586.00
TOTAL EXPENSE				2,586.00
TOTAL STORM SEWERS				2,586.00
ROADWAYS/STREETS				
ROADWAYS/STREETS				
R0000421	WI DEPT OF TRANSPORTATION	HWY 42/57 INTERSECTN-CITY PRN	10-400-000-59095	1,057.15
TOTAL ROADWAYS/STREETS				1,057.15
TOTAL ROADWAYS/STREETS				1,057.15
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
19240	SERVICE MOTOR CO	2022 FARMALL W/LOADER	10-510-000-59065	29,250.00
TOTAL PARKS AND PLAYGROUNDS				29,250.00
TOTAL PARKS AND PLAYGROUNDS				29,250.00
TOTAL CAPITAL FUND				56,855.68

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
CEDARCO	CEDAR CORPORATION	WEST WTRFRONT PROJECT	28-340-000-58999	2,632.50
TOTAL TID #4 DISTRICT				2,632.50
TOTAL TID #4 DISTRICT				2,632.50
TOTAL TID #4 DISTRICT				2,632.50
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
04603	HALRON LUBRICANTS INC	275 G DSL EXHAUST FLUID	60-000-000-51650	788.32
04696	DOOR COUNTY TREASURER	02/23 DSL FUEL 653.47G	60-000-000-51650	2,502.14
20725	T R COCHART TIRE CENTER	TRCK 41 TIRES	60-000-000-52850	1,040.00
GFLENVIR	GFL ENVIRONMENTAL, INC	178.97 TON GARBAGE	60-000-000-58300	12,619.18
GFLENVIR		58.76 TON RECYCLING	60-000-000-58350	978.94
JX ENT	JX ENTERPRISES, INC.	CAMSHAFT	60-000-000-53000	55.81
TOTAL SOLID WASTE ENTERPRISE FUND				17,984.39
TOTAL SOLID WASTE ENTERPRISE FUND				17,984.39
TOTAL SOLID WASTE ENTERPRISE				17,984.39
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
19880	STURGEON BAY UTILITIES	MARTIN PARK RESTROOM	64-000-000-58999	2.00
19880		421 MICHIGAN ST	64-000-000-58999	10.00
19880		MEM FLD WARMING HOUSE	64-000-000-58999	6.00
19880		835 N 14TH AVE	64-000-000-58999	6.00
19880		GARLAND PARK	64-000-000-58999	2.00
19880		SUNSET CONSN CNTR	64-000-000-58999	6.00
19880		FRANK GRASSE MEM SHELTER	64-000-000-58999	2.00
19880		OTUMBA PARK	64-000-000-58999	2.00
19880		WS WARMING HOUSE	64-000-000-58999	2.00
19880		WS FIRE STATION	64-000-000-58999	6.00
19880		38 S NEENAH AVE PAVILLION	64-000-000-58999	2.00
19880		38 S NEENAH AVE RESTROOM	64-000-000-58999	4.00
19880		WS BALLFLD LIGHTS	64-000-000-58999	4.00
19880		GIRLS LITTLE LEAGUE	64-000-000-58999	6.00
19880		COMPOST SITE	64-000-000-56150	13.39
19880		FIRE TRAINING SITE	64-000-000-58999	2.00
19880		QUINCY ST BALLFLD	64-000-000-58999	6.00
19880		PENNSYLVANIA ST DOCK	64-000-000-58999	2.00
19880		92 E MAPLE ST DOCK	64-000-000-58999	2.00
19880		1ST AVE MARINA/RESTROOM	64-000-000-58999	6.00
19880		CITY PKG RAMP	64-000-000-58999	2.00
19880		48 KENTUCKY ST CITY MARINA	64-000-000-58999	6.00
19880		SIGN SHED	64-000-000-58999	2.00
19880		CHERRY BLOSSOM PARK	64-000-000-58999	2.00
TOTAL COMPOST SITE ENTERPRISE FUND				103.39

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
TOTAL COMPOST SITE ENTERPRISE FUND				103.39
TOTAL COMPOST SITE ENTERPRISE FUND				103.39
TOTAL ALL FUNDS				232,785.46

MANUAL CHECKS

DELTA DENTAL	\$6,310.88
03/01/23	
Check # 91579	
03/23 Dental Insurance	
Various Departmental Accounts	
EFT GROUP INSURANCE	\$121,987.02
03/01/23	
Check # 91579	
03/23 Health Insurance	
Various Departmental Accounts	
SPECTRUM	\$181.98
03/07/23	
Check #91626	
02/23 Statement Charges	
Various Departmental Accounts	
AT&T FIRST MOBILITY	\$1,530.43
03/07/23	
Check # 91627	
02/23 Police Cellphone Statement	
01-215-000-58250	
MANN COMMUNICATION	\$5,442.42
03/07/23	
Check # 91628	
03.07.23 Contract	
21-000-000-55015	
DOOR COUNTY TREASURER	\$21.22
03/14/23	
Check # 91632	
Lot Cr. Wood Est. 281-10-851000303	
01-000-000-12110	
TOTAL MANUAL CHECKS	\$ 135,473.95

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CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/21/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
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SUMMARY OF FUNDS:

GENERAL FUND	155,209.50	290,683.45
CAPITAL FUND	56,855.68	
TID #4 DISTRICT	2,632.50	
SOLID WASTE ENTERPRISE	17,984.39	
COMPOST SITE ENTERPRISE FUND	103.39	

TOTAL --- ALL FUNDS	232,785.46	368,259.41

Handwritten notes:
Helen L/Bacon 3-14-23
SPM Wounding 3-14-23
John W. 3/14/23

COMMON COUNCIL

March 7, 2023

A meeting of the Common Council was called to order at 6:01 p.m. by Mayor Ward. The Pledge of Allegiance was recited. Roll call: Bacon, Statz, Williams, Gustafson, Nault, and Wiederanders were present. Reeths was excused.

Williams/Gustafson to adopt the agenda moving 7g and 7b2 to the regular agenda. Carried.

The following people spoke during public comment: Eric Moe, 717 N Hudson Ave; Deb Coonard, 966 Green Bay Road; Dana Anderson, 1018 Green Bay Road; Carl Wennerstrand, 4408 Cherry Road.

Bacon/Wiederanders to approve following bills: General Fund – \$5,083,467.56, Capital Fund - \$27,430.38, TID #6 - \$468.00, TID #2 - \$103,975.00, TID #3 - \$20,992.50, TID #4 - \$38,481.25, and Solid Waste Enterprise Fund - \$8,060.09 for a grand total of \$5,282,874.78. Roll call: All voted aye. Carried.

Wiederanders/Nault to approve consent agenda:

- a. Approval of 2/21/23 regular Common Council minutes.
- b. Place the following minutes on file:
 - (1) Joint Parks & Recreation Committee/Board – 10/26/22
 - (2) ~~Joint Parks & Recreation Committee/Board – 12/21/22~~ Moved to regular agenda
 - (3) Police & Fire Commission – 1/4/23
 - (4) Bicycle & Pedestrian Advisory Board – 2/6/23
 - (5) Zoning Board of Appeals – 2/14/23
 - (6) Finance/Purchasing & Building Committee – 2/14/23
 - (7) City Plan Commission – 2/15/23
 - (8) Parking & Traffic Committee – 2/27/23
 - (9) Aesthetic Design & Site Plan Review Board – 2/27/23
- c. Place the following reports on file:
 - (1) Annual Fire Department Report – 2022
- d. Consideration of: Approval of beverage operator license.
- e. Consideration of: Approval of Class B Beer and Class C Wine license.
- f. Consideration of: Approval of Class A Beer and Class A Liquor license.
- g. ~~Parking & Traffic Committee recommendation re: Combining Bicycle & Pedestrian Advisory Board with Parking & Traffic Committee.~~ Moved to regular agenda.
- h. Parking & Traffic Committee recommendation re: Holding the 2023 Bike Rodeo.

Carried.

Williams/Gustafson to approve the following mayoral appointment:

AESTHETIC DESIGN & SIRE PLAN REVIEW BOARD

Matt Fox

Carried.

Bacon/Nault to read in title only and adopt the second reading of the ordinance re: Rezone Parcel 281-64-63000105B located at 11 Green Bay Road, owned by Robert Scaturo. Carried.

Williams/Wiederanders to read in title only and adopt the second reading of the ordinance re: Create Section 6.28 of the Municipal Code – Outdoor Wood Burning Furnace Prohibited. Carried.

A lengthy discussion took place regarding the site plan/driveway to Highway 42/57 for Kwik Trip. Mayor Ward summarized the activity since the last Council meeting which included a conference

call with the DOT over the raised median on Hwy 42/57. Staff offered many alternatives to avoid putting a median in but the DOT was firm that even if this project did not take place that there would be another trigger that would necessitate the median. It is the DOT's intention to eventually construct a raised median. Further discussion took place regarding safety, traffic congestion at intersections, steps to mitigate a median being constructed, different options for truck access (i.e. Columbia Ave improvements), requiring access from Kwik Trip for Destination Door County, Verlo, and others from the Kwik Trip property. Further discussion took place regarding clarification of the road dedication, traffic flow on the Kwik Trip parcel/property, extension of Ashland Ave, process for acquiring the road that no one owns, and speed limit reduction in the area.

Williams/Wiederanders to approve the site plan and driveway on Highway 42/57 for Kwik Trip with the following conditions:

- Require access to Kwik Trip property for Destination Door County and the Verlo Mattress parcel.
- Require Kwik Trip to allow freight deliveries to/from Sturgeon Bay Metal Products (and others) to go through the Kwik Trip property in order to reach Duluth Ave for left turn back onto the highway for truck access.
- Require dedication of right of way from Kwik Trip for future connection to South Ashland Ave.

and to direct the Finance/Purchasing & Building Committee to consider an amendment to the TID #7 plan, acquiring and improve the right of way on private road between North Duluth Ave and Target Store/North Ashland Ave.

Carried.

Bacon/Wiederanders to adopt the resolution to increase the Solid Waste User Fees. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend approve ordering the Farmall 40A tractor and Case L340 1h loader bucket from Service Motor Company in an amount not to exceed \$29,250, and trade in a 2001 Case DX40 with bucket loader valued at \$8,000.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Williams to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby to approve the purchase of the ILH-450 Harvester and ILH Tri-Axle trailer from Inland Harvester with optional water pump in an amount not to exceed \$182,202 and trade in a 1995 Aquarius HM-420 with trailer valued at \$15,000.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Wiederanders to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the bid for aquatic weed spraying from Wisconsin Lake and Pond Restoration for spraying and permitting for the next two years in the amount of \$400 per acre.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Gustafson to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the additional cost to Onterra, LLC for adding Bradley Lake to the Aquatic Plan Management Plan in an amount not to exceed \$5,795.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Nault to adopt. Carried.

RECOMMENDATION

We, the Finance/Purchasing & Building Committee, hereby recommend to proceed with ordering the Single Axle Patrol Truck and Equipment from Packer City Trucks and recommend rolling the purchase over to the 2024 budget at an increased amount to cover the cost of overage and trade in a 1996 Ford L-8000.

FINANCE/PURCHASING & BUILDING COMMITTEE

By: Helen Bacon, Chr.

Introduced by Bacon. Bacon/Wiederanders to adopt. Carried.

RECOMMENDATION

We, the Parking & Traffic Committee, hereby recommend combining the Bicycle & Pedestrian Advisory Board with the Parking & Traffic Committee and to comprise the combined committee of five members, three from Common Council and two community members from the Advisory Board.

PARKING & TRAFFIC COMMITTEE

By: Kirsten Reeths, Chr.

Statz/Gustafson to adopt. Carried.

Gustafson/Williams to place the following minutes on file: Joint Parks & Recreation Committee/Board – 12/21/22. Ald. Nault addressed the item on the Horizon sculpture in Sunset Park. Carried.

City Administrator VanLieshout gave his report.

Mayor Ward gave his report.

Nault/Gustafson to adjourn. Carried. The meeting adjourned at 7:37 p.m.

Respectfully submitted,


Stephanie L. Reinhardt
City Clerk/HR Director

CITY OF STURGEON BAY
 JOINT PARKS AND RECREATION COMMITTEE / BOARD MEETING MINUTES
 Wednesday, February 22, 2023
 Council Chambers, City Hall, 421 Michigan Street
 5:00 P.M.

A meeting of the Joint parks and Recreation Committee / Board was called to order at 5:00 P.M. by Chairperson/Ald. Bacon in Council Chambers, City Hall, 421 Michigan Street.

Roll Call [1]: Members present were Chair/Ald. Helen Bacon, Ald. Gary Nault, Ald. Spencer Gustafson, Randy Morrow, Debbie Kiedrowski, Jay Renstrom (via Zoom), Thomas Hemminger, and Municipal Services Director Mike Barker. Chris Larsen was absent. Also, in attendance was City Administrator Josh VanLieshout.

Adoption of the Agenda [2]: Motion was made by Gustafson and seconded by Nault to adopt the following agenda:

1. Roll Call
2. Adoption of Agenda
3. Review of Minutes from December 21, 2022
4. Review of Local Arts Board Minutes from January 11, 2023
5. Public Comment on Agenda Items
6. Consideration of Ice Age Trail sign location at Cherry Blossom Park
7. Mark Holey presentation on fishing tournaments during the spawn.
8. Consideration of change to Fishing Tournament Rules.
9. Chair's report
10. Director's report
11. Adjourn

Review of Minutes from October 26, 2022 [3]: No comments or changes

Review of Minutes from the Local Arts Board meeting on September, 14, 2022 [4]: No changes. Gustafson stated that he appreciates the work that the Local Arts Board is doing.

