

CITY OF STURGEON BAY
FINANCE/PURCHASING & BUILDING COMMITTEE
TUESDAY JUNE 14, 2022
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 Amendment Sturgeon Bay Yacht Club/Sail Training Foundation.
5. Consideration of: Development Agreement for Duquaine Development.
6. Consideration of: Development Agreement for Premier SB Duluth Avenue, LLC.
7. Review bills.
8. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the City Committees may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of a Committee, does attend, this may constitute a meeting of the aforementioned Committee and is noticed as such, although no formal action will be taken at this meeting.

Posted:

Date: 06/10/22

Time: 10:50am

By: TM

Finance/Purchasing & Building Committee Members:

Helen Bacon, Chair

Seth Wiederanders, Vice Chair

Dan Williams



Joshua J. Van Lieshout
City Administrator

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

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

Memorandum

To: Finance Committee
Mayor and Common Council

From: Josh Van Lieshout, Administrator

Re: Amendment to Sturgeon Bay Yacht Club Lease Agreement

Date: June 9, 2022

Item: Amendment to SBYC Lease Agreement

Discussion: The City and Sturgeon Bay Yacht Club have, for many, many years enjoyed a cooperative lease arrangement for the Yacht Club site and near parking area. For years now the SBYC has partnered with the Sail Training Foundation on programming activities. Eventually the SBYC and STF joined together. As a result, SBYC and STF are now asking the lease with the City to be assigned to STF.

Options:

- Approve the assignment as requested.
- Deny the request
- Deny the request and direct staff to take other action

Recommendation: Approve the assignment as requested.

SECOND AMENDMENT TO LEASE

THIS AGREEMENT made by and between the CITY OF STURGEON BAY, Wisconsin, a municipal corporation in Door County, Wisconsin, hereinafter referred to "CITY" and the STURGEON BAY YACHT CLUB SAIL TRAINING FOUNDATION, INC., a Wisconsin non-stock corporation, hereinafter referred to as "STF".

WHEREAS, CITY and STURGEON BAY YACHT CLUB ("CLUB") entered into a Lease Agreement dated September 4, 2001 and an Amendment to Lease dated June 12, 2012 (collectively, the "Lease Agreement") for the premises described on Addendum A in the City of Sturgeon Bay, Wisconsin.

AND WHEREAS, STF acquired the building improvements located on the leased premises from the CLUB pursuant to a corporate reorganization between STF and the CLUB.

NOW, THEREFORE, said Lease Agreement and Amendment shall be amended to reflect that STF is the appropriate tenant of the Lease in place of the CLUB.

NOW THEREFORE, the CITY, CLUB and STF hereby agree to the following amendments to the Lease Agreement:

1. STF shall be substituted for the CLUB as the tenant to the Lease Agreement. STF hereby accepts all terms of the Lease Agreement.
2. The CITY does hereby consent to a sublease of the leased premises by STF to the CLUB. STF will not otherwise assign or sublease its rights and responsibilities under the Lease Agreement or any portion thereof without prior written consent of the CITY in recordable form, consistent with the terms of paragraph 5 of the Lease Agreement.

The CITY, CLUB and STF hereby agree that, except as herein amended, the terms, conditions and provisions of the Lease Agreement shall apply to and govern this Second Amendment to Lease.

CITY OF STURGEON BAY

Dated: _____

By: _____
David Ward, Mayor

Dated: _____

By: _____
Stephanie Reinhardt, City Clerk

STATE OF WISCONSIN)) SS
COUNTY OF DOOR)

Personally came before me this ____ day of _____, 2022, the above named David Ward, Mayor, and Stephanie Reinhardt, City Clerk of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me know to be such officers of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority.

STURGEON BAY YACHT CLUB SAIL
TRAINING FOUNDATION, INC

Dated: _____

By: Amy Wagner, Commodore

Dated: _____

By: Timothy Gaul, Secretary

STATE OF WISCONSIN)) SS
COUNTY OF DOOR)

Personally came before me this ____ day of _____, 2022, the above named Amy Wagner, Commodore, and Timothy Graul, Secretary of the above named non-stock corporation, to me known to be such Commodore and Secretary of said non-stock corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said non-stock corporation, by its authority.

