CITY OF STURGEON BAY FINANCE/PURCHASING & BUILDING COMMITTEE TUESDAY, MAY 26, 2020

Council Chambers, City Hall - 421 Michigan Street 4:00pm

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Public comment on agenda items and other issues related to finance & purchasing.
- 4. Consideration of: Lease for Sarter Marine Towing Company
- 5. Convene in closed session in accordance with the following exemptions:

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

a. Consideration of: Lease for Sarter Marine Towing Company

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

- 6. Review bills.
- 7. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the Common Council may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of the Common Council does attend, this may constitute a meeting of the Common Council and is noticed as such, although the Common Council will not take any formal action at this meeting.

Posted:

Finance/Purchasing & Building Committee Members:

Date: 05/22/20

Helen Bacon, Chair

Time: 1:30 p.m.

Seth Wiederanders, Vice Chair

By: TM

Dan Williams

EXECUTIVE SUMMARY

Title: Lease for Sarter Maine Towing

Background: Sarter Marine Towing (previously Selvick Marine Towing) has leased a portion of the City's dock wall for many years. The current lease was approved 2009 and is no longer adequate due to proposed changes in location, on land facilities, and other issues.

Based upon previous direction from the Finance Committee and discussions with Julie Sarter, a new draft lease was prepared. Highlights of the proposed new lease include:

- 1. The length of dock wall to be leased matches the lease at 265 feet, but the location is shifted closer to the Oregon Street Bridge. This new location provides space for the proposed public overlook area as part of the promenade plan.
- 2. Dock improvements. Sarter desires upgrades of the existing mooring and utility facilities. These include additional mooring bollards, electrical pedestals, and water service. These facilities will be designed and installed as part of the promenade project. The lease calls for Sarter to repay the costs of these improvements via additional amortization payments.
- 3. Work space. The amount of work space running back from the dock wall is 40 feet. This matches the Finance Committee's prior recommendation and the latest plans for the promenade.
- 4. Fueling limitation. The lease limits the hours for fueling and servicing the vessels during the summer months.
- 5. Parking area. Two parking spaces will be provided for use by the lessee. No other vehicles shall be parked in the leased area.
- 6. Dumpster/storage area. To keep the dock wall area looking clean, outdoor storage is prohibited except in an area enclosed by fencing including dumpster area. This will be constructed as part of the promenade project and amortized by the lease payments.
- 7. Signage. The lease allows for Sarter to erect a sign at the entrance driveway from Maple Street, but no larger than 12 square feet.
- 8. Term. The initial term is 10 years, which also matches the amortization period for the new improvements. There is a 5-year renewal term as well.

The City and Sarter still need to agree upon the base lease amount. Currently, the annual lease payment is about \$13,300 and goes up at the rate of the CPI. Because of the premier location of the leased dock area, it is valuable and could be leased to other users such as pleasure craft. But the tugboats also play a vital role for the city's largest employee – Fincantieri Bay Shipbuilding.

Fiscal Impact: It is anticipated that the base lease payments will go into the general fund. The impact will depend upon the final agreed upon annual amount. The extra lease payment to amortize the dock improvements will go to TID#4 since that district is expected to cover those initial costs.

Recommendation: Approve the lease and establish the base lease amount. It is noted that the final amount may need to be negotiated with Sarter.

	Martin Olejniczak Community Development Director	5/21/2020 Date
Reviewed by:	Valerie Clarizio Finance Director	Date
Reviewed by:	Josh Van Lieshout City Administrator	Date

LEASE, INCLUDING LAKEBED SUBLEASE

This Lease, Including Lakebed Sublease (this "Lease") is dated effective the day of, 2020 (the "Effective Date") between CITY OF STURGEON BAY, a Wisconsin municipality ("Lessor") and SARTER MARINE TOWING COMPANY, INC., a Wisconsin corporation ("Lessee"). Each of Lessor and Lessee may be referred to herein as a "Party," and together as the "Parties."
RECITALS:
This Lease is entered into upon the basis of the following facts, understandings and intentions of the Parties:
A. Lessor has record title to a parcel of real estate, located at E. Maple Street, Tax Parcel No (the "Leased Property"). A map of the Leased Property is attached hereto and marked Exhibit "A." [LEGAL DESCRIPTION?]
B. The Leased Property is currently in part located below the ordinary water mark as currently established. That part of the Leased Property that is under the ordinary high water mark is delineated in on the attached Exhibit A (the "Subleased Property"). The Subleased Property all lies within the Leased Property.
C. As such, the Subleased Property is under the jurisdiction of the State of Wisconsin Department of Natural Resources (the " DNR ").
D. On, 2020, Lessor entered into a Lakebed Lease with the DNR (the "Lakebed Lease"), by which the DNR leased to Lessor the Subleased Property. A copy of the Lakebed Lease is attached hereto and marked Exhibit "B."
E. Lessee, then known as Selvick Marine Towing Corp., and Lessor are parties to a certain Lease dated July 31, 2009 (the "Replaced Lease"), by which Lessee leased from Lessor certain dockage space for the purpose of mooring Lessee owned vessels, use of dock appurtenances such as bollards and utility connections (generally "Dockage Rights"). The Replaced Lease does not include all of the Property, but was, instead, limited to the occupancy and use of 265 feet of steel sheet piling waterfront dock space as more particularly described in the Replaced Lease.

F. The Parties desire to enter into this Lease to set forth their respective rights and obligations as to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. <u>Grant of Lease</u>. Lessor hereby leases and, as to the Subleased Property, subleases, to Lessee and Lessee leases from Lessor, the Leased Property on the terms set forth in this Lease. The use of the Subleased Property is subject to the terms of this Lease as well as the Lakebed Lease.

(a) Dock Wall and Work Area. The Leased Property shall include 265 feet of dock wall and adjoining 40 feet of work area as follows:

A tract of land located in the NE 1/4 of Section 7, T. 27 N., R. 26 E., City of Sturgeon Bay, Door County, Wisconsin, bounded and described as follows:

Commencing at the intersection point of the east line of Neenah Avenue and the north line of Maple Street, thence N 89°59'38" W 91.60 feet along the north line of Maple Street; thence along the northerly right-of-way line of the Maple-Oregon bridge corridor as follows: N 85°03'44" E 49.68 feet, N 69°31'57" E 80.99 feet, and N 46°00'22" E 231.87 feet, thence S46°34'18"E 21.44 feet to the point of beginning, thence on a reverse bearing N 46°34'18" W 265.00 feet, thence N 43°25'42" E 40 feet more or less to the intersection with the front face of the steel dock wall, thence southeasterly along said front face of the steel dock wall 265 feet more or less to the intersection with a line extended N 43°25'42" E from the point of beginning, thence S 43°25'42" W 40 feet more or less to the point of beginning.