Public Comment on Agenda Items [5]:

1. J.J. Malvitz 8728 County C Sturgeon Bay, spoke on agenda item 8.
2. John Kolodziej 4511 Sherwood Pt. Rd. Sturgeon Bay, spoke on agenda item 8.

Consideration of Ice Age Trail sign location at Cherry Blossom Park [6]: Ald Reeths shared information regarding the donation and placement of the sign. She mentioned the following:

- It would be at no cost to the City
- It would be constructed of cedar.
- It will have information pertaining to the trail.
- There is a bench that is attached to one side of the sign.

During discussion it was asked to make sure that it would not be used to as an advertisement for businesses. A motion was made to allow placement of the sign at Cherry Blossom Park and for the group who is donating the sign to work with the Director of Municipal Services on the exact placement by Renstrom, seconded by Kiedrowski. All in favor, carried

Mark Holey presentation on fishing tournaments during the spawn. [7]: Mark Holey gave a presentation on the fishing tournaments during the small mouth bass spawn. He mentioned the following:

- His education and work history.
- His presentation is unbiased and comes from facts gathered from documented research.
- He has participated in the Sturgeon Bay Bass Open and for the past few years he has served on the committee of the Sturgeon Bay Bass Tournament.
- He used an article in the Fisheries Magazine from the American Fisheries Society titled *On Improved Care of Black Bass During Live-Release Competitive Angling Events-Recent Innovations and Associated Research Needs*.
- There have improvements of how the fish are handled prior to released.
- No matter what type of tournament is held, there is still stress on the fish that are caught. However, the weigh on the water format has significantly less handling of the fish.
- Fish get stressed by handling, the more they are handled the more they are stressed.
- Immediately releasing fish in the water eliminates:
 - Stress involved of being crowded in a live well including the travel time back to the weight station.
 - The amount of time the fish is out of the water.
 - The fish being relocated to a different location away from their bed. 68% of bass do not return to the original bed.
- When most of the tournaments occur here, it is before peak spawning time, this is the pre-spawn. During this time, the bass are typically searching bedding sights or clearing out beds.
- On one of the research videos from Sawyer Harbor, it shows a bass caught off its bed. The bass was immediately released, but before the bass returned there were about a dozen bluegills and rock bass in the bed.
- Largemouth bass virus presence was confirmed in 2021 by the WI DNR. Although the DNR did not institute any changes they released guidance, the guidance recommended:
 - Fish not being held in live wells unless they were to be harvested.
 - Handling the bass as quickly and gently during its release.
- There is no conclusive evidence that tournaments have an impact on the fish population.
- If the City were to adopt this rule, there would not be quick results.
- During the tournaments when fish are handled several times, the fish may choose to not make a bed for spawning that year.
- The DNR typically does not get involved unless there was a clear population effect. This has happened in Detroit Harbor (Washington Island) and the Mink River Estuary.
- In 2024/25 there is a planned study that will remove bass from their beds, relocate them and see if they return to their beds. The results should be available in about 3-5 years.
- The peak of the spawn in this area is considered in early June however there is nesting and spawning that would occur prior to that.
- If a fish is held out of the water for a minute, their heart rate and metabolism is elevated for up to an hour. The longer they remain out of the water it would prolong the elevated state which could result in fish mortality.
- Handling mortality is exacerbated by temperature. A tournament in July or August could potentially be more detrimental to the fish population.
- The DNR increased the size limit to 14" to allow fish to grow more which allows them to be able to reproduce prior to being harvested.

Board members asked questions and continued discussion.

Consideration of change to Fishing Tournament Rules. [8]

Ald Bacon read the proposed changes to the rules. She mentioned Ald Nault could discuss the topic but he would recuse himself from voting. There was discussion on the topic of changing the rules. Renstrom made a motion to approve the proposed fishing rules with changes as outlined to begin January 2024. Hemminger seconded.

Barker made a motion to amend the recommendation for approving the proposed changes by changing number eight (8) of the proposed rules to "during the month of June" for bass tournaments instead of "prior to June 30th" Renstrom Seconded. Amendment carried, six ayes, one no (Morrow)

Original motion as amended was voted on, six ayes, one no (Ald Gustafson)

Chair's Report [9]: Chair Bacon reported she met with an artist who applied for the mural competition. There is a possibility of him creating a mural for placement in a park, possibly on Sunset Park pavilion. There was a meeting with Steven Haas concerning his sculpture Crosswind Approach, they are attempting to raise money to purchase the piece for permanent placement in the City.

Director's Report [10]: Mike Barker mentioned that the parks staff had removed all of the benches from the waterfront to give them a facelift, several have been reinstalled. Several parks and DPW staff were trained on pruning pear and apple trees since we have our own orchard and continue to plant fruiting trees in our parks system. Woods West Pear orchard has been pruned already. Gave up date on the Aquatic Plant Management Plan, contract was awarded and the first public input gathering meeting may be as soon as our next meeting.

Adjourn [10]: Motion to adjourn by Ald Gustafson, second by Kiedrowski. All ayes. Motion carried. The meeting was adjourned at 6:23 pm.

FINANCE/PURCHASING & BUILDING COMMITTEE
February 28, 2023

A meeting of the Finance/Purchasing & Building Committee was called to order at 4:01 pm by Chairperson Bacon in the Council Chambers, City Hall. Roll call: Alderpersons Bacon and Wiederanders were present. Alderperson Williams was excused. Also present: City Administrator VanLieshout, City Treasurer/Finance Director Clarizio, Fire Chief Dietman, Police Chief Henry, Community Development Director Olejniczak and Office Accounting Assistant II Metzger.

A motion was made by Alderperson Wiederanders, seconded by Alderperson Williams to adopt the following agenda:

1. Roll call.
 2. Adoption of agenda.
 3. Public comment on agenda items and other issues related to finance & purchasing.
 4. Consideration of: US Cellular Tower Site Lease Request-Big Hill.
 5. Consideration of: Write-off 2021 Delinquent Personal Property Taxes.
 6. Review bills.
 7. Adjourn.
- Carried.

No one spoke during public comment on agenda items and other issues related to finance & purchasing.

Consideration of: US Cellular Tower Site Lease Request-Big Hill.

City Administrator Van Lieshout stated several months ago US Cellular approached the City to place a new cell tower next to the water utility facilities at Big Hill Park. The Finance Committee reviewed and forwarded a recommendation to the Common Council for approval. At that time the Fire Chief informed the Council of proposed plans involving public safety communication resulting in the matter being tabled. The proposed lease presented includes favorable terms for the city than initially presented. The terms include a base rental rate of \$16,200 per year, increasing by 12% every 5 years versus the previous offer of \$7,500, increasing by 10% every 5 years. A sublease revenue sharing piece was added stating 25% of the sublease revenue will be retained by the City. By separate agreement US Cellular will allow co-location with public safety and operations equipment without a charge. Mr. Van Lieshout noted the downside is giving 3,600 sq. ft of park space and the lease term of 50 years, however, the City would have the option to exit the lease at 5-year increments.

Fire Chief Dietman explained that the County currently houses all the communications for public safety for the City and entire County. There is a communication upgrade that will happen in 2025, with activation in 2025 or 2026. The site location at Big Hill park is a prime site for coverage in the city. The ability to co-locate on the tower will save both the City and County considerable cost and prevent the need to put up an additional tower.

Dan Kane, Door County Emergency Management and Communications Director commented that one tower currently extends coverage for a majority of the city. The current system has difficulty penetrating certain structures. The new tower will provide more mappable area and coverage.

Chief Henry added communications are critical, certain structures like schools, big box, Wal-Mart and the hospital are very difficult to get in with communication. There are workarounds in place but having a site there can help communication.

Mr. Olejniczak added the Park and Recreation Committee reviewed the initial proposal agreeing the tower would not impact the park and unanimously approved the lease area.

Moved by Alderperson Bacon, seconded by Alderperson Wiederanders to recommend to Common Council to approve the site lease request from US Cellar for a new cell tower at Big Hill park. Carried.

Consideration of: Write off 2021 Delinquent Personal Property Taxes:

City Treasurer/Finance Director Clarizio presented the list of delinquent personal property tax accounts for 2021 due in 2022. The state allows municipalities to charge back to the relevant taxing jurisdictions for qualifying accounts. There are 4 delinquent accounts that are proposed for write-off of the City's portion in the amount of \$69.90.

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to recommend to Common Council to write off the following 2021 delinquent personal property tax account bills in the amount of \$69.90.

Write-off list

<u>Tax Account #</u>	<u>Name</u>	<u>Proposed Write-off Amount</u>
281-1221	Madison Ave Tattoo, LLC	\$ 21.91
281-1285	Lepack Jostsons, Inc	\$ 37.20
281-1454	Cut Hut	\$ 1.14
281-1600	Ascension at Home	\$ 9.65
Total		\$69.90

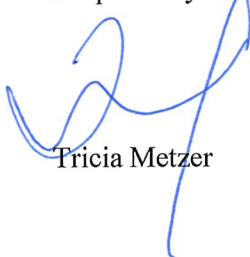
Carried.

Review bills

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to approve the bills as presented and forward to the Common Council for payment. Carried.

Moved by Alderperson Wiederanders, seconded by Alderperson Bacon to adjourn. Carried. The meeting 4:24pm.

Respectfully submitted,



Priscia Metzger



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 Josh VanLieshout

From: Assistant Chief Daniel J. Brinkman

Subject: Monthly Report for February, 2023

Date: March 8 2023

The following is a summary of the Police Department's activities for the month of February that includes crimes investigated, traffic accidents investigated, training completed, and public education provided by department members.

Crimes Investigated

The Department, during the month, investigated a total of 46 crimes.

These crimes can be broken down and classified as follows.

Theft.....	05
Custodial Interference.....	02
Fraud / Forgery.....	01
Domestic Abuse.....	03
Disorderly Conduct.....	09
Possess Controlled Substance.....	07
Criminal Damage to Property.....	03
Threats to Injure.....	01
Vehicle Theft.....	04
Death Investigation.....	03
Weapon Offense.....	01
Internet Crimes against Children.....	01
Sex Offenses.....	03
Battery.....	01
Prostitution.....	01
Identity Theft.....	01
TOTAL	46

Arrests

The Department completed a total of 75 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 Arrests

Bail Jumping.....	04
Make Terrorist Threats.....	01
Possess/Distribute Nudity w/o Person's Consent.....	01
Possess Controlled Substance.....	04
Weapon Offense.....	01
TOTAL	11

B. Misdemeanor Crime Arrests

Disorderly Conduct.....	08
Bail Jump.....	05
Battery.....	01
Resist / Obstruct Officers.....	01
Possess Drug Paraphernalia.....	02
TOTAL	17

Wisconsin Probation & Parole Arrests / Warrant Arrests.....	09
TOTAL	09

C. Ordinance Violation Arrests

Trespass to Land.....	01
Disorderly Conduct	03
Underage Consumption of Alcohol	01
Misuse of 911 System.....	01
Illegal Snowmobile Operation on Highway.....	01
TOTAL	07

D. Traffic Crime Arrests

Operate while Intoxicated.....	01
No Valid Driver's License.....	02
Hit and Run.....	01
TOTAL	04

E. Traffic Violation Arrests

Speeding.....	05
No Valid Driver's License.....	02
Operate M/V without Insurance.....	04
Operate while Suspended / Revoked.....	03
Miscellaneous Violations.....	13
TOTAL	27

In addition to the aforementioned arrests, the Department conducted a total of 107 traffic stops during the month and logged 54 violations for various motor vehicle defects and local ordinances and issued 41 written warnings for those violations. A total of 48 parking tickets were issued for violations throughout the city.

Traffic Accidents

The Department during the month investigated a total of 13 vehicle accidents. These accidents are categorized into four types.

A.	Motor Vehicle Accidents Involving Fatalities	00
B.	Motor Vehicle Accidents Involving Injuries.....	00
C.	Motor Vehicle Accidents Involving Property Damage	12
	(greater than \$1,000.00)	
D.	Motor Vehicle Accidents Involving Property Damage	01
	(less than \$1,000.00)	
		TOTAL 13

Police Service Calls

Department members handled 445 service calls during the month. These calls consist of both citizen requests for police service as described below (377), crimes investigated (46), traffic accidents investigated (13), and Wisconsin Probation and Parole Assists (09).

A.	Traffic and Road Incidents.....	71
	This category consists of all assignments involving assists to stranded motorists, directing traffic, complaints of noisy or otherwise disorderly vehicles, removing obstructions from roadways, and all parking problem complaints.	
B.	Noise Complaints.....	02
	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.	
D.	Alarms.....	14
	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.....	05
	Investigations by officers of noisy animals, loose animals, animal bites, wild animals and sick, injured or dead animal complaints.	
F.	Civil Disputes.....	09
	Arguments between neighbors, landlords and tenants, and family members where no crimes have been committed.	
G.	Escorts.....	05
	Transporting citizens, money escorts for area financial institutions, funerals, and for area industry and farming.	

H. Citizen Assist29

This category is broad and involves such services as assistance in gas drive-off, emergency notifications, attempts to locate people, retrieval of personal property, and vehicle registration assistance.

I. Assistance Rendered to Other Agencies.....07

Includes assistance to other law enforcement and government agencies.

J. Suspicious Person / Vehicle / Circumstance21

Involves both citizen complaints and observations by officers on patrol who took investigative action in regard to the suspicious behavior of vehicles and people.

K. Self-Initiated Field Activity.....01

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.

L. Juvenile Problems07

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.

M. Miscellaneous Incidents188

Includes arrest warrants served, recovered property calls, unfounded calls for police service, minor calls for police service, and 9-1-1 calls investigated.