STURGEON BAY YACHT CLUB

Dated: _____

By: Amy Wagner, Commodore

Dated: _____

By: Timothy Graul, Secretary

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STAFF REPORT

Title: Development Agreement for Duquaine Development

Background: Duquaine Development proposes to construct about 160 multiple-family dwellings with the first phase consisting of approximately 64 units to the northeast of the Target store and south of Oak Street (Sawyer Drive). The Common Council approved \$750,000 of financial assistance for the proposed development, including \$275,000 in American Rescue Plan Act funds and \$475,000 in affordable housing TIF funds that are being made available from the one-year extension of TID #1. The \$275,000 is an upfront payment to assist with infrastructure but the \$475,000 is only paid out as the buildings are completed. The City also previously approved an annexation agreement with the developer to allow sanitary sewer and water services now in exchange for annexing later when legally able to do so.

A development agreement that spells out the specifics of the financial assistance has been drafted and reviewed by the attorneys for both sides. This agreement includes all of the details regarding the assistance and includes the obligations of the developer and City and all of the legal issues. The agreement is ready to be reviewed by the Finance Committee and Council.

Fiscal Impact: The \$750,000 in financial assistance comes from the ARPA funds allocated to the City and from the additional tax increments generated from the one-year affordable housing extension for TID #1. Thus, there should be no impact to the general fund. Once the property is annexed into the city, the first phase of development is expected to generate about \$6.5 Million in property value for an annual tax payment of about \$52,000 for the City portion.

Recommendation: Approve the development agreement.

Prepared by: Martin Olejniczak
Martin Olejniczak, Community Development Director

6-9-2022
Date

Reviewed by: _____
Val Clarizio, Finance Director

Date

Reviewed by: Josh Van Lieshout
Josh Van Lieshout, City Administrator

6/9/22
Date

**DEVELOPMENT AGREEMENT
(Duquaine Development)**

This Development Agreement is made this ____ day of _____, 2022, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and DUQUAINE DEVELOPMENT, INC, a Wisconsin corporation ("Developer").

RECITALS

A. Developer has fee title to 14.58 acres of property abutting Sawyer Drive (also known as W. Oak Street) consisting of parcel no. 0200112272541B and parcel no. 0200112272541C1, located in the Town of Nasewaupee and more particularly described in Section A.1 below (the "Property").

B. Developer has approached the City proposing to construct multiple-family dwellings on the Property (the "Project"), as defined in Section A.2 below a parcel that is contiguous to the City.

C. The City and Developer have entered into an annexation agreement which provides that municipal sanitary sewer and water services may be extended to serve the Property for use by the Project, with annexation of the Property, to the City to be initiated by Developer, at a later date.

D. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of reimbursement of certain of Developer's expenses relating to the Project and payments from the Tax Increments generated by the extension of Tax Incremental District #1 for affordable housing and improving the housing stock.

E. The City has determined the development and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Project will provide needed housing, expand the City's tax base, and increase property tax revenues in Sturgeon Bay upon annexation of the Property.

F. The City has determined that, but for the City's provision of financial assistance to Developer, the Project would not occur.

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

A. The Property and Project.

1. Legal Description of Project Site. The Property is legally described as follows:

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 12, T27N-R25E, Town of Nasewaupee, Door County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of Section 12, T27N-R25E; thence N0°08'44"E, 2649.11 feet along the East line of the Southeast ¼ of said Section; thence N88°10'21"W, 528.40 feet along the North line of the Southeast ¼ of said Section to the point of beginning; thence S0°17'58"W, 329.97 feet; thence N88°10'21"W, 132.00 feet along a North line of Duluth Avenue Storage Park Condominium (Hanger 24, Condo Plats, Page 9, Document number 506711, Door County Records); thence S0°17'50"W, 330.45 feet along the West line of said condominium; thence N88°01'15"W, 331.04 feet along the North line of said condominium; thence S0°22'36"W, 659.52 feet along the West line of said condominium; thence N87°51'51"W, 332.03 feet along the South line of the Northeast ¼ of the Southeast ¼ of said Section; thence N0°26'55"E, 1108.51 feet along the West line of the Northeast ¼ of the Southeast ¼ of said Section; thence S88°10'12"E, 208.71 feet; thence N0°27'14"E, 208.71 feet; thence S88°10'21"E, 583.69 feet along the North line of the Southeast ¼ of said Section to the point of beginning. Excepting those portions used for road right-of-way.