- (b) Storage Area. The Leased Property shall be agreed upon by Lessor and Lessee after the execution of this Lease, at which time Exhibit A will be modified to depict the parking and storage area.
- 2. <u>"AS, IS Lease</u>. The Leased Property is leased to Lessee "as is, where is, with no representations or warranties. Lessee is very familiar with the Leased Property and, in entering into this Lease, is not relying on any information provided or that could be provided by Lessor regarding the nature or condition of the Leased Property.
- Lease, Lessor, at its initial expense, shall have installed improvements serving the Leased Property. The type of improvements may include, but are not limited to, bollards, fenders and other mooring facilities; sanitary sewer, water, and electrical lines; utility pedestals for electric and water service; two parking spaces as described in paragraph 7 below; and a storage area/dumpster pad (the "Lessor Improvements"). Lessor shall consult with Lessee regarding the need, location and nature of the Lessor Improvements, which shall be jointly determined by Lessor and Lessee, but Lessor shall have sole control over the nature, location and means and methods of constructing the Lessor Improvements. The cost of the Lessor Improvements shall be included in the Rent and shall be amortized consistent with paragraph 10(b).
- 4. <u>Non-Exclusive Lease</u>. With the exception of the Dockage Rights and any structures Lessor may allow Lessee to maintain on the Leased Property, the Leased Property is leased to Lessee on a non-exclusive basis. Without limitation, Lessor will be constructing and maintaining a walking and biking path running parallel to the shoreline with the boundaries of the Leased Property (the "Path").

- 5. <u>Use</u>. The Leased Property shall be used by Lessee only for the following activities:
 - (a) The mooring of tugboats that are owned or leased by Lessee. Other vessels, including but not limited to, barges, commercial fishing vessels, charter fishing boats, ferries, and freighters shall not be moored to the leased dock wall except by written permission from the Lessor. The moored tugboats shall not extend beyond the limits of the leased dock wall described in paragraph 1(a), but mooring lines may extend to the nearest bollard beyond those limits, if necessary to safely secure the vessels to the dock wall.
 - (b) Minor maintenance of vessels, provided, no dry-dock type maintenance to any vessel will take place.
 - (c) Storage of equipment and materials used in the ordinary course of Lessee's marine towing business, provided no storage shall be maintained other than in a building as may be allowed by Lessor (but Lessor shall have no obligation to allow any such building) or within an area protected by fencing, the location and fencing of which must first be reviewed and in all respects be acceptable to Lessor in Lessor's discretion.

Lessee's use of the Leased Property shall comply with all applicable federal, state, and local statutes, laws, regulations and codes, including, without limitation, all environmental laws. Lessee shall not interfere with the use of the Leased Property by any persons who are allowed to use the same, including, without limitation, (i) members of the public using the Path and (ii) Lessor and its agents and contractors in the construction and maintenance of the Path.

- 6. <u>Fueling and Servicing of Vessels</u>. Between the hours of 10:00 AM and 9:00 PM during the months of May through October, Lessee shall not fuel or perform other servicing activities that require fuel trucks, septic trucks or similar commercial vehicles entering the Leased Property. All connections must have means of drip/spill containment place beneath them. Any spill must be reported to the Director of Municipal Services within 12 hours and the U. S. Coast Guard if required. The cleaning of any spill or leak on the boulevard is the responsibility of the Lessee.
- 7. Parking. Lessee may use two parking spaces to be designated on the attached Exhibit A. Except within the two designated spaces, employee vehicles and vehicles accessory to Lessee's operations shall not be parked or stored on the Leased Property. Lessee may park not more than one lift-type tractor in one of the designated parking spaces. Nothing in this paragraph shall prohibit temporary parking within the Leased Property for the purposes of picking up and dropping off deliveries to Lessee.
- 8. Access. Lessor shall provide to Lessee driveway access from an adjoining City street to the Leased Property. The location, width, and construction material of the access driveway shall be at the discretion of the Lessor, but shall be sufficient to allow safe ingress and egress of the vehicles typically used in the servicing of the tugboats. The location, width and construction material of the access driveway may be altered by the Lessor, provided continual

access to the Leased Property is maintained, except during any periods of construction or maintenance of such driveway.

- 9. <u>Signs</u>. The Lessee may erect/install one sign identification sign near the driveway entrance to the Leased Property. The sign shall be subject to Sturgeon Bay Sign Code and shall not exceed 12 square feet. The lessee may also erect/install operational and security signs within the Leased Property provided such signs do not exceed 2 square feet.
- 10. Term. The Term of this Lease shall commence on _______, 2020 and shall continue until midnight on _______, 2030 (the "Term"), provided, however, that, if neither Lessor nor Lessee has given notice of an intention to terminate this Lease within 120 days of the scheduled termination date and Lessee is then and until the scheduled termination date in strict compliance with the terms of this Lease, the Term shall be extended for one, five-year renewal term. Reference to the "Term" shall include the renewal term, unless the context indicates otherwise. The foregoing notwithstanding, upon termination of the Lakebed Lease, this Lease will terminate. Lessor shall endeavor to give Lessee any notice of termination of the Lakebed Lease as soon after Lessor receives the same as practical.
- 11. <u>Rent</u>. The rent for the Leased Property shall consist of Base Rent, as defined below, and amortization of the Lessor Improvements.
- (a) Base Rent. Lessor shall pay to Lessee when and as due annual base rent in the amount of \$______ ("Base Rent"), payable in advance in semi-annual installments, the first such installment, prorated as appropriate, due upon the execution of this Lease and subsequent installments due on or before July 1 and January 1 of each year. Each year, Base Rent shall be subject to adjustment, based on the Consumer Price Index (W) ("CPI") for the preceding 12 months, ending 30 of the preceding year. For example, Base Rent for the year beginning July 1, 2021 will be based on the increase or decrease in CPI as of September 30, 2020. Lessor shall credit to Lessee against the initial installment of Base Rent any payment made in advance by Lessee to Lessor under the Replaced Lease that covers a period after termination of the Replacement Lease. Except for such credit, all payments of Base Rent shall be due and payable absolutely, without offset, counterclaim, recoupment or other charge.
- (b) Amortization of Lessor Improvement. Lessor shall pay to Lessee the cost of Lessor Improvements in equal semi-annual installments over a 10-year period, such installments to coincide with the Base Rent payments. The first installment shall be paid at the time of the next semi-annual Base Rent due after the completion of the Lessor Improvements.
- 12. Taxes. Lessee shall pay when and as due all real estate, personal property and other taxes assessed against the Leased Property, Lessee's personal property and Lessee's income as well as all assessments levied against the Leased Property. To the extent the Leased Property constitutes only a part of property having a single tax parcel, Lessee shall pay a prorated share of all real estate based on the relation of the square footage the land constituting the Leased Property bears to the square footage of the land constituting the entire tax parcel property, plus the full tax assessed on the improvements upon the Leased Property. Lessee shall not be deemed to be in violation of this paragraph if Lessee fails to pay a tax when and as due, as long as such failure is based on a bona fide dispute over such tax, Lessee promptly and diligently

pursues resolution of the dispute and Lessee has deposited with Lessor either a sum equal to 150% of the amount of the tax claimed due or security satisfactory to Lessor in Lessor's sole discretion.