N. Welfare Checks13

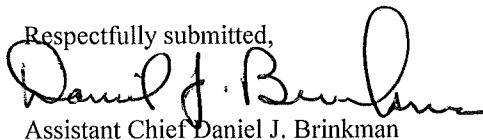
Includes calls to check on the well-being of a person who has not been heard from or seen for a period of time by family, friends, neighbors, or employers.

TOTAL 377

Department Training

The Joint SWAT Team and Dive Team completed their monthly training. Department members completed an update in Defensive and Arrest Tactics. One officer completed Instructor Update. One officer completed a 24-hour course on Investigating Boat Crashes and one officer completed a Red Dot Pistol Instructor course. Two officers completed Dive Equipment Specialist course and one officer completed 24 hours in Child Abduction Search Pattern Investigations.

Respectfully submitted,




Assistant Chief Daniel J. Brinkman



Visit our website at: www.sturgeonbaywi.org

MEMO

To: Mayor and Common Council
From: Valerie J. Clarizio, Finance Director/Treasurer 
Subject: 2022 Year-end and 2023 Year-to-date Financial Reports
Date: March 10, 2023

The City has received the 'draft' 2022 financial audit numbers from WIPFLi LLP. As a result, please find the attached December 2022 bank reconciliation and financial report, as well as, the most current bank reconciliation and financial report for the year 2023, dated February 28, 2023. Since the February reports are cumulative, I did not include the January financial reports. However, if you would like copies of the financial reports for January please contact me and I will forward them to you.

DECEMBER 2022 BANK RECONCILIATION

CHECKING ACCOUNTS

GENERAL FUND		ARPA	
NICOLET		NICOLET	
PRIOR G/L BALANCE	2,067,230.29	935,925.69	
REVENUE	8,366,361.27	254.57	
DISBURSEMENTS	2,800,543.49	275,000.00	
AMOUNT IN TRANSIT	9,774.02	0.00	
ADJUSTMENTS	11,250.40	0.00	
ENDING BALANCE	7,634,524.45	661,180.26	
<hr/>			
BANK BALANCE	7,679,045.23	661,180.26	
LESS OUTS, CHECKS	44,520.78	0.00	
	7,634,524.45	661,180.26	
<hr/>			

INVESTMENT ACCOUNTS

GENERAL/CAPITAL FUND	
INVESTMENTS	
	1,238,575.65
	250,212.26
	1,226.58
	0.00
	(22,082.78)
	1,465,478.55
<hr/>	
	1,465,478.55
<hr/>	

SAVINGS ACCOUNTS

GENERAL FUND		CAPITAL - BUILDING DEBT		CAPITAL PROJECTS		CAPITAL PROJECTS DEBT		TIF #3 CONSTRUCTION		TIF #3 DEBT	
STATE - #2		STATE - #9		STATE #13		STATE #15		STATE - #14		STATE - #08	
PRIOR G/L BALANCE	4,884,105.13	6,386.52	1,904,619.71	150,458.35	6,202.06	750,180.46					
REVENUE	20,081.22	2.84	6,554.22	6,926.26	21.34	2,581.01					
DISBURSEMENTS	249,000.00	6,389.36	0.00	0.00	0.00	475.00					
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00					
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00					
ENDING BALANCE	4,655,186.35	0.00	1,911,173.93	157,384.61	6,223.40	752,286.47					
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BANK BALANCE	4,655,186.35	0.00	1,911,173.93	157,384.61	6,223.40	752,286.47					
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TIF #1 DEBT		TIF #2		TIF #2 DEBT 98A&B		TIF #2 AMENDED AREA		TIF #2 AMENDED AREA		TIF #4 DEBT SVC		TIF #4 CONSTRUCTION	
STATE - #11		STATE - #3		STATE - #10		CONST - STATE - #06		CAP. INT. - STATE - #7		STATE - #12		STATE - #01	
PRIOR G/L BALANCE	413.66	12,579.99	3,671,064.55	56,438.77	50,193.24	6,173.39	732,076.97						
REVENUE	0.55	43.29	13,048.04	194.22	172.73	21.24	2,992.20						
DISBURSEMENTS	414.21	0.00	0.00	0.00	0.00	0.00	2,317.50						
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
ENDING BALANCE	0.00	12,623.28	3,684,112.59	56,632.99	50,365.97	6,194.63	732,751.67						
<hr/>													
BANK BALANCE	0.00	12,623.28	3,684,112.59	56,632.99	50,365.97	6,194.63	732,751.67						
<hr/>													

3/9/2023

8c3.

FOR FUND: GENERAL FUND
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER		FISCAL YEAR-TO-DATE	ANNUAL BUDGET	FISCAL		%
	BUDGET	ACTUAL			ACTUAL	ANCE	
REVENUES							
GENERAL FUND	13,641,065.00	1,582,564.02	(88.3)	13,641,065.00	13,641,065.00	12,504,554.80	(8.3)
TOTAL REVENUES	13,641,065.00	1,582,564.02	(88.3)	13,641,065.00	13,641,065.00	12,504,554.80	(8.3)
EXPENSES							
GENERAL FUND	1,391,104.61	32,315.39	97.6	1,595,425.00	1,595,425.00	1,677,679.86	(5.1)
MAYOR	13,745.00	1,022.68	92.5	13,745.00	13,745.00	12,416.82	9.6
CITY COUNCIL	66,685.00	5,178.63	92.2	66,685.00	66,685.00	63,729.15	4.4
LAW/LEGAL	95,000.00	25,274.00	73.3	95,000.00	95,000.00	103,268.52	(8.7)
CITY CLERK-TREASURER	466,830.00	54,504.98	88.3	466,830.00	466,830.00	496,502.36	(6.3)
ADMINISTRATION	208,015.00	(6,607.20)	103.1	208,015.00	208,015.00	165,998.01	20.1
COMPUTER	141,350.00	20,754.92	85.3	141,350.00	141,350.00	140,902.25	0.3
CITY ASSESSOR	78,208.34	8,217.22	89.4	78,300.00	78,300.00	81,958.14	(4.6)
BOARD OF REVIEW	1,520.00	0.00	100.0	1,520.00	1,520.00	0.00	100.0
BUILDING/ZONING CODE ENFORCEM	116,890.00	39,666.45	66.0	116,890.00	116,890.00	152,260.47	(30.2)
MUNICIPAL SERVICES ADMIN.	251,965.00	33,087.46	86.8	251,965.00	251,965.00	253,323.08	(0.5)
PUBLIC WORKS ADMINISTRATION	236,340.00	29,456.08	87.5	236,340.00	236,340.00	236,241.52	0.0
ELECTIONS DEPARTMENT	31,415.00	3,118.46	90.0	31,415.00	31,415.00	31,027.11	1.2
CITY HALL	202,300.00	27,167.62	86.5	202,300.00	202,300.00	198,486.03	1.8
INSURANCE	298,520.00	(6,468.74)	102.1	298,520.00	298,520.00	266,496.28	10.7
GENERAL EXPENDITURES	1,554,645.00	87,837.32	94.3	1,554,645.00	1,554,645.00	170,630.50	89.0
POLICE DEPARTMENT	621,630.00	76,085.81	87.7	621,630.00	621,630.00	614,243.19	1.1
PATROL BOAT	15,310.00	5,412.19	64.6	15,310.00	15,310.00	14,493.14	5.3
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
POLICE DEPARTMENT/PATROL	2,230,655.00	348,226.76	84.3	2,230,655.00	2,230,655.00	2,225,975.64	0.2
POLICE DEPT. / INVESTIGATIONS	175,285.00	17,914.85	89.7	175,285.00	175,285.00	152,397.95	13.0
FIRE DEPARTMENT	2,089,670.00	287,673.62	86.2	2,089,670.00	2,089,670.00	2,234,862.21	(6.9)
STORM SEWERS	36,495.00	2,150.40	94.1	36,495.00	36,495.00	38,530.00	(5.5)
LARGE ITEM PICKUP / LEAF COLL	54,155.00	20,229.68	62.6	54,155.00	54,155.00	40,605.51	25.0
COMPOST/SOLID WASTE SITE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
STREET SWEEPING	46,015.00	1,892.72	95.8	46,015.00	46,015.00	42,981.91	6.5
WEED ABATEMENT	4,575.00	0.00	100.0	4,575.00	4,575.00	160.17	96.4
ROADWAYS/STREETS	292,045.00	17,085.23	94.1	292,045.00	292,045.00	244,097.22	16.4
SNOW REMOVAL	222,480.00	49,397.32	77.7	222,480.00	222,480.00	189,844.84	14.6
STREET SIGNS AND MARKINGS	52,310.00	2,624.76	94.9	52,310.00	52,310.00	44,410.23	15.1
CURB/GUTTER/SIDEWALK	33,825.00	161.56	99.5	33,825.00	33,825.00	39,812.50	(17.7)
STREET MACHINERY	217,685.00	43,173.52	80.1	217,685.00	217,685.00	202,075.03	7.1
CITY GARAGE	68,490.00	12,376.40	81.9	68,490.00	68,490.00	66,122.28	3.4
CELEBRATION & ENTERTAINMENT	44,125.00	1,980.11	95.5	44,125.00	44,125.00	36,546.95	17.1
HIGHWAYS - GENERAL	487,695.00	66,354.01	86.3	487,695.00	487,695.00	466,250.33	4.3
PARK & RECREATION ADMIN	112,530.00	9,616.79	91.4	112,530.00	112,530.00	94,405.74	16.1
PARKS AND PLAYGROUNDS	521,300.00	52,412.31	89.9	521,300.00	521,300.00	501,802.58	3.7
BALLFIELDS	30,015.00	13,816.17	53.9	30,015.00	30,015.00	21,164.66	29.4

8c3.

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	VARI- ANCE	FISCAL		ANNUAL BUDGET	FISCAL		VARI- ANCE
				YEAR-TO-DATE BUDGET	%		YEAR-TO-DATE ACTUAL	%	
EXPENSES									
ICE RINKS	11,900.00	693.56	94.1	11,900.00		11,900.00	10,664.55	10.3	
BEACHES	5,230.00	0.00	100.0	5,230.00		5,230.00	896.43	82.8	
MUNICIPAL DOCKS	51,635.00	9,034.85	82.5	51,635.00		51,635.00	36,915.24	28.5	
WATER WEED MANAGEMENT	90,815.00	5,411.43	94.0	90,815.00		90,815.00	80,594.39	11.2	
WATERFRONT PARKS & WALKWAYS	77,915.00	6,154.43	92.1	77,915.00		77,915.00	66,548.93	14.5	
EMPLOYEE BENEFITS	46,900.00	873.03	98.1	46,900.00		46,900.00	29,481.94	37.1	
PUBLIC FACILITIES	80,500.00	0.00	100.0	80,500.00		80,500.00	54,814.33	31.9	
BOARDS AND COMMISSIONS	720.00	0.00	100.0	720.00		720.00	43.08	94.0	
COMMUNITY & ECONOMIC DEVLPMT	431,215.00	23,223.94	94.6	431,215.00		431,215.00	367,756.26	14.7	
TOTAL EXPENSES	13,307,652.95	1,428,500.72	89.2	13,512,065.00		13,512,065.00	11,969,417.33	11.4	
TOTAL FUND REVENUES	13,641,065.00	1,582,564.02	(88.3)	13,641,065.00		13,641,065.00	12,504,554.80	(8.3)	
TOTAL FUND EXPENSES	13,307,652.95	1,428,500.72	89.2	13,512,065.00		13,512,065.00	11,969,417.33	11.4	
SURPLUS (DEFICIT)	333,412.05	154,063.30	(53.7)	129,000.00		129,000.00	535,137.47	314.8	