Tax Parcels No. 0200112272541B and No. 0200112272541C1

2. **Project Described.** A residential development of approximately 160 multiple-family dwelling units within several buildings located on the Property (the Project). The first phase of the Project will consist of approximately 68 units within 3 buildings along with detached garages ("Phase 1"). The site will also include exterior parking areas and other site amenities.

B. **Condition Precedent.** The terms and obligations of this Agreement shall commence only if the City shall have adopted a resolution extending TID #1 by one year under section 66.1105(6)(g), Wis. Stats. Upon failure of this condition, this Agreement shall be null and void without liability or obligation to either party.

C. **Developer's General Obligations.**

1. **Approval of Plans.** Prior to the commencement of construction of Phase 1, Developer shall present plans for the proposed development and design of buildings to the Sturgeon Bay Aesthetic Design & Site Plan Review Board for its review and comments. However, Developer shall not be bound by any comments or recommendations of the Board for Phase 1 of approximately 68 units. Future phases of the Project will be subject to the jurisdiction of the municipality in which the Property is located at that time.

2. **Building Permits/Approvals.** Developer is responsible to obtain, directly or through its agents, all building permits and other permits or approvals required to construct the Project. Permits and approvals required shall be based upon the jurisdiction in which the Property is located at the time of approval or permit issuance. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

3. **Construction Completion.** Construction of Phase 1 (approximately 68 units) shall be substantially complete by December 31, 2023.

4. General Construction Requirements. Developer shall abide by all of the following in the construction of Phase 1:

a. Compliance with Plans. Developer shall construct Phase 1 in strict compliance with the plans as approved by the State, the City and any other agency entitled to give approval.

b. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of Phase 1 shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for high quality construction in the Sturgeon Bay area. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work. Every contractor hired by the Developer shall be licensed and qualified to perform that part of the work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section E, below.

c. Compliance with Laws. All work upon the Project site shall comply with all applicable laws, codes and regulations of authorities having jurisdiction over Property at the time of construction.

e. Reports, Information and Inspections. During the period of construction, Developer shall provide the City with information requested by the City concerning the progress of the Project and any issues having a material effect on the Project, when requested. The City may come upon the Property to inspect the Project during normal hours of construction and, upon reasonable advance notice to Developer, which may be verbal notice, at any other time the City deems appropriate for the purpose of inspecting the Project and investigating its status and any matters that may affect the Project and compliance with this Agreement. The City may also discuss the status of construction with Developer's general contractor and any subcontractor or material supplier for the Project.

f. Debris. Until the Project is finished, without the requirement of notice from the City, Developer shall keep the Property and adjoining streets clean and free of construction debris. If the City does give Developer notice of the need to clean up any debris identified by the City, Developer shall complete such clean up within 24 hours of receipt of the City's notice. Any debris not so removed or cleaned up within the 24-hour period may be removed or cleaned by the City at Developer's expense.

5. Changes to Project. Without City's prior written consent, Developer will not materially change the scope or uses of the Project.

6. Restrictions on Transfer of Property. Prior to the completion of Phase 1, any transfer of ownership of the Property, or any portion thereof, shall be subject to the City's written consent, which the City may withhold in its absolute discretion; provided, however, that Developer may transfer ownership of the Property, or any portion thereof, at any time, to a limited liability company of which Keith Duquaine owns and maintains during the entire term of this Agreement

a percentage ownership interest of 33% or more (an “Authorized Successor Entity”). This restriction does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of a building or units consistent with the terms of this Agreement.