- 13. <u>Utilities</u>. Lessee shall pay when and as due all charges for utilities, including, but not limited to, fuel, electricity, telephone, cable, water, sewerage and gas used upon or serving the Leased Property. All utilities shall be maintained in the name of Lessee. Upon request of Lessor, Lessee shall promptly provide Lessor with proof of payment of utility charges.
- Maintenance. Lessee shall maintain in good condition and repair, or replace as 14. necessary, the Leased Property and the improvements thereon and shall reimburse Lessor for all repairs thereto that are made necessary as a result of Lessee's failure to do so and any misuse or neglect by Lessee or any of its employees, contractors, agents, customers or guests. Lessor may periodically inspect the Leased Property as Lessor determines appropriate. If Lessee fails to perform any maintenance or repair within 30 days after written notice from Lessor, Lessor may perform such maintenance or repair and invoice Lessee for the cost thereof plus 10% of such cost. The cost of such maintenance shall be payable by Lessee as additional Rent. Lessee shall provide Lessor and its contractors with such access to the Leased Property as is required in connection with the maintenance of the Leased Property. Lessee shall not do any remodeling, maintenance or mechanical repairs (other than minor mechanical repairs handled by service calls) without first notifying Lessor that such work will need to be done, and obtaining Lessor's approval to the contractors Lessee proposes to do such work, provided. When the work is completed, Lessee shall notify Lessor of its completion. Lessor may inspect the work for compliance with any applicable codes, or require Lessee to have the work inspected. Lessee shall not allow any lien to attach to the Leased Property.
- 15. Alterations. Lessee shall not make any alterations to the Leased Property without the consent of Lessor, which may be withheld in Lessor's reasonable discretion. Any alterations that are approved by Lessor shall be performed by contractors who have been preapproved by Lessor and who, before commencement of any work upon the Leased Property, shall have provided Lessor with adequate proof of general liability, professional liability and worker compensation insurance in amounts satisfactory to Lessor, in Lessor's discretion, which shall name Lessee and Lessor as additional insureds. All alterations shall be made to industry standards and shall comply with all applicable laws, codes and regulations. All alterations made by Lessee shall become the property of Lessor upon the termination of this Lease, unless Lessor elects not to accept the same, in which case, they shall be removed as set forth in paragraph 23 below.
- 16. <u>Insurance</u>. During the Term, Lessee shall keep in full force and effect, at its expense: (a) a policy of commercial general liability insurance covering the Leased Property and the building, with a combined single limit of not less than \$2,000,000; and (b) an all-risk/special cause of loss insurance policy insuring the Lessee's fixtures, equipment, furniture and other items of personal property of Lessee located on or within the Leased Property, in an amount not less than their full replacement cost, together with business interruption insurance, and worker compensation insurance in amounts as required by statute. All policies of liability and casualty

insurance to be carried by Lessee shall name Lessor as additional insured parties and shall be in form and substance reasonably satisfactory to Lessor. A copy of the paid-up policies evidencing such insurance or certificates of insurers certifying to the issuance of such policies shall be delivered to Lessor prior to the Commencement Date and upon renewals not fewer than 30 days prior to the expiration of such coverage.

17. Indemnification of Lessor.

- General Indemnification. Lessor shall not be liable, and Lessee shall indemnify, save, hold harmless, and defend Lessor and its directors, officers, employees, agents, insurers and attorneys and their respective successors and assigns (each a "Lessor Indemnified Party, " and, cumulatively, the "Lessor Indemnified Parties") for any loss, injury, death, or damage to persons or property occurring or caused by any act, omission, negligence, or intentional misconduct of Lessee relating the use or occupancy of the Leased Property, the easement granted herein or presence upon the Leased Property of Lessee or any occupant, subtenant, visitor, contractor, consultant or user of any portion of the Leased Property's upon the Leased Property at the request or with the permission of Lessee, or results from or is caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above (except to the extent caused by the breach of this Lease, negligence or intentional misconduct of Lessor or its employees, invitees, agents or subcontractors) and Lessee shall indemnify, hold harmless and defend the Lessor Indemnified Parties against all claims, liability, loss, damage or expense whatsoever (including reasonable attorneys' fees) on account of any such loss, injury, death, or damage. . This indemnification shall survive the expiration or earlier termination of this Lease as provided in this Lease.
- (b) <u>Hazardous Materials Indemnification</u>. The use of Hazardous Materials on the Leased Property and any ways of access to the Leased Property by Lessee or anyone upon the Leased Property at the request of Lessee shall be governed by the Development Agreement, including Lessee's obligation to indemnify, hold harmless and defend Lessor from any losses arising out of Lessee's violation its obligation to abide by all Environmental Laws, as defined in the Development Agreement.

(c) <u>Indemnification Procedures.</u>

- (i) In the case of claims made by a third party (a "Third Party Claim") with respect to which indemnification is sought, the Lessor Indemnified Party, whether one or more, shall give prompt notice to Lessee of any such Third Party Claim made upon it. If the Lessor Indemnified Party fails to give such notice, such failure shall not preclude the Lessor Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay materially prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.
- (ii) <u>Assumption of Defense</u>. Unless (i) Lessor is also a party to such Third Party Claim and the Lessor Indemnified Party determines that joint representation would be inappropriate, or (ii) the Lessee fails to provide reasonable assurance to the Lessor Indemnified Party of Lessee's financial capacity, Lessee shall defend such Third Party Claim and

provide indemnification with respect to such Third Party Claim), by notice to the Lessor Indemnified Party given not later than ten (10) days after receipt of the notice to assume the control of the defense, compromise or settlement of the Third Party Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided Lessee acknowledges in writing its obligation to (i) not settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Lessor Indemnified Party without the prior written consent of the Lessor Indemnified Party, which consent shall not be unreasonably withheld and (ii) indemnify the Lessor Indemnified Party in accordance with the terms contained in this section in respect of the Third Party Claim.