FOR FUND: CAPITAL FUND
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES	4,183,930.00	519,223.73	(87.5)	4,183,930.00	4,183,930.00	4,121,844.51	(1.4)
PATROL	4,183,930.00	519,223.73	(87.5)	4,183,930.00	4,183,930.00	4,121,844.51	(1.4)
TOTAL REVENUES	4,183,930.00	519,223.73	(87.5)	4,183,930.00	4,183,930.00	4,121,844.51	(1.4)
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ADMINISTRATION	500.00	0.00	100.0	500.00	500.00	537.92	(7.5)
COMPUTER	33,500.00	0.00	100.0	33,500.00	33,500.00	17,150.41	48.8
CITY ASSESSOR	10,000.00	0.00	100.0	10,000.00	10,000.00	0.00	100.0
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY HALL	187,000.00	23,189.13	87.5	352,000.00	352,000.00	339,058.40	3.6
GENERAL EXPENDITURES	91,715.00	371,630.52	(305.2)	91,715.00	91,715.00	557,280.71	(507.6)
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL BOAT	4,583.34	0.00	100.0	55,000.00	55,000.00	7,511.99	86.3
PATROL	152,505.00	29,655.27	80.5	152,505.00	152,505.00	139,178.64	8.7
POLICE DEPT. / INVESTIGATIONS	7,000.00	0.00	100.0	7,000.00	7,000.00	6,998.00	0.0
FIRE DEPARTMENT	657,895.00	2,578.86	99.6	657,895.00	657,895.00	94,899.22	85.5
STORM SEWERS	0.00	15,368.05	100.0	0.00	0.00	15,756.05	100.0
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ROADWAYS/STREETS	1,842,015.00	185,012.98	89.9	1,842,015.00	1,842,015.00	1,224,944.43	33.4
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CURB/GUTTER/SIDEWALK	45,000.00	2,822.26	93.7	45,000.00	45,000.00	283,794.64	(530.6)
CITY GARAGE	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PARKS AND PLAYGROUNDS	783,500.00	275,685.00	64.8	783,500.00	783,500.00	436,435.63	44.2
BALLFIELDS	208.34	0.00	100.0	2,500.00	2,500.00	2,505.75	(0.2)
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
BEACHES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
MUNICIPAL DOCKS	60,000.00	0.00	100.0	60,000.00	60,000.00	39,331.25	34.4
WATER WEED MANAGEMENT	60,000.00	0.00	100.0	60,000.00	60,000.00	49,950.00	16.7
WATERFRONT PARKS & WALKWAYS	18,000.00	19,709.68	(9.4)	18,000.00	18,000.00	35,063.98	(94.7)
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PUBLIC FACILITIES	19,800.00	0.00	100.0	19,800.00	19,800.00	0.00	100.0
COMMUNITY & ECONOMIC DEVELPMT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	3,973,221.68	925,651.75	76.7	4,190,930.00	4,190,930.00	3,250,397.02	22.4
TOTAL FUND REVENUES	4,183,930.00	519,223.73	(87.5)	4,183,930.00	4,183,930.00	4,121,844.51	(1.4)
TOTAL FUND EXPENSES	3,973,221.68	925,651.75	76.7	4,190,930.00	4,190,930.00	3,250,397.02	22.4
SURPLUS (DEFICIT)	210,708.32	(406,428.02)	(292.8)	(7,000.00)	(7,000.00)	871,447.49	(2549.2)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: ARPA -AMERICAN RESCUE PLAN ACT
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
ARPA / GENERAL	38,977.01	275,254.57	606.1	467,724.00	467,724.00	276,002.60	(40.9)
TOTAL REVENUES	38,977.01	275,254.57	606.1	467,724.00	467,724.00	276,002.60	(40.9)
EXPENSES							
ARPA / GENERAL	77,944.84	275,000.00	(252.8)	935,338.00	935,338.00	275,000.00	70.5
TOTAL EXPENSES	77,944.84	275,000.00	(252.8)	935,338.00	935,338.00	275,000.00	70.5
TOTAL FUND REVENUES	38,977.01	275,254.57	606.1	467,724.00	467,724.00	276,002.60	(40.9)
TOTAL FUND EXPENSES	77,944.84	275,000.00	(252.8)	935,338.00	935,338.00	275,000.00	70.5
SURPLUS (DEFICIT)	(38,967.83)	254.57	(100.6)	(467,614.00)	(467,614.00)	1,002.60	(100.2)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	123,057.09	3,796.54	(96.9)	150,855.00	150,855.00	167,627.41	11.1
TOTAL REVENUES	123,057.09	3,796.54	(96.9)	150,855.00	150,855.00	167,627.41	11.1
EXPENSES							
CABLE TV / GENERAL	112,625.00	14,775.70	86.8	112,625.00	112,625.00	86,950.38	22.7
TOTAL EXPENSES	112,625.00	14,775.70	86.8	112,625.00	112,625.00	86,950.38	22.7
TOTAL FUND REVENUES	123,057.09	3,796.54	(96.9)	150,855.00	150,855.00	167,627.41	11.1
TOTAL FUND EXPENSES	112,625.00	14,775.70	86.8	112,625.00	112,625.00	86,950.38	22.7
SURPLUS (DEFICIT)	10,432.09	(10,979.16)	(205.2)	38,230.00	38,230.00	80,677.03	111.0

FOR FUND: TID #6 DISTRICT
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
TID #6 DISTRICT	0.00	3,425.22	100.0	0.00	0.00	81,721.22	100.0
TOTAL EXPENSES	0.00	3,425.22	100.0	0.00	0.00	81,721.22	100.0

FOR FUND: TID #7 DISTRICT
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
EXPENSES							
TID #7 DISTRICT	0.00	3,635.68	100.0	0.00	0.00	14,635.68	100.0
TOTAL EXPENSES	0.00	3,635.68	100.0	0.00	0.00	14,635.68	100.0

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #8 DISTRICT
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	FISCAL		VARI- ANCE	FISCAL		VARI- ANCE
	DECEMBER BUDGET	DECEMBER ACTUAL		YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	
REVENUES						
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.0
EXPENSES						
TOURISM COMMITTEE / GENERAL	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID DISTRICT #2	2,367,307.00	13,458.28	(99.4)	2,367,307.00	2,367,307.00	2,431,080.33	2.6
TOTAL REVENUES	2,367,307.00	13,458.28	(99.4)	2,367,307.00	2,367,307.00	2,431,080.33	2.6
EXPENSES							
TID DISTRICT #2	2,550,594.00	1,398.71	99.9	2,550,594.00	2,550,594.00	2,483,775.35	2.6
TOTAL EXPENSES	2,550,594.00	1,398.71	99.9	2,550,594.00	2,550,594.00	2,483,775.35	2.6
TOTAL FUND REVENUES	2,367,307.00	13,458.28	(99.4)	2,367,307.00	2,367,307.00	2,431,080.33	2.6
TOTAL FUND EXPENSES	2,550,594.00	1,398.71	99.9	2,550,594.00	2,550,594.00	2,483,775.35	2.6
SURPLUS (DEFICIT)	(183,287.00)	12,059.57	(106.5)	(183,287.00)	(183,287.00)	(52,695.02)	(71.2)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: AFFORDABLE HOUSING TID
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER	DECEMBER	%	FISCAL	ANNUAL	FISCAL	%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	BUDGET	YEAR-TO-DATE ACTUAL	
REVENUES							
TID #1 DISTRICT	891,917.00	0.55	(99.9)	891,917.00	891,917.00	895,238.26	0.3
TOTAL REVENUES	891,917.00	0.55	(99.9)	891,917.00	891,917.00	895,238.26	0.3
EXPENSES							
TID #1 DISTRICT	1,345,808.00	414.21	99.9	1,345,808.00	1,345,808.00	1,349,058.14	(0.2)
TOTAL EXPENSES	1,345,808.00	414.21	99.9	1,345,808.00	1,345,808.00	1,349,058.14	(0.2)
TOTAL FUND REVENUES	891,917.00	0.55	(99.9)	891,917.00	891,917.00	895,238.26	0.3
TOTAL FUND EXPENSES	1,345,808.00	414.21	99.9	1,345,808.00	1,345,808.00	1,349,058.14	(0.2)
SURPLUS (DEFICIT)	(453,891.00)	(413.66)	(99.9)	(453,891.00)	(453,891.00)	(453,819.88)	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	69,564.00	2,602.35	(96.2)	69,564.00	69,564.00	81,242.77	16.7
TOTAL REVENUES	69,564.00	2,602.35	(96.2)	69,564.00	69,564.00	81,242.77	16.7
EXPENSES							
TID #3 DISTRICT	120,474.00	1,284.29	98.9	120,474.00	120,474.00	115,624.29	4.0
TOTAL EXPENSES	120,474.00	1,284.29	98.9	120,474.00	120,474.00	115,624.29	4.0
TOTAL FUND REVENUES	69,564.00	2,602.35	(96.2)	69,564.00	69,564.00	81,242.77	16.7
TOTAL FUND EXPENSES	120,474.00	1,284.29	98.9	120,474.00	120,474.00	115,624.29	4.0
SURPLUS (DEFICIT)	(50,910.00)	1,318.06	(102.5)	(50,910.00)	(50,910.00)	(34,381.52)	(32.4)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	%	FISCAL YEAR-TO-DATE BUDGET	FISCAL ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES							
TID #4 DISTRICT	577,496.00	2,538.44	(99.5)	695,746.00	695,746.00	603,418.84	(13.2)
TOTAL REVENUES	577,496.00	2,538.44	(99.5)	695,746.00	695,746.00	603,418.84	(13.2)
EXPENSES							
TID #4 DISTRICT	1,374,474.68	28,800.44	97.9	1,434,432.00	1,434,432.00	536,084.28	62.6
TOTAL EXPENSES	1,374,474.68	28,800.44	97.9	1,434,432.00	1,434,432.00	536,084.28	62.6
TOTAL FUND REVENUES	577,496.00	2,538.44	(99.5)	695,746.00	695,746.00	603,418.84	(13.2)
TOTAL FUND EXPENSES	1,374,474.68	28,800.44	97.9	1,434,432.00	1,434,432.00	536,084.28	62.6
SURPLUS (DEFICIT)	(796,978.68)	(26,262.00)	(96.7)	(738,686.00)	(738,686.00)	67,334.56	(109.1)

FOR FUND: TID #5 DISTRICT
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	%	FISCAL	FISCAL	FISCAL	%
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
TID #5 DISTRICT	81,276.36	4,562.80	94.3	975,316.00	975,316.00	192,460.80	80.2
TOTAL EXPENSES	81,276.36	4,562.80	94.3	975,316.00	975,316.00	192,460.80	80.2

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	%	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
SOLID WASTE ENTERPRISE FUND	595,735.84	53,189.56	(91.0)	603,445.00	603,445.00	603,106.05	0.0
TOTAL REVENUES	595,735.84	53,189.56	(91.0)	603,445.00	603,445.00	603,106.05	0.0
EXPENSES							
SOLID WASTE ENTERPRISE FUND	551,635.85	197,120.18	64.2	575,900.00	575,900.00	591,726.27	(2.7)
TOTAL EXPENSES	551,635.85	197,120.18	64.2	575,900.00	575,900.00	591,726.27	(2.7)
TOTAL FUND REVENUES	595,735.84	53,189.56	(91.0)	603,445.00	603,445.00	603,106.05	0.0
TOTAL FUND EXPENSES	551,635.85	197,120.18	64.2	575,900.00	575,900.00	591,726.27	(2.7)
SURPLUS (DEFICIT)	44,099.99	(143,930.62)	(426.3)	27,545.00	27,545.00	11,379.78	(58.6)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: COMPOST SITE ENTERPRISE FUND
 FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES							
COMPOST SITE ENTERPRISE FUND	20,136.69	12,837.93	(36.2)	131,640.00	131,640.00	158,340.50	20.2
TOTAL REVENUES	20,136.69	12,837.93	(36.2)	131,640.00	131,640.00	158,340.50	20.2
EXPENSES							
COMPOST SITE ENTERPRISE FUND	8,824.22	6,812.99	22.7	105,890.00	105,890.00	83,079.21	21.5
TOTAL EXPENSES	8,824.22	6,812.99	22.7	105,890.00	105,890.00	83,079.21	21.5
TOTAL FUND REVENUES	20,136.69	12,837.93	(36.2)	131,640.00	131,640.00	158,340.50	20.2
TOTAL FUND EXPENSES	8,824.22	6,812.99	22.7	105,890.00	105,890.00	83,079.21	21.5
SURPLUS (DEFICIT)	11,312.47	6,024.94	(46.7)	25,750.00	25,750.00	75,261.29	192.2

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS
FOR 12 PERIODS ENDING DECEMBER 31, 2022

DEPARTMENT DESCRIPTION	DECEMBER BUDGET	DECEMBER ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
TOTAL MUNICIPAL REVENUES	22,509,185.63	2,465,465.97	(89.0)	23,203,193.00	23,203,193.00	21,842,456.07	(5.8)
TOTAL MUNICIPAL EXPENSES	23,504,531.58	2,891,382.69	87.6	25,859,372.00	25,859,372.00	21,029,929.97	18.6
SURPLUS (DEFICIT)	(995,345.95)	(425,916.72)	(57.2)	(2,656,179.00)	(2,656,179.00)	812,526.10	(130.5)

FEBRUARY 2023 BANK RECONCILIATION**CHECKING ACCOUNTS**

GENERAL FUND		ARPA	
NICOLET		NICOLET	
PRIOR G/L BALANCE	10,503,337.55	661,470.09	
REVENUE	3,628,476.76	253.71	
DISBURSEMENTS	7,039,449.32	0.00	
AMOUNT IN TRANSIT	24,494.76	0.00	
ADJUSTMENTS	59,843.91	0.00	
ENDING BALANCE	7,127,714.14	661,723.80	

INVESTMENT ACCOUNTS

GENERAL/CAPITAL FUND	
INVESTMENTS	
	1,479,429.27
	2,169.14
	2,167.66
	0.00
	0.00
	1,479,430.75

BANK BALANCE	7,233,319.77	661,723.80
LESS OUTS, CHECKS	105,605.63	0.00
	7,127,714.14	661,723.80

	1,479,430.75
	0.00
	1,479,430.75

SAVINGS ACCOUNTS

GENERAL FUND		CAPITAL PROJECTS		CAPITAL PROJECTS DEBT		TIF #3 CONSTRUCTION		TIF #3 DEBT		TIF #5 DEBT SVC	
STATE - #2		STATE - #13		STATE - #15		STATE - #14		STATE - #08		STATE - #4	
PRIOR G/L BALANCE	4,682,850.54	1,918,094.07	157,954.48	6,245.93	755,010.41	0.00					
REVENUE	863,121.94	5,868.85	550.34	20.55	56,016.01	6,797.94					
DISBURSEMENTS	1,727,358.06	817,777.38	0.00	809.29	0.00	0.00					
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00					
ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00					
ENDING BALANCE	3,818,614.42	1,106,185.54	158,504.82	5,457.19	811,026.42	6,797.94					
	3,818,614.42	1,106,185.54	158,504.82	5,457.19	811,026.42	6,797.94					

AFFORDABLE HOUSING		TIF #2		TIF #2 DEBT 98A&B		TIF #2 AMENDED AREA		TIF #2 AMENDED AREA		TIF #4 DEBT SVC		TIF #4 CONSTRUCTION	
TID		STATE - #3		STATE - #10		STATE - #06		STATE - #7		STATE - #12		STATE - #01	
PRIOR G/L BALANCE	0.00	12,666.99	3,697,452.34	56,838.05	50,548.34	6,217.06	734,928.71						
REVENUE	580,342.78	43.50	968,565.18	196.59	147,703.69	89,438.13	6,036.29						
DISBURSEMENTS	0.00	432.37	180.50	966.34	106,790.08	0.00	26,066.94						
AMOUNT IN TRANSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
ADJUSTMENTS	(872.13)	0.00	809.29	0.00	0.00	0.00	0.00						
ENDING BALANCE	579,470.65	12,280.12	4,666,646.31	56,068.30	91,461.95	95,655.19	714,898.06						
	579,470.65	12,280.12	4,666,646.31	56,068.30	91,461.95	95,655.19	714,898.06						