- (iii) <u>Pursuit of Defense/Cooperation/Legal Fees</u>. Upon the assumption of control of any Third Party Claim by Lessee as set out in subsection 2 above, Lessee shall diligently proceed with the defense, compromise or settlement of the Third Party Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Lessor Indemnified Party and, in connection therewith, the Lessor Indemnified Party shall cooperate fully, but at the expense of Lessee with respect to any out-of-pocket expenses incurred, to make available to the Lessor Indemnifying Party all pertinent information and witnesses under the Lessor Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for Lessee are reasonably necessary to enable Lessee to conduct such defense. The Lessor Indemnified Party shall also have the right to participate in the negotiation, settlement or defense of any Third Party Claim at its own expense. The Lessor Indemnified Party shall not settle any Third Party Claim without the prior written consent of Lessee, such consent not to be unreasonably withheld.
- (iv) <u>Failure of Indemnifying Party to Assume Defense.</u> If Lessee does not assume control of a Third Party Claim as permitted in subsection 2 above, the Lessor Indemnified Party shall be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon Lessee.
- 18. <u>Destruction of or Damage to Leased Property</u>. The damage or destruction or partial damage or destruction of the Leased Property shall not release Lessee from any obligation hereunder. In case of such damage or destruction, Lessee, at its sole cost and expense, shall promptly repair and restore the same to a condition as good or better than as existed prior to such damage or destruction. If such repair and replacement is not commenced and diligently pursued, then Lessee, at Lessor's election and in each case at Lessee's sole cost and expense, in the case of a failure to commence repairs, within 45 days of the date of such damage or destruction, and, in the case of failure to complete repairs, within 90 days of such damage or destruction, shall raze all damaged or destroyed improvements on the Leased Property and remove all debris from the Leased Property associated with such damage or destruction.
- 19. <u>Prohibition of Involuntary Assignment</u>. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the Leased Property or in any improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempt at involuntary assignment, transfer, or sale shall be void and, at the option of Lessor, shall terminate this Lease.

20. Events of Default.

- (a) General Events of Default. If Lessee is in default in performing any of the terms and provisions of this Lease, Lessor shall give Lessee written notice of such default, and if Lessee fails to cure: (i) a monetary default within 10 days after Lessee's receipt of notice of default; or (ii) a non-monetary default within 60 days after Lessee's receipt of notice of default, then and in any such event, without further notice or demand, Lessor may exercise all remedies afforded Lessor in this Lease. The foregoing notwithstanding:
- (i) If Lessee's failure to perform a non-monetary obligation hereunder cannot reasonably be cured within the 60 days, Lessee shall have a reasonable additional time to cure, provided Lessee has commenced cure no later than 30 days after Lessor's notice of default and diligently pursues cure thereafter and cures within a total period, including the initial 60 days, of 120 days;
- (ii) If the condition giving rise to the default threatens immediate or imminent harm to persons or property, as determined by Lessor in its discretion, Lessee shall immediately take action to prevent such harm and, in the absence of Lessee doing so, Lessor may take such actions and may charge to Lessee all expenses incurred by Lessor in taking such actions, which charges shall be due and payable by Lessee to Lessor no later than 10 days from Lessor's demand.
- (b) <u>Specific Events of Default</u>. The following events shall also constitute Events of Default by Lessee under this Lease:
- (i) <u>Insolvency</u>. Lessee admits in writing an inability to pay its obligations as they become due or becomes the subject of an involuntary insolvency proceeding, including, without limitation, a bankruptcy filing, an assignment for the benefit of creditors or a supplemental receivership that is not dismissed within 90 days of the date of its filing.
- (ii) <u>Judgments and Liens</u>. A judgment is entered or award made against Lessor for an amount exceeding \$50,000 that is not satisfied or for which bond is not posted within 60 days of entry thereof; execution is levied against the Leased Property or Lessee's property,; or the Leased Property or any other property of Lessee becomes subject to an involuntary lien that is not discharged within 60 days of filing.
- (iii) <u>Abandonment of Leased Property</u>. Lessee abandons the Leased Property. Abandonment shall be defined as a failure to continue active operations on the Leased Property for 60 consecutive days or for 120 days in any one twelve-month period.
- 21. <u>Remedies</u>. If a default occurs, Lessor shall have the rights and remedies set forth below, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive a party of any other right or remedy allowed it at law or in equity:
- (a) <u>Termination of Lease</u>. Lessor may terminate this Lease by giving to Lessee written notice of its election to do so, in which event the Term of this Lease shall end, and all right, title and interest of this Lessee shall expire, on the date stated in such notice. In the event of the termination of this Lease by Lessor for a Lessee Event of Default, Lessor shall be entitled to recover from Lessee all of the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify

Lessor under any of the provisions of this Lease, which may be then owing and unpaid. Termination shall not affect Lessee's indemnity obligations for any claims attributable to Lessee's acts, omissions or breach of this Sublease occurring before the date of termination.

- (b) <u>Termination of Right of Possession</u>. If Lessor terminates the right of Lessee to possession of the Leased Property without terminating this Lease, as provided above, then Lessor may recover from Lessee all the fixed dollar amounts of Rent accrued and unpaid for the period up to and including such termination date, plus all rents that were scheduled to be paid by Lessee through the end of the Term, accelerated to the date of termination of the right of possession, as well as all other additional sums payable by Lessee, or for which Lessee is liable or in respect of which Lessee has agreed to indemnify Lessor under any of the provisions of this Lease, which may be then owing and unpaid.
- (c) <u>Suit</u>. Lessor may enforce the provisions of this Lease and may enforce and protect its rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, recovery of all money due or to become due from the other party under any of the provisions of this Lease and recovery of all direct damages incurred by reason of the Event of Default.
- (d) <u>Rights Cumulative</u>. Except as otherwise expressly provided herein, the rights and remedies granted herein to Lessor shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to Lessor under the provisions of this Lease or by law.
- (e) <u>Attorney Fees</u>. In any legal dispute regarding the negotiation, interpretation or enforcement of this Lease, if Lessor prevails, it shall be entitled to collect from the Lessee the reasonable attorney fees and costs incurred by Lessee relating to such proceeding. In any such proceeding, Lessor shall request a specific finding from the court as to which of the Parties is the prevailing Party.
- (f) <u>Lessor's Right to Cure</u>. At any time following the occurrence of an Event of Default and upon not less than 30 days written notice to Lessee, Lessor may cure any default by Lessee under this Lease. Whenever Lessor so elects, all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in curing the default, together with interest thereon at an annual rate of 12% from the date of such payment, shall be payable as additional rent to Lessor on demand.
- 22. Surrender and Holding Over. On the last day of the Term of this Lease or upon any earlier termination of this Lease for any reason, Lessee shall surrender and deliver up the Leased Property, without delay and in good order, condition, and repair, free and clear of all occupancies and free and clear of all liens and encumbrances. Unless Lessor agrees otherwise, none of Lessee's personal property shall be and remain the Leased Property. If Lessee remains in possession after the expiration of the Term without a written agreement with Lessor, Lessee shall be a tenant at sufferance and liable to pay rent to Lessor in the amount of \$250.00 per day until Lessee has removed all of Lessee's property from the Leased Property, and there shall be no renewal of this Lease by operation of law.

- 23. Property Left on the Leased Property. If Lessee leaves any personal property, upon the Leased Property after the termination of this Lease and fails to remove the same within 30 days after the termination date, Lessor may deem such property abandoned by Lessee and either retain all or part of it or disposing of all or part of it, as Lessor deems appropriate, in its sole discretion and charge Lessee all costs incurred by Lessor for the storage, preparation for disposition and disposition of any such property.
- Assignment. Lessee shall not assign or otherwise transfer its interest in this Lease without Lessor's prior, written consent, which may be withheld by Lessor in its sole discretion. In the event of any assignment or transfer, (i) Lessee shall remain liable for the performance of all the terms and conditions of this Lease that arose prior to the date of assignment or transfer, and (ii) no assignment or transfer shall be valid unless the assignee expressly assumes and agrees to perform, from and after the date of assignment or transfer, every covenant of this Lease that, by its terms, Lessee has agreed to keep and perform. No acceptance by Lessor of any performance to be done by Lessee from any person, firm, or corporation other than Lessee, shall discharge Lessee (except to the extent of the performance and payments so accepted by Lessor) from liability to perform any of the terms, covenants, conditions, and agreements set forth in this Lease.
- 25. Merger. In no event shall the leasehold estate or rights of Lessee hereunder merge with any interest, estate, or rights of Lessor in or to the Leased Property, such leasehold estate and rights of Lessee hereunder being distinct from Lessor's interest, estate, and rights in or to the Leased Property, notwithstanding that any such interests, estates, or rights shall at any time or times be held by or vested in the same person, corporation, or other entity.
- 26. Relocation of Ordinary High Water Mark. If all or any part of the Leased Property is finally determined to be located above the ordinary high water mark, as to that part of the Leased Property above the ordinary high water mark, this Lease shall become a direct, master lease between Lessor and Lessee, without the necessity of the execution of an amendment to this Lease. In such case, the rent and other sums payable hereunder by Lessee shall be unchanged, even if the rent to be paid by Lessor under the Lakebed Lease decreases.

27. Miscellaneous.

(a) <u>Notices</u>. Notices or other communication hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the respective addresses set forth below. Notice shall be deemed given upon receipt or refusal to accept delivery. The addresses below shall be presumed correct until a party sends notice according to the terms of this paragraph of a different address. Addresses are as follows:

If to Lessor:

City of Sturgeon Bay 421 Michigan Street Sturgeon Bay, WI 54235 Attn: Mayor

Aun. May

If to Lessee:

Sarter Marine Towing, Inc.

Sturgeon Bay, WI 54235 Attn: President

- (b) Entire Agreement. This Lease contains the complete understanding of the parties hereto with respect to all matters referred to herein, all prior representations, negotiations, and understandings being superseded by this Lease, provided, however, the terms of the Lakebed are incorporated into this Lease to extent the same are referred to herein. To the extent the terms of the Lakebed Lease are more restrictive as to Lessee's responsibilities regarding the Leased Property, the more restrictive provisions shall govern. Otherwise, this Lease shall govern.
- (c) <u>Interpretation</u>. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee. Without limitation, any ambiguity in this Lease shall not be construed against the drafter, both Lessor and Lessee having materially participated in the negotiation and drafting of this Lease.
- (d) <u>Parties Bound</u>. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- (e) <u>No Waiver</u>. No waiver of any default of any obligation by Lessee shall be implied from any omission by the other party to take any action with respect to such default. To be enforceable, a waiver must be in writing, signed by an authorized representative of Lessor and indicating with specificity the provisions of this Lease being waived. No waiver of a present default shall constitute a waiver of any other default present or in the future, nor shall any such waiver constitute a waiver of the same default in the future, unless the waiver explicitly indicates as such.
- (f) <u>No Agency</u>. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between Lessor and Lessee.
- (g) <u>Severability</u>. Each provision of this Lease and the application thereof to the Leased Property are hereby declared to be independent of and severable from the remainder of this Lease. If any provision contained herein is be held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Lease, unless the determination of illegality would deprive either of the parties of the material benefits of this Lease.
- (h) <u>Governing Law</u>. The laws of the State of Wisconsin shall govern the interpretation, validity, performance, and enforcement of this Lease.
- (i) <u>Exclusive Venue</u>. Any legal proceeding involving the interpretation or enforcement of this Lease shall be venued exclusively in the circuit court for Door County, the Parties waiving the right to have any such proceeding held in any other venue. Any action brought in any venue other than the exclusive venue shall be dismissed or the venue changed at the expense of the Party that filed in such other venue.

- (j) <u>Recitals and Exhibits</u>. The Recitals set forth above, and exhibits attached hereto, are incorporated and made a part of this Lease.
- (k) <u>Authority</u>. The parties represent and warrant to each other that the persons signing the Party's behalf below have been duly authorized by all necessary action to execute and deliver this Lease and to bind that Party to its terms.
- (l) <u>Counterparts and Copies</u>. This Lease may be signed in counterparts. Copies of this Lease shall have the same effect as originals, the best evidence rule not applying to this Lease.

[Signature pages and exhibits follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Ground Lease to be executed the date first written above.