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CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

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FOR FUND: GENERAL FUND
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

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DEPARTMENT DESCRIPTION	FEBRUARY		%	FISCAL		%
	BUDGET	ACTUAL		YEAR-TO-DATE BUDGET	ANNUAL BUDGET	
REVENUES	14,873,810.00	2,818,803.23	(81.0)	14,873,810.00	14,873,810.00	6,556,658.11
GENERAL FUND						
TOTAL REVENUES	14,873,810.00	2,818,803.23	(81.0)	14,873,810.00	14,873,810.00	6,556,658.11
EXPENSES						
GENERAL FUND	1,125,772.47	1,517.39	99.8	1,183,034.94	1,755,660.00	2,882.78
MAYOR	16,675.00	1,022.68	93.8	16,675.00	16,675.00	2,045.36
CITY COUNCIL	66,830.00	4,998.27	92.5	66,830.00	66,830.00	13,741.61
LAW/LEGAL	90,000.00	1,885.00	97.9	90,000.00	90,000.00	1,885.00
CITY CLERK-TREASURER	527,455.00	83,450.45	84.1	527,455.00	527,455.00	123,819.49
ADMINISTRATION	214,220.00	17,410.16	91.8	214,220.00	214,220.00	32,689.49
COMPUTER	201,450.00	10,770.37	94.6	201,450.00	201,450.00	56,510.67
CITY ASSESSOR	81,416.66	6,979.73	91.4	81,433.32	81,600.00	15,734.84
BOARD OF REVIEW	1,520.00	0.00	100.0	1,520.00	1,520.00	0.00
BUILDING/ZONING CODE ENFORCEMENT	113,580.00	9,224.27	91.8	113,580.00	113,580.00	9,224.27
MUNICIPAL SERVICES ADMIN.	269,175.00	20,656.15	92.3	269,175.00	269,175.00	37,846.31
PUBLIC WORKS ADMINISTRATION	249,720.00	20,620.54	91.7	249,720.00	249,720.00	39,005.88
ELECTIONS DEPARTMENT	16,840.00	0.00	100.0	16,840.00	16,840.00	0.00
CITY HALL	215,400.00	19,492.90	90.9	215,400.00	215,400.00	26,217.73
INSURANCE	317,140.00	23,475.00	92.5	317,140.00	317,140.00	106,226.00
GENERAL EXPENDITURES	1,918,140.00	5,380.58	99.7	1,918,140.00	1,918,140.00	(14,185.20)
POLICE DEPARTMENT	657,430.00	50,359.81	92.3	657,430.00	657,430.00	95,526.31
PATROL BOAT	17,385.00	0.00	100.0	17,385.00	17,385.00	0.00
PARKING ENFORCEMENT	0.00	0.00	0.0	0.00	0.00	0.00
POLICE DEPARTMENT/PATROL	2,368,590.00	163,076.91	93.1	2,368,590.00	2,368,590.00	312,008.35
POLICE DEPT. / INVESTIGATIONS	171,790.00	19,632.66	88.5	171,790.00	171,790.00	28,169.10
FIRE DEPARTMENT	2,215,760.00	186,520.14	91.5	2,215,760.00	2,215,760.00	345,646.37
STORM SEWERS	36,470.00	1,011.46	97.2	36,470.00	36,470.00	1,100.71
LARGE ITEM PICKUP / LEAF COLL	56,330.00	0.00	100.0	56,330.00	56,330.00	0.00
COMPOST/SOLID WASTE SITE	0.00	0.00	0.0	0.00	0.00	0.00
STREET SWEEPING	44,280.00	6,002.25	86.4	44,280.00	44,280.00	6,002.25
WEED ABATEMENT	2,935.00	0.00	100.0	2,935.00	2,935.00	0.00
ROADWAYS/STREETS	290,415.00	31,910.49	89.0	290,415.00	290,415.00	55,400.30
SNOW REMOVAL	232,565.00	10,947.79	95.2	232,565.00	232,565.00	27,399.65
STREET SIGNS AND MARKINGS	32,400.00	1,827.19	94.3	32,400.00	32,400.00	2,108.19
CURB/GUTTER/SIDEWALK	37,505.00	506.45	98.6	37,505.00	37,505.00	562.05
STREET MACHINERY	231,150.00	20,005.68	91.3	231,150.00	231,150.00	25,947.10
CITY GARAGE	82,620.00	9,277.68	88.7	82,620.00	82,620.00	10,087.50
CELEBRATION & ENTERTAINMENT	40,950.00	119.76	99.7	40,950.00	40,950.00	151.00
HIGHWAYS - GENERAL	511,690.00	46,431.80	90.9	511,690.00	511,690.00	75,595.77
PARK & RECREATION ADMIN	119,880.00	8,448.36	92.9	119,880.00	119,880.00	13,504.84
PARKS AND PLAYGROUNDS	570,575.00	38,658.08	93.2	570,575.00	570,575.00	59,242.38
BALLFIELDS	21,275.00	0.00	100.0	21,275.00	21,275.00	0.00

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CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: GENERAL FUND
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
EXPENSES							
ICE RINKS	18,605.00	4,096.82	77.9	18,605.00	18,605.00	5,632.36	69.7
BEACHES	3,670.00	0.00	100.0	3,670.00	3,670.00	0.00	100.0
MUNICIPAL DOCKS	47,780.00	1,664.20	96.5	47,780.00	47,780.00	1,664.20	96.5
WATER WEED MANAGEMENT	154,405.00	4,925.95	96.8	154,405.00	154,405.00	7,330.87	95.2
WATERFRONT PARKS & WALKWAYS	88,930.00	8,019.10	90.9	88,930.00	88,930.00	10,815.57	87.8
EMPLOYEE BENEFITS	46,520.00	1,290.96	97.2	46,520.00	46,520.00	5,569.83	88.0
PUBLIC FACILITIES	59,400.00	13,841.53	76.6	59,400.00	59,400.00	13,841.53	76.6
BOARDS AND COMMISSIONS	1,220.00	0.00	100.0	1,220.00	1,220.00	53.85	95.5
COMMUNITY & ECONOMIC DEVELOPM	448,880.00	30,420.67	93.2	448,880.00	448,880.00	53,526.01	88.0
TOTAL EXPENSES	14,036,739.13	885,879.23	93.6	14,094,018.26	14,666,810.00	1,610,550.32	89.0
TOTAL FUND REVENUES	14,873,810.00	2,818,803.23	(81.0)	14,873,810.00	14,873,810.00	6,556,658.11	(55.9)
TOTAL FUND EXPENSES	14,036,739.13	885,879.23	93.6	14,094,018.26	14,666,810.00	1,610,550.32	89.0
SURPLUS (DEFICIT)	837,070.87	1,932,924.00	130.9	779,791.74	207,000.00	4,946,107.79	2289.4

FOR FUND: CAPITAL FUND
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	VARI- ANCE
REVENUES	4,297,483.00	120,060.91	(97.2)	4,297,483.00	4,297,483.00	269,008.62	(93.7)
PATROL							
TOTAL REVENUES	4,297,483.00	120,060.91	(97.2)	4,297,483.00	4,297,483.00	269,008.62	(93.7)
EXPENSES							
CITY CLERK-TREASURER	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ADMINISTRATION	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMPUTER	37,000.00	0.00	100.0	37,000.00	37,000.00	0.00	100.0
CITY ASSESSOR	10,000.00	0.00	100.0	10,000.00	10,000.00	0.00	100.0
MUNICIPAL SERVICES ADMIN.	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ELECTIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY HALL	110,000.00	7,570.76	93.1	110,000.00	110,000.00	7,570.76	93.1
GENERAL EXPENDITURES	174,250.00	36,902.00	78.8	174,250.00	174,250.00	36,902.00	78.8
POLICE DEPARTMENT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PATROL BOAT	4,043.33	0.00	100.0	8,086.66	48,520.00	42,379.00	12.6
PATROL	305,105.00	32,933.77	89.2	305,105.00	305,105.00	32,933.77	89.2
POLICE DEPT. / INVESTIGATIONS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
FIRE DEPARTMENT	611,210.00	10,151.87	98.3	611,210.00	611,210.00	168,719.52	72.3
STORM SEWERS	150,000.00	0.00	100.0	150,000.00	150,000.00	0.00	100.0
SOLID WASTE MGMT/REFUSE/RECYC	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SOLID WASTE MGMT/SPRING/FALL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ROADWAYS/STREETS	1,893,698.00	5,265.66	99.7	1,893,698.00	1,893,698.00	5,265.66	99.7
SNOW REMOVAL	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CURB/GUTTER/SIDEWALK	0.00	0.00	0.0	0.00	0.00	0.00	0.0
CITY GARAGE	45,000.00	0.00	100.0	45,000.00	45,000.00	0.00	100.0
PARKS AND PLAYGROUNDS	275,000.00	2,534.00	99.0	275,000.00	275,000.00	2,534.00	99.0
BALLFIELDS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
ICE RINKS	0.00	0.00	0.0	0.00	0.00	0.00	0.0
BEACHES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
MUNICIPAL DOCKS	130,000.00	0.00	100.0	130,000.00	130,000.00	0.00	100.0
WATER WEED MANAGEMENT	505,500.00	3,563.00	99.2	505,500.00	505,500.00	3,563.00	99.2
WATERFRONT PARKS & WALKWAYS	10,000.00	0.00	100.0	10,000.00	10,000.00	0.00	100.0
SANITARY & WATER MAIN	0.00	0.00	0.0	0.00	0.00	0.00	0.0
PUBLIC FACILITIES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
COMMUNITY & ECONOMIC DEVLPMT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	4,260,806.33	98,921.06	97.6	4,264,849.66	4,305,283.00	299,867.71	93.0
TOTAL FUND REVENUES	4,297,483.00	120,060.91	(97.2)	4,297,483.00	4,297,483.00	269,008.62	(93.7)
TOTAL FUND EXPENSES	4,260,806.33	98,921.06	97.6	4,264,849.66	4,305,283.00	299,867.71	93.0
SURPLUS (DEFICIT)	36,676.67	21,139.85	(42.3)	32,633.34	(7,800.00)	(30,859.09)	295.6

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: ARPA -AMERICAN RESCUE PLAN ACT
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
ARPA / GENERAL	66.66	253.71	280.6	133.32	800.00	543.54	(32.0)
TOTAL REVENUES	66.66	253.71	280.6	133.32	800.00	543.54	(32.0)
EXPENSES							
ARPA / GENERAL	78,064.75	0.00	100.0	156,129.50	936,777.00	0.00	100.0
TOTAL EXPENSES	78,064.75	0.00	100.0	156,129.50	936,777.00	0.00	100.0
TOTAL FUND REVENUES	66.66	253.71	280.6	133.32	800.00	543.54	(32.0)
TOTAL FUND EXPENSES	78,064.75	0.00	100.0	156,129.50	936,777.00	0.00	100.0
SURPLUS (DEFICIT)	(77,998.09)	253.71	(100.3)	(155,996.18)	(935,977.00)	543.54	(100.0)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: CABLE TV
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
CABLE TV / GENERAL	132,527.08	34,304.84	(74.1)	135,054.16	160,325.00	34,304.84	(78.6)
TOTAL REVENUES	132,527.08	34,304.84	(74.1)	135,054.16	160,325.00	34,304.84	(78.6)
EXPENSES							
CABLE TV / GENERAL	175,025.00	5,480.69	96.8	175,025.00	175,025.00	10,923.07	93.7
TOTAL EXPENSES	175,025.00	5,480.69	96.8	175,025.00	175,025.00	10,923.07	93.7
TOTAL FUND REVENUES	132,527.08	34,304.84	(74.1)	135,054.16	160,325.00	34,304.84	(78.6)
TOTAL FUND EXPENSES	175,025.00	5,480.69	96.8	175,025.00	175,025.00	10,923.07	93.7
SURPLUS (DEFICIT)	(42,497.92)	28,824.15	(167.8)	(39,970.84)	(14,700.00)	23,381.77	(259.0)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #6 DISTRICT
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #6 DISTRICT	614,180.00	0.00	100.0	614,180.00	614,180.00	0.00	100.0
TOTAL REVENUES	614,180.00	0.00	100.0	614,180.00	614,180.00	0.00	100.0
EXPENSES							
TID #6 DISTRICT	545,895.84	0.00	100.0	546,791.68	555,750.00	0.00	100.0
TOTAL EXPENSES	545,895.84	0.00	100.0	546,791.68	555,750.00	0.00	100.0
TOTAL FUND REVENUES	614,180.00	0.00	100.0	614,180.00	614,180.00	0.00	100.0
TOTAL FUND EXPENSES	545,895.84	0.00	100.0	546,791.68	555,750.00	0.00	100.0
SURPLUS (DEFICIT)	68,284.16	0.00	100.0	67,388.32	58,430.00	0.00	100.0