		LESSOR: CITY OF STURGEON BAY
	Ву:	David Ward, Mayor
	Ву:	Stephanie Reinhardt, Clerk
STATE OF WISCONSIN	: : SS.	
COUNTY OF DOOR	:	
city by its authority.	1050115	instrument and acknowledged the same as to the act of that * Notary Public, State of Wisconsin
		My Commission:
STATE OF WISCONSIN	: : SS.	
COUNTY OF DOOR	:	
Stephanie Reinhardt, the cle	erk of the ecuted th	e thisday of, 2020, the above-named are City of Sturgeon Bay, to me known to be the clerk of that he foregoing instrument and acknowledged the same as to the
		*
		Notary Public, State of Wisconsin My Commission:

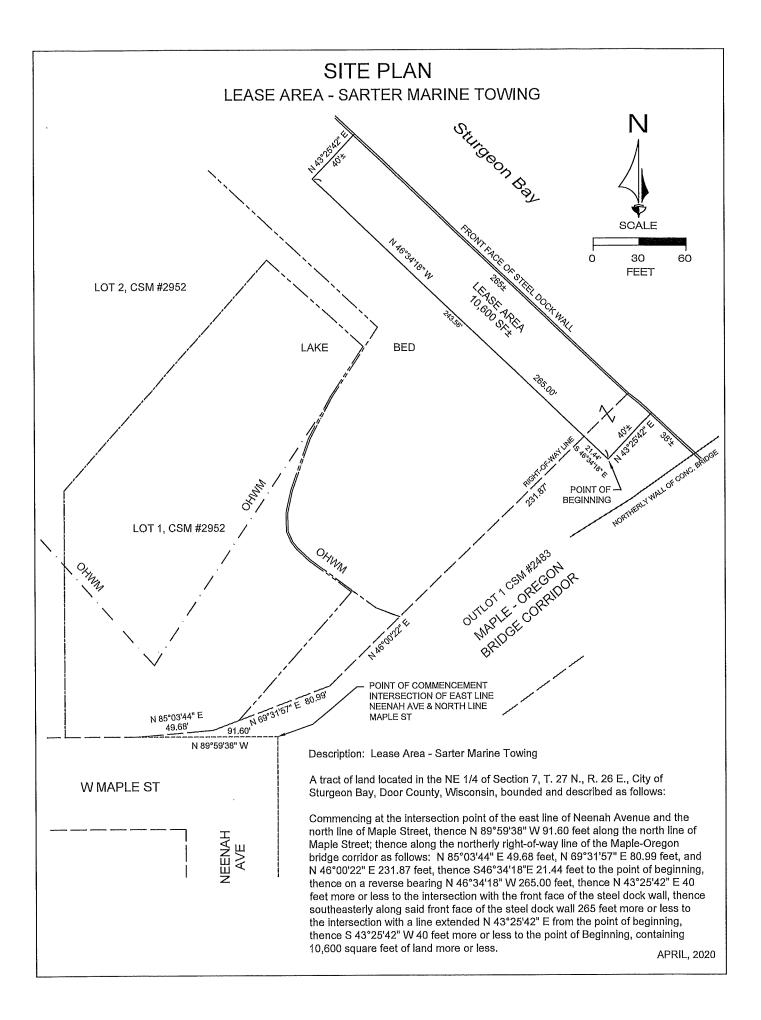
LESSEE: SARTER MARINE TOWING, INC.

	By:
	Julie Sarter, President
STATE OF WISCONSIN	;
COUNTY OF DOOR :	; SS.
Sarter, the president of the S	ore me thisday of, 2020, the above-named Julie arter Marine Towing, Inc., a Wisconsin corporation, to me known to coration and the person who executed the foregoing instrument and
	the act of that corporation by its authority.
	*
	Notary Public, State of Wisconsin My Commission:

EXHIBIT A MAP OF LEASED PROPERTY

(with boundaries of Subleased Property depicted)
(parking and storage areas to be agreed upon and depiction to be added to this Exhibit A)

EXHIBIT B LAKEBED LEASE



DATE: 05/21/1920

ID: AP443ST0.WOW

WARNER

WARNER

WARNER-WEXEL WHOLESALE &

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

TIME: 13:32:11

INVOICES DUE ON/BEFORE 06/02/2020

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE GENERAL FUND GENERAL FUND REVENUE 55.00 R0001603 JANE TRACEY PARK RES REFND 6.6.20/J TRACEY 01-000-000-46300 PARK RES REFND 6.6.20/J TRACEY 01-000-000-24214 2.75 R0001603 0.28 PARK RES REFND 6.6.20/J TRACEY 01-000-000-24214 R0001603 PARK RES REFND 8.8.20/J TRACEY 01-000-000-46310 77.00 R0001603 PARK RES REFND 8.8.20/J TRACEY 01-000-000-24214 3.85 R0001603 R0001603 PARK RES REFND 8.8.20/J TRACEY 01-000-000-24215 0.39 R0001604 MARY ZAKULA PARK SHELTR REFND/M ZAKULA 01-000-000-46300 55.00 PARK SHELTR REFND/M ZAKULA 01-000-000-24214 2.75 R0001604 R0001604 PARK SHELTR REFND/M ZAKULA 01-000-000-24215 0.28 55.00 R0001605 SANDY WESOLOSKI PARK SHELTER REFND/ S WESOLSKI 01-000-000-46300 2.75 PARK SHELTER REFND/ S WESOLSKI 01-000-000-24214 R0001605 PARK SHELTER REFND/ S WESOLSKI 01-000-000-24215 0.28 R0001605 55.00 01-000-000-46300 R0001606 JULIE TAYLOR SHELTER RES REFND/ J TAYLOR 2.75 01-000-000-24214 SHELTER RES REFND/ J TAYLOR R0001606 01-000-000-24215 0.28 R0001606 SHELTER RES REFND/ J TAYLOR 55.00 R0001607 AUDREY SWEETMAN SHELTER RES REFND/A SWEETMAN 01-000-000-46300 R0001607 SHELTER RES REFND/A SWEETMAN 01-000-000-24214 2.75 R0001607 SHELTER RES REFND/A SWEETMAN 01-000-000-24215 0.28 SHELTER RES REFND/C GRIER 01-000-000-46300 83.00 R0001609 CATHY GRIER 4.15 SHELTER RES REFND/C GRIER 01-000-000-24214 R0001609 SHELTER RES REFND/C GRIER 01-000-000-24215 0.42 R0001609 01-000-000-46300 55,00 SHELTER RES REFND/J KELLER R0001610 JAMIE KELLER 01-000-000-24214 2.75 SHELTER RES REFND/J KELLER R0001610 SHELTER RES REFND/J KELLER 01-000-000-24215 0.28 R0001610 TOTAL REVENUE 516.99 TOTAL GENERAL FUND 516.99 MUNICIPAL SERVICES ADMIN. 01-145-000-58250 24.67 03133 CELLCOM WISCONSIN RSA 10 04/20 CHAD CELL SVC TOTAL 24.67 TOTAL MUNICIPAL SERVICES ADMIN. 24.67 PUBLIC WORKS ADMINISTRATION 04/20 STEVE CELL SVC 01-150-000-58250 31.66 CELLCOM WISCONSIN RSA 10 03133 04/20 MIKE B CELL SVC 01-150-000-58250 43.25 03133 04/20 CELL SVC 01-150-000-58250 7.52 03133 TOTAL 82.43 TOTAL PUBLIC WORKS ADMINISTRATION 82.43 CITY HALL 01-160-000-58999 139.77 SPECTRUM 04/20 FIRE CABLE SVC 03159 421 MICHIGAN ST 01-160-000-56600 23730 WPS 799.38

CLEANING SUPPLIES

PAPER SUPPLIES

01-160-000-51850

01-160-000-51850

102.48

18.89

TIME: 13:32:11 ID: AP443ST0.WOW DEPARTMENT SUMMARY REPORT

DATE: 05/21/1920 CITY OF STURGEON BAY PAGE:

INVOICES DUE ON/BEFORE 06/02/2020

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE ______ GENERAL FUND TOTAL 1,060.52 TOTAL CITY HALL 1,060.52 POLICE DEPARTMENT BUBRICK'S COMPLETE OFFICE, INC ASSORTED OFFICE SUPPLIES 01-200-000-51950 20.13 BUBRICKS HDMI CABLE 01-200-000-51950 16.69 TOTAL 36.82 36.82 TOTAL POLICE DEPARTMENT POLICE DEPARTMENT/PATROL 03133 CELLCOM WISCONSIN RSA 10 05/20 PORT SEC CAMERA SYSTEM 01-215-000-58999 46.17 04590 HUMANE SOCIETY 2020 3RD QTR ANML CONTROL 01-215-000-55100 3,750.00 04696 DOOR COUNTY TREASURER 04/20 FUEL CHARGES 2,842.27 01-215-000-51650 22800 WALMART COMMUNITY CAR CLEANING SUPPLIES/STORAGE 01-215-000-54999 92.45 22800 SQUAD CLEANING SUPPLIES 01-215-000-58550 4.97 TOTAL. 6.735.86 COVID-19 PUBLIC PUBLIC SAFETY CENTER, INC N95 MASKS 01-215-401-54999 135.00 TOTAL COVID~19 135.00 TOTAL POLICE DEPARTMENT/PATROL 6,870.86 POLICE DEPT. / INVESTIGATIONS DOOR GUA DOOR GUARD SECURITY SYSTEMS HID ID CARDS 01-225-000-51500 400.00 US CELL US CELLULAR CELL TOWER DATA DUMP/#19012968 01-225-000-51500 150.00 TOTAL 550.00 TOTAL POLICE DEPT. / INVESTIGATIONS 550.00 FIRE DEPARTMENT 04545 DOOR COUNTY COOPERATIVE/NAPA TRAINING SITE PARTS 01-250-000-51405 56.48 04696 DOOR COUNTY TREASURER 04/20 FUEL CHARGES 01-250-000-51650 663.97 06012 FASTENAL COMPANY ZIPTIES/SCREWS 01-250-000-54999 23.96 DOOR GUA DOOR GUARD SECURITY SYSTEMS HID ID CARDS 01-250-000-56000 400.00 O'REILLY O'REILLY AUTO PARTS-FIRST CALL OIL FILTER KIT 01-250-000-53000 61.28 O'REILLY DEF 01-250-000-53000 21.98 OIL FILTER 01-250-000-53000 7.76 O'REILLY PAULCONW PAUL CONWAY SHIELDS GEAR REPAIR MATERIAL 01-250-000-56250 580.00 SOAP DISPENSER/WEST SIDE FIRE 01-250-000-54999 WARNER WARNER-WEXEL WHOLESALE & 10.58

DATE: 05/21/1920 CITY OF STURGEON BAY PAGE: 3

TIME: 13:32:11 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/02/2020

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE

GENERAL FUND

ID: AP443ST0.WOW

TOTAL FIRE DEPARTMENT 1,826.01

SOLID WASTE MGMT/SPRING/FALL

ADVANCED ADVANCED DISPOSAL 2 FEON /10 FLU BULBS/4 TVS 01-311-000-58400 283.90

TOTAL 283.90

TOTAL SOLID WASTE MGMT/SPRING/FALL 283.90

STREET MACHINERY

02005	BAY ELECTRONICS, INC.	ANTENNA MOUNT	01-450-000-57550	13.70
02005		RADIO MOUNT	01-450-000-57550	22.50
02005		VHF ANTENNA	01-450-000-57550	83.95
02005		2 PLUGS @ 10.00	01-450-000-53000	20.00
02005		2 CLAMPS @ 5.00	01-450-000-53000	10.00
04545	DOOR COUNTY COOPERATIVE/NAPA	CORE DEPOSIT	01-450-000-53000	-95.42
04545		CREDIT	01-450-000-53000	-122.85
04545		CORE DEPOSIT	01-450-000-53000	-30.87
04545		LAMP/PLUG	01-450-000-53000	67.17
04545		OIL	01-450-000-53000	39.05
04545		TRAILER BRAKES	01-450-000-53000	97.82
04545		ASSORTED SUPPLIES	01-450-000-53000	127.28
04696	DOOR COUNTY TREASURER	04/20 456.97 G FUEL	01-450-000-51650	1,064.28
04696		04/20 1169.27G DSL FUEL	01-450-000-51650	1,976.07
ADVAUTO	GENERAL PARTS DISTRIBTION LLC	OIL SEAL	01-450-000-53000	17.61
FEUERSTE	FEUERSTEIN MACHINE-REPAIR INC	SHARPEN STUMP GRINDER	01-450-000-52150	195.00
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	GLOVES	01-450-000-52150	34.97
O'REILLY		ADAPTER	01-450-000-53000	3.99
O'REILLY	?	ADAPTER	01-450-000-53000	14.88
QUALITY	QUALITY TRUCK CARE CENTER INC	LEAF SPRINGS & HARDWARE	01-450-000-53000	1,363.20
QUALITY		FILTER & CENTIFUG	01-450-000-53000	99.62

TOTAL 5,001.95

TOTAL STREET MACHINERY 5,001.95

CITY GARAGE

BUBRICK'S BUBRICK'S COMPLETE OFFICE, INC BATTERIES 01-460-000-54999 52.56

TOTAL 52.56

TOTAL CITY GARAGE 52.56

PARK & RECREATION ADMIN

03133 CELLCOM WISCONSIN RSA 10 04/20 MIKE B CELL SVC 01-500-000-58250 43.25
03133 04/20 CELL SVC 01-500-000-58250 7.53
03133 04/20 CELL SVC 01-500-000-58250 24.67