FOR FUND: TID #7 DISTRICT
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #7 DISTRICT	561,750.00	0.00	100.0	561,750.00	561,750.00	0.00	100.0
TOTAL REVENUES	561,750.00	0.00	100.0	561,750.00	561,750.00	0.00	100.0
EXPENSES							
TID #7 DISTRICT	533,416.67	0.00	100.0	535,083.34	551,750.00	0.00	100.0
TOTAL EXPENSES	533,416.67	0.00	100.0	535,083.34	551,750.00	0.00	100.0
TOTAL FUND REVENUES	561,750.00	0.00	100.0	561,750.00	561,750.00	0.00	100.0
TOTAL FUND EXPENSES	533,416.67	0.00	100.0	535,083.34	551,750.00	0.00	100.0
SURPLUS (DEFICIT)	28,333.33	0.00	100.0	26,666.66	10,000.00	0.00	100.0

FOR FUND: TID #8 DISTRICT
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
EXPENSES							
TID #8 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #2 DISTRICT
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID DISTRICT #2	1,447,876.00	491,624.18	(66.0)	1,447,876.00	1,447,876.00	1,023,571.43	(29.3)
TOTAL REVENUES	1,447,876.00	491,624.18	(66.0)	1,447,876.00	1,447,876.00	1,023,571.43	(29.3)
EXPENSES							
TID DISTRICT #2	1,455,578.91	323.00	99.9	1,455,636.82	1,456,216.00	323.00	99.9
TOTAL EXPENSES	1,455,578.91	323.00	99.9	1,455,636.82	1,456,216.00	323.00	99.9
TOTAL FUND REVENUES	1,447,876.00	491,624.18	(66.0)	1,447,876.00	1,447,876.00	1,023,571.43	(29.3)
TOTAL FUND EXPENSES	1,455,578.91	323.00	99.9	1,455,636.82	1,456,216.00	323.00	99.9
SURPLUS (DEFICIT)	(7,702.91)	491,301.18	(6478.1)	(7,760.82)	(8,340.00)	1,023,248.43	(2369.1)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: AFFORDABLE HOUSING TID
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #1 DISTRICT	857,511.00	283,712.80	(66.9)	857,511.00	857,511.00	580,342.78	(32.3)
TOTAL REVENUES	857,511.00	283,712.80	(66.9)	857,511.00	857,511.00	580,342.78	(32.3)
EXPENSES							
TID #1 DISTRICT	857,511.00	0.00	100.0	857,511.00	857,511.00	0.00	100.0
TOTAL EXPENSES	857,511.00	0.00	100.0	857,511.00	857,511.00	0.00	100.0
TOTAL FUND REVENUES	857,511.00	283,712.80	(66.9)	857,511.00	857,511.00	580,342.78	(32.3)
TOTAL FUND EXPENSES	857,511.00	0.00	100.0	857,511.00	857,511.00	0.00	100.0
SURPLUS (DEFICIT)	0.00	283,712.80	100.0	0.00	0.00	580,342.78	100.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #3 DISTRICT
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #3 DISTRICT	82,884.00	28,749.72	(65.3)	82,884.00	82,884.00	58,783.03	(29.0)
TOTAL REVENUES	82,884.00	28,749.72	(65.3)	82,884.00	82,884.00	58,783.03	(29.0)
EXPENSES							
TID #3 DISTRICT	117,584.00	0.00	100.0	117,584.00	117,584.00	0.00	100.0
TOTAL EXPENSES	117,584.00	0.00	100.0	117,584.00	117,584.00	0.00	100.0
TOTAL FUND REVENUES	82,884.00	28,749.72	(65.3)	82,884.00	82,884.00	58,783.03	(29.0)
TOTAL FUND EXPENSES	117,584.00	0.00	100.0	117,584.00	117,584.00	0.00	100.0
SURPLUS (DEFICIT)	(34,700.00)	28,749.72	(182.8)	(34,700.00)	(34,700.00)	58,783.03	(269.4)

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #4 DISTRICT
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
TID #4 DISTRICT	420,592.00	49,771.08	(88.1)	437,842.00	610,342.00	98,148.89	(83.9)
TOTAL REVENUES	420,592.00	49,771.08	(88.1)	437,842.00	610,342.00	98,148.89	(83.9)
EXPENSES							
TID #4 DISTRICT	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TID #4 DISTRICT	1,098,484.57	0.00	100.0	1,103,824.14	1,157,220.00	96,276.20	91.6
TOTAL EXPENSES	1,098,484.57	0.00	100.0	1,103,824.14	1,157,220.00	96,276.20	91.6
TOTAL FUND REVENUES	420,592.00	49,771.08	(88.1)	437,842.00	610,342.00	98,148.89	(83.9)
TOTAL FUND EXPENSES	1,098,484.57	0.00	100.0	1,103,824.14	1,157,220.00	96,276.20	91.6
SURPLUS (DEFICIT)	(677,892.57)	49,771.08	(107.3)	(665,982.14)	(546,878.00)	1,872.69	(100.3)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: TID #5 DISTRICT
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY		% VARI-ANCE	FISCAL YEAR-TO-DATE		% VARI-ANCE
	BUDGET	ACTUAL		BUDGET	ACTUAL	
REVENUES						
TID #5 DISTRICT	850,408.00	3,323.32	(99.6)	850,408.00	850,408.00	(99.2)
TOTAL REVENUES	850,408.00	3,323.32	(99.6)	850,408.00	850,408.00	(99.2)
EXPENSES						
TID #5 DISTRICT	765,446.00	0.00	100.0	765,446.00	765,446.00	100.0
TOTAL EXPENSES	765,446.00	0.00	100.0	765,446.00	765,446.00	100.0
TOTAL FUND REVENUES	850,408.00	3,323.32	(99.6)	850,408.00	850,408.00	(99.2)
TOTAL FUND EXPENSES	765,446.00	0.00	100.0	765,446.00	765,446.00	100.0
SURPLUS (DEFICIT)	84,962.00	3,323.32	(96.0)	84,962.00	84,962.00	(91.9)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: REVOLVING LOAN FUND (STATE)
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	%	FISCAL	ANNUAL	FISCAL	%
REVENUES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
EXPENSES							
REVOLVING LOAN FUND (STATE)	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND REVENUES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
TOTAL FUND EXPENSES	0.00	0.00	0.0	0.00	0.00	0.00	0.0
SURPLUS (DEFICIT)	0.00	0.00	0.0	0.00	0.00	0.00	0.0

CITY OF STURGEON BAY
 SUMMARIZED REVENUE & EXPENSE REPORT

FOR FUND: SOLID WASTE ENTERPRISE
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	%	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	%
REVENUES							
SOLID WASTE ENTERPRISE FUND	615,276.25	48,857.38	(92.0)	616,057.50	623,870.00	95,952.71	(84.6)
TOTAL REVENUES	615,276.25	48,857.38	(92.0)	616,057.50	623,870.00	95,952.71	(84.6)
EXPENSES							
SOLID WASTE ENTERPRISE FUND	631,342.89	40,062.43	93.6	637,095.78	694,625.00	52,085.41	92.5
TOTAL EXPENSES	631,342.89	40,062.43	93.6	637,095.78	694,625.00	52,085.41	92.5
TOTAL FUND REVENUES	615,276.25	48,857.38	(92.0)	616,057.50	623,870.00	95,952.71	(84.6)
TOTAL FUND EXPENSES	631,342.89	40,062.43	93.6	637,095.78	694,625.00	52,085.41	92.5
SURPLUS (DEFICIT)	(16,066.64)	8,794.95	(154.7)	(21,038.28)	(70,755.00)	43,867.30	(161.9)

FOR FUND: COMPOST SITE ENTERPRISE FUND
 FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	% VARI- ANCE	FISCAL YEAR-TO-DATE BUDGET	ANNUAL BUDGET	FISCAL YEAR-TO-DATE ACTUAL	% VARI- ANCE
REVENUES							
COMPOST SITE ENTERPRISE FUND	22,456.64	12,880.95	(42.6)	34,913.28	159,480.00	25,207.87	(84.1)
TOTAL REVENUES	22,456.64	12,880.95	(42.6)	34,913.28	159,480.00	25,207.87	(84.1)
EXPENSES							
COMPOST SITE ENTERPRISE FUND	8,670.34	2,696.40	68.9	17,340.68	104,045.00	4,686.94	95.4
TOTAL EXPENSES	8,670.34	2,696.40	68.9	17,340.68	104,045.00	4,686.94	95.4
TOTAL FUND REVENUES	22,456.64	12,880.95	(42.6)	34,913.28	159,480.00	25,207.87	(84.1)
TOTAL FUND EXPENSES	8,670.34	2,696.40	68.9	17,340.68	104,045.00	4,686.94	95.4
SURPLUS (DEFICIT)	13,786.30	10,184.55	(26.1)	17,572.60	55,435.00	20,520.93	(62.9)

CITY OF STURGEON BAY
SUMMARIZED REVENUE & EXPENSE REPORT

MUNICIPAL REPORT TOTALS
FOR 2 PERIODS ENDING FEBRUARY 28, 2023

DEPARTMENT DESCRIPTION	FEBRUARY BUDGET	FEBRUARY ACTUAL	VARI- ANCE	FISCAL		FISCAL	
				YEAR-TO-DATE BUDGET	ANNUAL BUDGET	YEAR-TO-DATE ACTUAL	VARI- ANCE
TOTAL MUNICIPAL REVENUES	24,776,820.63	3,892,342.12	(84.2)	24,809,902.26	25,140,719.00	8,749,319.76	(65.1)
TOTAL MUNICIPAL EXPENSES	24,564,565.43	1,033,362.81	95.7	24,726,335.86	26,344,042.00	2,074,712.65	92.1
SURPLUS (DEFICIT)	212,255.20	2,858,979.31	1246.9	83,566.40	(1,203,323.00)	6,674,607.11	(654.6)

BEVERAGE OPERATOR LICENSES

1. Berka, Thomas Scott

CLASS B BEER LICENSE

2 Brews, LLC
DBA: Wickman's 2 Brews
154 South 3rd Avenue
Sturgeon Bay, WI 54235
Agent: Steven J. Wickman
April 1, 2023 – June 30, 2023

Bradley Lake Ad. Hoc. Committee
2023

Co-Chairs:

Alders Gary Nault and Helen Bacon

Staff members:

Josh VanLieshout

Mike Barker

Chad Shefchik

Citizen members:

Nicholas (Nick) Haus:

Nick is a Project Manager for D.E. Shaw Renewable Investments, a renewable energy company that develops, owns, and operates utility-scale solar, wind, and battery storage projects through the U.S. Currently, Nick is managing the Crawfish River, Onion River and Badger State utility solar projects in Wisconsin. His previous experience includes dredged material utilization, mineland reclamation, wetland mitigation banking, and permitting of major commercial and industrial projects. Nick is a soil and environmental scientist by training, with degrees from Virginia Tech. He lives in Sturgeon Bay with his wife and four sons.

Nicholas (Nick) Lutzke:

Nick has served as the Land and Facilities Manager for the Crossroads at Big Creek in Sturgeon Bay for the past four years. At present, he is three years in to a comprehensive multi-year ecological restoration with budget of hundreds of thousands of dollars. The restoration includes planting thousands of trees, shrubs, and corms, and the removal of non-native plants. In addition, Nick conducts biotic indexing. He has been a resident of Sturgeon Bay for four years.

Consultant members:

Peter (Pete) Hurth:

Pete is a Civil Engineer and works with Stantec (formerly Baudhuin Surveying & Engineering) in Sturgeon Bay. During his 28-year career, he has designed subdivisions, stormwater management systems, grading plans, roads, and sewer, water, and large on-site wastewater systems. Pete lives in the Town of Sevastopol and owns several investment properties in the City of Sturgeon Bay. He regularly works with Sturgeon Bay's City Engineer and Director of Community Development.

Skyler Witalison:

Skyler is a Door County native and graduate of Sevastopol High School and UW-Stevens Point. After graduation, 15-years of life and work endeavors took him to Arizona, followed by Eau Claire and Green Bay, WI. In 2016, he returned to Door County with his family and now lives in Fish Creek. For the past three years, Skyler has worked as an engineer for Stantec (formerly Baudhuin Surveying & Engineering) in Sturgeon Bay. He works primarily with private land development and local municipality public works projects. He serves as the Town Engineer for Baileys Harbor, and as Consultant Engineer for Jacksonport, Union, Ephraim, Sister Bay, and Gibraltar.

NOTICE OF PUBLIC HEARING

The City of Sturgeon Bay Common Council will hold a public hearing in the Council Chambers, 421 Michigan Street, Sturgeon Bay, Wisconsin on Tuesday, March 21, 2023 at 6:00 p.m. or shortly thereafter, regarding a proposed amendment to the Sturgeon Bay Zoning Code, which is Chapter 20 of the Municipal Code. The amendment to section 20.27(2) creates a minimum floor area for efficiency (studio) apartment units of 450 square feet in all zoning districts where multiple-family dwellings are allowed.

The proposed amendment and related information is on file with the Community Development Department and can be viewed at City Hall, 421 Michigan Street, weekdays between 8:00 a.m. and 4:30 p.m. Or, visit the city website at www.sturgeonbaywi.org. The public is invited to attend the hearing and give testimony in favor or against the proposed text amendments either in person at the hearing or in writing.

By order of:

City of Sturgeon Bay Common Council



230 E. Vine Street
P.O. Box 27
Sturgeon Bay, WI 54235-0027

Phone: 920.746.2820
Fax: 920.746.2822
sbunet.com

Office Hours:
Monday-Friday
7:30am-4:30pm

Shared strength through WPPI Energy

Date: March 21, 2023

To: Sturgeon Bay City Council

From: Jeff Hoffman/Jim Stawicki

Re: Resolution Regarding Principal Forgiven Financial Assistance Agreement

Sturgeon Bay Utilities and the Wisconsin Department of Natural Resources (WDNR) recognize the importance of replacing private galvanized or iron alloy water service lines associated with the City's water distribution system.

The City of Sturgeon Bay has been selected by the DNR to receive funding for a \$250,000 principal forgiveness loan for the 2023 construction season. These funds will be used to assist homeowners in replacing their privately-owned sections of galvanized or iron alloy water laterals at no cost to them. Under this program, we hope to replace up to 50 private water services in 2023.

On January 4, 2022 the Sturgeon Bay Common Council approved a resolution to designate Sturgeon Bay's Water-Wastewater Utility Manager as an authorized representative to manage the 2022 private side water lateral replacement program. This initial resolution also authorizes the utility manager to initiate the various WDNR project submittals and approvals associated with this year's project.

The additional resolution (attached) required by the WDNR outlines the final project approval stages with a "Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement" (i.e., how SBU will be reimbursed for our costs to administer this program). SBU is seeking the Council's approval to allow the Mayor and City Clerk to sign this resolution. Thank you for your consideration of this request.

CITY OF STURGEON BAY

Resolution

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the City of Sturgeon Bay (the "Municipality") wishes to undertake a project to replace private galvanized service lines that are currently or have previously been downstream of lead components, or lead goosenecks at residences, pre k -12 schools and licensed and/or certified daycare centers, identified as DNR No. 5557-99 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$250,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City/Village Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

David J. Ward Ph.D - Mayor

Attest: _____
Stephanie L. Reinhardt - City
Clerk/Human Resources Director

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF STURGEON BAY

\$250,000 With \$250,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of April 12, 2023

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 15281
Safe Drinking Water Loan Program Project No. 5557-99

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated April 12, 2023, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Sturgeon Bay, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated January 6, 2022, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Sturgeon Bay, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project Nos. 5557-02 and 5557-99 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or June 30, 2023, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$250,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch. 145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$250,000 with Principal Forgiveness of \$250,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than July 28, 2023, and such request for disbursement shall only include Project costs incurred on or before June 30, 2023.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

(a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

(b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced and the material of the new service lines.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921
- (c) City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF STURGEON BAY

By: _____
David J. Ward Ph.D
Mayor

Attest: _____
Stephanie L. Reinhardt
Clerk/Human Resources Director

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF STURGEON BAY
SDWLP Project No. 5557-99

	Total Eligible Project Costs under 5557-02	Additional Project Costs included under 5557-99	Total LSL Principal Forgiveness Amount under 5557-02 & 5557-99
Force Account	\$0	\$0	\$0
Engineering	\$0	\$0	\$0
Construction/Equipment	\$750,000	\$250,000	\$1,000,000
Contingency	\$0	\$0	\$0
Miscellaneous Costs	\$0	\$0	\$0
TOTAL	\$750,000	\$250,000	\$1,000,000

EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF STURGEON BAY
SDWLP Project No. 5557-99

1. Project Description: This FAA constitutes an amendment to the funding provided under project number 5557-02, described below, providing an additional \$250,000 which is expected to fund an estimated 50 additional LSL replacements. Sturgeon Bay will continue to use the prequalified list previously established and the City will continue to pay the plumber/contractor directly on the homeowner's behalf.

The City of Sturgeon Bay was a participant in the 2017 Private LSL Replacement Program. Sturgeon Bay is using a prequalified list that was developed in 2017 by issuing a Request for Qualifications (RFQ). The Municipality is covering 100% of the replacement cost. Homeowners will contract directly with the plumber/contractor on the prequalified list for replacement of their private LSLs and the City will pay the plumber/contractor directly on their behalf. An estimated 150 private LSLs will be replaced under this program.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. Ineligible Costs: No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- The curb stop, or any other components of the utility side of the service line;
- Costs for engineering or administration unless the recipient's population is 3,300 or less.

3. DBE Good Faith Effort: Sturgeon Bay was a participant in the 2017 Private LSL Replacement Program and is continuing to use the same prequalified list of contractors. The RFQ met the Disadvantaged Business Enterprise (DBE) solicitation requirements when it was published in the Door County Advocate in March of 2021.

4. Davis-Bacon Wage Rate Requirements: For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business;
- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: An Environmental Assessment was completed for the Project area and resulted in a Categorical Exclusion. Standard requirements and recommendations for erosion control guidance and invasive species guidance were included in the approval. The project also received archaeological/historical clearance as no issues were identified.
6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced and the material of the new service lines.
7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, July 28, 2023. This is the submittal deadline for disbursements that will be made on August 9, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, June 30, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after July 28, 2023. If a Request for Disbursement for costs incurred on or before June 30, 2023 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

EXHIBIT C
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial¹ lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

Lead Service Line Replacement Requirements under the LCRR

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)² served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)³ with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

¹ In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

² In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

³ If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.

RECOMMENDATION

TO THE HONORABLE MAYOR AND COMMON COUNCIL:

We, the Finance/Purchasing & Building Committee, hereby recommend to write off the following 2021 delinquent personal property tax account bills in the amount of \$69.90.

Write-off list

<u>Tax Account #</u>	<u>Name</u>	<u>Proposed Write-off</u>
<u>Amount</u>		
281-1221	Madison Ave Tattoo, LLC	\$ 21.91
281-1285	Lepack Jostsons, Inc	\$ 37.20
281-1454	Cut Hut	\$ 1.14
281-1600	Ascension at Home	<u>\$ 9.65</u>
Total		\$69.90

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 28, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.

EXECUTIVE SUMMARY

TITLE: Write-off 2021 Delinquent Personal Property taxes

BACKGROUND: In November of 2004 the City adopted a Billing/Accounts Receivable Policy which includes provisions for write-offs. Per the policy, accounts considered for writing-off are those that cannot be collected under any of the following circumstances:

- 1) The party owing the City money cannot be located.
- 2) The party owing the City money has filed bankruptcy (all pertinent claims will be filed by the city in the cases of bankruptcy)
- 3) The expense of collecting the delinquent funds owed to the City exceeds the amount of the delinquency. Per the City Attorney a cut off of \$250 should be used.

Following is a list detailing the delinquent Personal Property Tax accounts for which I am proposing to write-off. The delinquent personal property tax accounts received several collection notices in 2022.

<u>Write-off List</u>		<u>Proposed</u>
<u>Account #</u>	<u>Name</u>	<u>Write-off Amt</u>
281-1221	Madison Ave Tatoo, LLC	\$ 21.91
281-1285	Lepack-Jostsons, Inc	\$ 37.20
281-1454	Cut Hut	\$ 1.14
281-1600	Ascension at Home	\$ 9.65
	Total	\$ 69.90

The proposed delinquent personal property tax write-off in the amount of \$69.90 is strictly the City's liability as per statute. Where Wisconsin statute allows, the City will chargeback uncollected personal property taxes to the pertinent taxing jurisdictions (county, school, technical college).

FISCAL IMPACT: The fiscal impact to the City for writing off the above listed delinquent personal property tax accounts is \$69.90.

OPTIONS:

- 1) Write-off the delinquent personal property accounts as detailed above.
- 2) Leave the above listed delinquent personal property tax accounts open and on the City's books.

RECOMMENDATION:

Recommend to the Common Council to write-off \$69.90 in 2021 delinquent personal property taxes as per the above listing.

PREPARED BY:

Valerie J. Clarizio
Valerie J. Clarizio
Finance Director/City Treasurer

2/28/23
Date

REVIEWED BY:

Josh VanLieshout
Josh VanLieshout
City Administrator

2/28/23
Date

02/28/23

Personal Property Chargebacks for 2021 Taxes Uncollectible In 2022												
Name	Chargeback State of Wisconsin	Chargebacks County of Door	Chargebacks City of Sturgeon Bay	Chargebacks Sturgeon Bay School District	Chargebacks Sevastopol School District	Chargebacks Southern Door School District	Chargebacks NWTC	Total Chargebacks per Owner	Ceased Operations (CO) Bankruptcy (B) Removed from next Assmt Roll (R)	Action Chargeback & Write-off	Payment Date	Reimbursed to Taxing Jurisdictions
281-1221 Madison Ave Tattoo LLC	0.00	7.84	21.91	23.32			1.62	54.69	R	Write-off		
281-1285 Lepack-Jostsons Inc	0.00	5.33	14.91	15.86			1.10	37.20		Write-off		
281-1454 Cut Hut	0.00	0.16	0.46	0.49			0.03	1.14		Write-off		
281-1600 Ascension at Home	0.00	3.45	9.65	10.26			0.71	24.07	R	Chargeback & Write-off - Duplicate Bill		
Total Delinquent amounts	0.00	16.78	46.92	49.93	0.00	0.00	3.46	117.10				

RECOMMENDATION**TO THE HONORABLE MAYOR AND COMMON COUNCIL:**

We, the Finance/Purchasing & Building Committee, hereby recommend to approve the site lease request from US Cellar for a new cell tower at Big Hill park.

Respectfully submitted,

FINANCE/PURCHASING & BUILDING
COMMITTEE

By: Helen Bacon, Chairperson

RESOLVED, that the foregoing recommendation be adopted.

Dated: February 28, 2023

Introduced by _____.

Moved by Alderperson _____ seconded by

Alderperson _____ that said recommendation be adopted.

Passed by the Council on the _____ day of _____, 2023.



City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
jvanlieshout@sturgeonbaywi.org

Joshua J. Van Lieshout
City Administrator

920-746-6905 (Voice)
920-746-2905 (Fax)

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: US Cellular Tower Site Lease Request-Big Hill

Date: February 24, 2023

Item: US Cellular Tower Site Lease Request-Big Hill

Issue: US Cellular is searching for a location for a new tower. They requested a site owned by the City of Sturgeon Bay next to the water utility facilities on top of Big Hill. U.S. Cellular needs approval of a lease or an easement. This matter previously came before the Committee and the Council. At the August 19, Common Council meeting the Council tabled the matter, awaiting additional information regarding the possibility of collocating public safety equipment on the proposed antenna tower structure. The Finance Committee and Council need to review and act on the proposal.

Discussion: Stevens Hill (aka Big Hill) is the highest point in the central part of the City. Thus, a tower located there can be built shorter than other places while still provided the needed coverage. Cell phone companies often like to partner with local governments, particularly if facilities can be placed on elevated water storage tanks (water towers). The County and Sturgeon Bay Utilities already have lease arrangements in place for the existing water tower at this site and others.

The proposed site is located adjacent to the existing water storage tanks and ancillary equipment. The proposed use will occupy about 3,600 square feet, be about 170 feet tall, about the same height as the antenna already located atop the elevated water tank (water tower). Because the overall height is less than 200 feet, it will not be illuminated. While much of Big Hill Park is protected by a restrictive covenant, the area proposed by US Cellular is outside the restricted area.

The site itself is somewhat isolated, the nearest home is 250 feet from the tower. Given the wooded nature and number of mature trees, the visual impact is expected to be similar to the view today.

In April of 2022, the Parks and Recreation Board reviewed the initial proposal and did not believe the proposed cell tower would cause harm to the park functions and voted unanimously to approve the lease area in concept.

In examining the proposal from a regulatory perspective, the City's Communication Towers Ordinance, which conforms to State laws, makes it difficult for the City to reject a specific site or direct a company to certain locations. Should the site at Big Hill not be approved, US Cellular could try to find a site on

adjoining land and build the tower. Should this happen, the City could very well end up with the same visual aesthetic, but not the lease and sublease revenue or the public safety communication colocation benefits.

Fiscal Impacts and Lease Highlights:

- 50-year lease to occupy space in Big Hill Park
- Base rental rate of \$16,200 per year, increased by 12% every 5 years. Total lease value in today's dollars of \$1,421,448. Their initial offer was \$7,500 per year, increased every 10% every 5 years with a total value \$597,663
- Sublease revenue sharing, 25% of sublease revenues retained by the City.
- By separate agreement US Cellular will allow co-location of necessary public safety and operations equipment without fee or charge.
- Other terms and conditions as presented the draft of November 7, 2022 (attached).

Options:

1. Recommend approval to the Common Council.
2. Deny the request.
3. Direct further negotiation

Site Name:

Site Number:

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between ~~Entity, a Entity Type, the City of Sturgeon Bay~~ having an address at ~~——, 421 Michigan Street,~~ hereinafter referred to as "Landlord," and ~~Entity, a Entity Type, having an address~~ U.S. Cellular, at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of ~~——, 191 N. 9th Avenue~~ located in the ~~City/Town/Village~~ City of ~~——, Sturgeon Bay,~~ County of ~~——, Door,~~ State of ~~——, Wisconsin~~ legally described in Exhibit "A" attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, ~~as set forth in subject to the terms and conditions of~~ this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. ~~Option to Lease.~~

1. Description of Premise and Term.

- a. Effective the date of this Agreement, Landlord hereby grants to Tenant ~~an option (the "Option") to a~~ lease from Landlord for the following described parcel (the "Leasehold Parcel"):

~~Approximate dimensions~~ Dimensions:

Approximate square footage:

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

- b. During the ~~Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined)~~ term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, and, with at least 24 hours' notice, to conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical

Site Name:

Site Number:

condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. ~~Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.~~

- e. ~~In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of _____ dollars (\$ _____ .00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional _____ dollars (\$ _____ .00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.~~
- d. ~~During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.~~
2. Grant of Easements. Subject to Landlord's prior review and final approval of the precise location and dimensions, Landlord hereby grants to Tenant an access easement thirty- (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels.
 - b. The right to improve an access road within the Access Easement Parcel,
 - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
 - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and

Site Name:

Site Number:

- (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and

The forgoing rights shall be subject to at least 5 business days prior notice and approval from the Landlord.

- e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel.
- e.f. ~~The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises."~~ Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.
- g. The Easements and any work associated with them shall not interfere with any existing or future utilities required by the Landlord.
- h. The Easements shall be revoked and terminated, at the option of the Landlord, all improvements removed if the Tower is decommissioned or if the Tenant defaults and fails to cure the default to the extent permitted herein.