TIME: 13:32:11 ID: AP443ST0.WOW

DEPARTMENT SUMMARY REPORT

DATE: 05/21/1920 CITY OF STURGEON BAY PAGE: 4

INVOICES DUE ON/BEFORE 06/02/2020

		INVOICES DUE ON/BEFORE 06/02	:/2020			
VENDOR #		ITEM DESCRIPTION	ACCOUNT		AMOUNT DUE	
NERAL FUND						
			TOTAL			75.
			TOTAL PARK &	RECREATION A	DMIN	75.
PARKS AND PLAY	GROUNDS					
		DARREDY MOMED	01 510 (000 51000	61 57	
04545	DOOR COUNTY COOPERATIVE/NAPA	BATTERY MOWER		000-51900	64.57	
04545		BATTERY		000-51900	51,25	
04545	noon governmy management	CREDIT		000-51900	-10.00	
04696	DOOR COUNTY TREASURER	04/20 238.39 G FUEL			555.21	
04696	avenue avenue and	04/20 11.85 G DSL FUEL 2 DOZ URINAL SCREENS			20.03	
19959	SUPERIOR CHEMICAL CORP		01-510-0		187.50	
19959		HAND CLEANER SHIPPING		000-51850	111.20 32.58	
19959	WARNER-WEXEL WHOLESALE &	BAL DUE-REVISED ORG INVOICE		000-51850	80.19	
WARNER WARNER	WARNER-WEXEL WHOLESALE &	15 CASES TRASH BAGS @ 27.95			419.25	
			TOTAL			1,511
			TOTAL PARKS A	AND PLAYGROUN	IDS	1,511
	EMPLOYEE BENEFITS CORPORATION EHEALTHSCREENINGS, LLC	05/20 FSA,HRA, PEB, COBRA I		000-50510 000-50550	242.50 4,226.40	
	2.2.2		TOTAL		-,	4,468
			TOTAL EMPLOYE	E BENEFITS		4,468
			TOTAL GENERAL			22,362
PITAL FUND STORM SEWERS						
EXPENSE PETERS	PETERS CONCRETE CO	PROJECT 2001 PAY #1	10-300-0	000-59115	98,581.50	
			TOTAL EXPENSE	E		98,581
			TOTAL STORM S	SEWERS		98,581
ROADWAYS/STREE	TTS					
ANNUAL RE	ESURFACING & BASE REP.					
GB HIGH SALZ	GREEN BAY HIGHWAY PRODUCTS LLC SALZSIEDER LANDSCAPE & NURSERY			L10-59095 L10-59095	144.43 5,070.00	
			TOTAL ANNUAL	RESURFACING	& BASE REP.	5,214.

TOTAL ROADWAYS/STREETS

5,214.43

TIME: 13:32:11 ID: AP443ST0.WOW DEPARTMENT SUMMARY REPORT

DATE: 05/21/1920 CITY OF STURGEON BAY PAGE: 5

INVOICES DUE ON/BEFORE 06/02/2020

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME

CAPITAL FUND

CURB/GUTTER/SIDEWALK

EXPENSE

10-440-000-59102 135,954.40 13133 MARTELL CONSTRUCTION INC PROJECT 2002A PAY #1

> TOTAL EXPENSE 135,954.40

> > TOTAL CURB/GUTTER/SIDEWALK 135,954.40

TOTAL CAPITAL FUND 239,750.33

CABLE TV

CABLE TV / GENERAL

CABLE TV / GENERAL

MANN COMMUNICATIONS, LLC 06.02.20 CONTRACT 21-000-000-55015 5,205.84

> TOTAL CABLE TV / GENERAL 5,205.84

> TOTAL CABLE TV / GENERAL 5,205.84

> 5,205.84 TOTAL CABLE TV

TID #4 DISTRICT

TID #4 DISTRICT

TID #4 DISTRICT

TID 4 -30% AUDIT END 12.31.19 28-340-000-55001 800.00 WIPFLI WIPFLI LLP

TOTAL TID #4 DISTRICT 800.00

T4 \$3.12 NOTES

TAXBLE NOTE ANTICIPATE 3.30.17 28-340-987-70002 39.58 01761 ASSOCIATED TRUST COMPANY

> TOTAL T4 \$3.12 NOTES 39.58

> > TOTAL TID #4 DISTRICT 839.58

839.58 TOTAL TID #4 DISTRICT

SOLID WASTE ENTERPRISE

SOLID WASTE ENTERPRISE FUND

SOLID WASTE ENTERPRISE FUND

04603 HALRON LUBRICANTS INC USED OIL PICK UP FEE 300 G 60-000-52050 45.00 60-000-000-51650 DOOR COUNTY TREASURER 04/20 851.41 G DSL FUEL 1,438.88 04696 256.91 TN GARBAGE 60-000-000-58300 16,431.96 ADVANCED ADVANCED DISPOSAL 60-000-000-58350 1,402.06 94.99 TN RECYCLE ADVANCED POMP'S TIRE SERVICE. INC FRONT END ALIGNMENT 60-000-000-53000 258.00 POMPS

> TOTAL SOLID WASTE ENTERPRISE FUND 19,575.90

> TOTAL SOLID WASTE ENTERPRISE FUND 19,575.90

> TOTAL SOLID WASTE ENTERPRISE 19,575,90

TOTAL ALL FUNDS 287,734.49

June 2, 2020 Common Council	Page 5A
MANUAL CHECKS	
SECURIAN FINANCIAL GROUP, INC. 05/14/20 Check # 87006 06/20 Life Insurance 01-000-000-21545	\$2,065.17
STURGEON BAY SCHOOL DISTRICT 05/21/20 Check # 87070 04/20 Mobile Home Tax Payment 01-000-000-41300	\$346.10
SUN LIFE INSURANCE 05/21/20 Check # 87070 06/20 Short/Long Term Disability 01-000-000-21545	\$1,855.25

TOTAL MANUAL CHECKS

\$ 4,266.52

DATE: 05/21/1920 TIME: 13:32:11 ID: AP443ST0.WOW

CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT PAGE: 6

INVOICES DUE ON/BEFORE 06/02/2020

VENDOR # NAME

ITEM DESCRIPTION

ACCOUNT # AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND

CAPITAL FUND

CABLE TV TID #4 DISTRICT

SOLID WASTE ENTERPRISE

TOTAL --- ALL FUNDS

22,262.84 '26,629.36 239,750.33

5,205.84

839.58 19,575.90

287,284.49 292,001.01

1