3. Use of the Premises. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Tenant shall be entitled to use the Premises ~~to~~ construct, operate, modify as necessary, and maintain thereon the Leasehold Parcel a 180 foot monopole communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all -- hereinafter Tower) and necessary lines, anchors, connections, devices, legally required signage and transmission and reception equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage including one or more equipment buildings, back-up power devices and a security fence (collectively, the "Improvements"); The construction drawings and complete equipment list constituting the Improvements are found in the attached Exhibit "C". The Tenant shall also be allowed to use the Easement Parcels, as an access road and for utility service; Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.

- a. Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week so long as the Leasehold parcel is fenced and locked. Landlord shall, in addition to all other access permitted in this agreement have unfettered access to address what the Landlord believes is a safety emergency on the premises.
- b. Tenant's transmissions and receptions shall not impair or interfere with the use of the of transmission and reception facilities located at and on the proximate water tower. If any such interference occurs as determined by the Landlord, upon notice the Tenant shall take immediate action to repair. During any such repair the reception or transmission equipment may be required to be temporarily relocated at Tenant's cost until the interference is abated to the satisfaction of the Landlord.

Site Name:

Site Number:

Tenant shall require non-interference provisions for any leases issued for communication facilities to be placed on the Tower.

- c. The Improvements shall be reviewed and approved by the Landlord prior to commencement of construction. Any addition to the Improvements, including the collocation of transmission or reception equipment shall be subject to prior approval by the Landlord. In no case shall diesel-powered generators be permitted and any necessary power generators shall be muffled.
- d. Any and all upgrades, replacements or additional equipment beyond that submitted in Exhibit "C" or subsequently approved by Landlord, shall be subject to prior review and written approval by Landlord.
4. Term of Lease. ~~In the event Tenant, in Tenant's sole discretion, exercises the Option,~~ The initial Lease term will be five (5) years (the "Initial Term"), commencing ~~upon on~~ (the Commencement Date) and terminating at midnight on the day ~~in~~ which of the fifth (5th) anniversary of the Commencement Date ~~falls~~.
5. Option to Renew/Renewal. The Initial Term of this Lease shall automatically extend for up to ~~twenty (20)~~ five (5) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. After the 5th Renewal Term the Lease shall continue upon a continuation of all the same provisions hereof except that the Landlord may terminate this Lease upon 6 months written notice. The Tenancy may so continue for 3 more Renewal Terms unless otherwise terminated and shall terminate 45 years after the Commencement Date without notice of either party.
6. Option/Indemnity to Terminate. ~~Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Survive Termination Date").~~ The Indemnification obligations of ~~each party contained in Section 12~~ Tenant and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Rent/Collocation Fees.
7. a. Rent. Tenant shall pay Rent to Landlord in the amount of ~~One-thousand~~ three hundred fifty and 00/100 dollars ~~(\$1,350.00)~~ per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

Site Name:

Site Number:

- b. Collocation Fees. In addition to the rental payment stated herein, the Tenant shall pay to Landlord 25% of any rent or location fee charged to any 3rd parties for locating on the Tower (Collocation Fees). The payment to Landlord of Collocation Fees shall be made to Landlord on the same schedule as the rental or fee is collected by the Tenant. Duly authorized officers and agents of the Landlord shall be allowed to review all location agreements executed by Tenant for the Tower.
- c. Professional Fees. Tenant shall pay all professional fees, including consultant, attorneys and engineering fees incurred by Landlord in the review and preparation of this Lease. Such fees shall be presented to Tenant and paid in full before the construction of the Improvements may begin.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as may be renewed and extended, the Rent shall be increased by twelve (12%) percent over the previous term's Rent. by the percentage of increase or decrease of the cost of living index as calculated by the Bureau of Labor Statistics for the Midwest region for the preceding year.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.
10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. ~~Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to that may be levied against the premises. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements.~~

U. S. Cellular
Attention: *[Insert Site Number]*
P.O. Box 31369
Chicago, IL 60631-0369

~~In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's~~

Site Name:

Site Number:

~~Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.~~

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, ~~including, maintenance of the access road only to the extent needed for use by for four wheel drive vehicles, and if applicable, snow removal if Tenant has exclusive control over its access road and easements and shall keep the improvements and easements in a safe and well-maintained state and in a neat and orderly appearance.~~ Tenant may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises, and subject to prior notice and approval by Landlord. Landlord will maintain the areas surrounding Tenant's Premises. ~~Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties as it would similarly situated park land.~~

12. Mutual Indemnification.

f. ~~To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from~~

~~(i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or~~

~~(ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.~~

g. ~~To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from~~

~~(iii) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or~~

12. Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors. Indemnification. The Tenant shall be liable to and hereby agrees to indemnify, defend and hold harmless the Landlord, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Landlord or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Tenant and/or

Site Name:

Site Number:

Tenant's subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the Landlord, its officers, officials, agents, or its employees.

(iv)

13.—Insurance.

a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of ~~One~~Three Million and No/100 Dollars (\$~~13~~,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of ~~One~~Three Million and No/100 Dollars (\$~~13~~,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of ~~One~~Three Million and No/100 Dollars (\$~~13~~,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance, naming he Landlord as an additional insured prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term. The commercial general liability policy shall also provide for indemnity coverage.

~~b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.~~

b. Limitation of Damages. Under no circumstances will the Landlord or its elected officials, officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to Tenant or any member, officer, employee, agent, attorney, insurer, surety or any successor or assign of any of the same for any indirect, incidental, consequential, exemplary or punitive damages. The Landlord reserves all rights to the immunity and damage limitations set forth in the Wisconsin Statutes, including in §893.80 thereof.

13. Events of Default. Tenant shall be in The occurrence of any one or more of the following events shall constitute a default of this Lease if ("Default") hereunder:

a. Failure to Pay. Tenant or Buyer fails to make a payment of rent pay any amounts due from it under this Agreement on or before the date when due and such failure continuesshall continue for fifteen (15)10 days afterfollowing notice thereof from Landlord notifiesto Tenant in writing of such failure. If Landlord or.

b. Other Failures under this Agreement. Tenant or Buyer fails to comply with any non-monetary provision of this Lease, the timely perform or observe any of its covenants or obligations (other party shall serve written notice of such failure upon

Site Name:

Site Number:

the defaulting party, whereupon a grace than payment obligations) under this Agreement, and such failure continues for 30 days following notice thereof from Landlord to Tenant (or such longer period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a time as is necessary to cure of such failure at its sole cost and expense. Such grace the default as long as (i) Tenant has commenced the cure of the default within the 30-day period shall automatically be extended for an additional thirty (30), (ii) Tenant is diligently pursuing the cure of the default, and (iii) the default is cured not later than 60 days, provided the defaulting party following the notice thereof from the Landlord);

- c. Insurance and Dangerous Conditions. Subsection b above notwithstanding, if the default is a failure to keep required insurance in force or results or threatens to result in imminent harm to persons or property, as determined by the Landlord in its sole discretion, the cure period will be two business days, during which time Tenant shall cease all operations upon the Property except, in the case of imminent harm, those operations dedicated to curing such condition;
- d. Untrue Representations and Warranties. Any representation or warranty made by Tenant or Owner in this Agreement, or any document or financial statement delivered by Tenant pursuant to this Agreement, was false in any material respect as of the time when made or given;
- e. Abandonment and Delay. Active and visible construction work of any portion or phase of the Project is not occurring for more than 30 consecutive days or a total of 90 days during the entire Project or any Building or if any portion of the Project is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;
- f. Insolvency. Tenant: (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a good faith showing general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Tenant files an answer to such a petition or application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after appointment; or (vi) adopts a plan of complete liquidation of its assets;

Site Name:

Site Number:

- g. Change in Control. The majority ownership of Tenant is conveyed voluntarily or involuntarily to someone other than Tenant;
- h. Cessation of Existence. Tenant dissolved or ceased to exist;
- i. Fraud and Other Illicit Behavior. Tenant or any person having an ownership interest of greater than 25% of Tenant is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that efforts toward a cure in the determination of the Landlord would threaten the reputation of Tenant or Tenant's ability to complete the Property according to the requirements of this Agreement or as anticipated; or
- j. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Tenant or any agreement providing security for such indebtedness.
- k. Decommissioning. Tenant ceases to use the tower for the purposes stated in this lease.
- l. Failure to Conform with Plans. Tenant does not conform with the approved plans set forth in Exhibits "B" and "C" or to gain approval for and follow the approved plans for any addition to the plans.

14. Remedies.

- a. Available Remedies. In addition to those remedies specifically provided in this Lease, upon the occurrence of any Default, without further notice, demand or action of any kind by the Landlord, the Landlord may pursue any or all of the rights and remedies available to the Landlord at law and/or in equity and/or under this Agreement against Tenant or Owner, including without limitation,
 - (i) Termination. Terminate this Agreement by written notice as permitted by the terms of this Lease;
 - (ii) Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the Landlord to Tenant, whether under this Lease or otherwise, an amount of damages reasonably estimated by the Landlord resulting from Tenant's breach;
 - (iii) Specific Performance. Sue for specific performance.
 - (iv) Sue for Damages. Sue for all damages caused by the Default; and/or
- b. Remedies Cumulative. All Landlord remedies are continuing-cumulative, i.e., no election by the Landlord of one remedy available to the Landlord will preclude the

Site Name:

Site Number:

Landlord from exercising any or all other remedies listed above or at law or in equity.

- c. No Waiver. No failure or delay on the part the Landlord in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the Landlord shall have no duty or obligation whatsoever with respect to any of the matters so authorized.
- d. Landlord's Right to Cure Default. In case of failure by Tenant or Owner to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the Landlord may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Tenant, and, in that event, the cost thereof shall be payable by Tenant to the Landlord upon demand.
- e. Interest. Any amount of money owed by one party to the other that is not paid when and as due shall accrue interest from the date due until the date paid at the rate of 12% per annum.
- 14.
15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party ~~without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee upon the prior written consent of Landlord.~~
17. Subleasing-/Collocation. Except as provided herein and subject to § 3.b above, Tenant shall have the ~~unreserved and unqualified~~ right to sublet or license all or any portion of the Premises Tower to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord

~~shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").~~

~~If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.~~

~~If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.~~

19. — a. Landlord or its appointee may locate three (3) sector mounts at the one-hundred-eighty-foot (180') height, three (3) 1 5/8-foot TX lines and 1 1/2 TX line and fifty (50) square foot of load antennas/TTAs (1) NW pipe mount at one-hundred-twenty feet (120') two (2) EW53 waveguides and a six (6') MW dish. Allowance shall be made for additional loading for future growth.

Site Name:

Site Number:

- b. The Landlord, or its assignee anticipates the need to locate a communications shelter proximate to the Leasehold Parcel. Tenant shall cooperate with any such construction.
 - c. Tenant shall, without fee or charge place and maintain the equipment allowed/required in a. and b. above, keeping it in a reasonable state of repair and operational.
18. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
- ~~20-19.~~ Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. ~~Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground Improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.~~ except those placed on the tower for the benefit of the Landlord (that will require prior notice and written approval). Tenant shall post and maintain a removal bond in a sum sufficient, as determined by the Landlord, to ensure the removal of the Improvements (including without limitation those at and below ground level) that may be called upon by the landlord to remove the Improvements upon uncured default, termination or expiration of this Lease.
- ~~21-20.~~ Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal ~~Term~~ Terms, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof except to enforce its rights under this lease, as long as Tenant is not in default under this Lease.
- ~~21.~~ 22.—Title, and Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; and that the Premises are served by legal access from a public way; ~~that Landlord is.~~ The duly authorized ~~and empowered~~ officers and employees of Landlord shall be entitled to enter ~~into this Lease;~~ and that remain on the person executing this Lease on behalf Premises at any time so long as such occupancy does not unreasonable interfere with Tenant's use and

Site Name:

Site Number:

occupation of the ~~Landlord warrants himself to be duly authorized to bind the Landlord hereto. Premises.~~

~~22.~~ 23. ~~Subordination and Non-Disturbance.~~ Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. ~~If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.~~

~~24.~~ Environmental Warranty. ~~Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.~~

~~25.~~23. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: [Local Entity]
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD: ~~City of Sturgeon Bay, attn. City Administrator~~
~~421 Michigan Street,~~
~~Sturgeon Bay, WI 54235~~
Phone: 920-746-2900

Site Name:

Site Number:

- 26-24. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
- 27-25. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
- 28-26. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located of Wisconsin.
- 29-27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 30-28. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
- 31-29. Modifications. This Lease may not be modified, except in writing signed by both parties.
- 32-30. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
- 33-31. Holdover. In the event If Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-~~tent~~twenty-five percent (~~110~~125%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease. If Landlord makes the 30 days notice under this provision, at the end of that 30 day period Tenant shall vacate the premises, removing all Improvements as provided in § 18 above.

Site Name:

Site Number:

- ~~34.32.~~ Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- ~~35.33.~~ Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
- ~~36.~~ Remedies. ~~The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.~~
- ~~37.34.~~ Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
- ~~38.35.~~ Non-Binding Until Full Execution/ Authority. Both parties agree that this Lease is not binding on either party until both parties execute the Lease. The parties represent that they are duly authorized and empowered to enter into this Lease and that the person executing this Lease on behalf of the party warrants themselves to be duly authorized to bind the party hereto.
- ~~39.36.~~ Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name:

Site Number:

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD:

TENANT:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

Site Name:

Site Number:

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (and) _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally)acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires _____

Site Name:

Site Number:

Exhibit A

Legal Descriptions

Site Name:

Site Number:

Exhibit B

Site Plan