7. Restriction on Multiple-Family Dwelling Units Near Sawyer Dr (W. Oak St). The Developer shall not construct or locate any multiple-family dwelling units within 150 feet of the right-of-way of Sawyer Drive (W. Oak Street). The intent of this provision is to create a transition to, or buffer between, existing and planned single-family dwellings along and north of Sawyer Drive (W. Oak Street). This provision may be waived in writing by the City. For purposes of this Section 7 only, a multi-family dwelling unit shall be defined as a single building that consists of more than four separate residential units.

8. Cooperation. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

D. City’s General Obligations.

The City commits to the following:

1. Financial Incentive. The City shall provide a financial incentive in the total amount of \$750,000 as follows:

a. Infrastructure Funding. \$275,000 shall be available for infrastructure improvements including sanitary sewer mains and laterals; water mains and laterals; stormwater sewers, detention ponds and other stormwater management facilities; electrical lines and service; and streets/driveways/sidewalks. Payments for infrastructure funding shall be made on a quarterly basis after invoices are submitted to the City by Developer for qualifying work. Invoices submitted by Developer prior to the end of a calendar quarter shall be reimbursed to Developer within 15 days following the end of such calendar quarter. If so directed by Developer, City shall make checks payable directly to Developer who shall in turn pay the contractors, subcontractors, or material providers that performed the work or provided the materials for such infrastructure improvements being reimbursed.

b. Building Construction Funding. \$475,000 shall be available for building construction. Payments for building construction funding shall be made within 30 days of issuance of an occupancy permit for each completed building in Phase 1, but not prior to January 1, 2023. The individual payments shall be as follows:

- \$160,000 for the first building completed.
- \$160,000 for the second building completed.
- \$155,000 for the third building completed.

2. Utilities. Consistent with the annexation agreement, the City shall ensure that municipal water and sanitary sewer service is available to Property. Developer is responsible for

any extensions into the Property to serve Phase 1. Such extensions may be eligible for funding under Section 1(a) above.

3. Permits and Licenses. Upon annexation the City will honor all valid, non-expired permits and approvals previously granted, and will allow building inspections to proceed through and under the municipality in which Phase I and/or the Project, as the case may be, is located at the time of commencement of construction.. Upon annexation the City will work in good faith with respect to any remaining permits necessary for completion of the Project.

4. Cooperation. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

E. Insurance.

1. Coverage Types and Amounts. Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage as listed below:

a. Workers Compensation and Related Coverage. Workers compensation coverage as required for state and federal workers, but, in no event less than the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

b. Comprehensive General Liability Insurance. Commercial general liability insurance written on a commercial general liability form, protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations under this Agreement, whether such operations are by Developer itself, any contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

c. Comprehensive Automobile Liability and Property Damage. Comprehensive Automobile Liability and Property Damage coverage protecting Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be subject to the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

d. Umbrella Coverage. Umbrella coverage protecting Developer, its general contractor and any subcontractor during the performance of work covered by this Agreement with limits of \$3,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Sections 1(a) to 1(c) above.

e. Builder's Risk Insurance. Builder's Risk insurance for all portions of the Property upon which construction is occurring with coverage equal to the total amount of the construction contracts for any and all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

f. Fire and Casualty Insurance. Upon the construction of any improvements on the Property that are intended to remain in Developer's possession or is in Developer's possession prior to conveyance to third parties as contemplated by this Agreement, Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to and adequate to rebuild improvements to their original condition. In the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

2. General Requirements. All policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Before commencement of construction, the Developer shall file with the City certificates of insurance and copies of the required policies and all endorsements thereto, setting forth that all required coverage is in full force and effect.

F. Representations and Warranties and Covenants of Developer.

Developer represents and warrants to the City and covenants with the City as follows:

1. Accuracy of Documents. All copies of documents, contracts and agreements Developer has furnished to the City are true and correct in all material respects.

2. Taxes. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

3. Payment of Contractors and Material Suppliers. Developer will timely and fully pay for all work performed and materials furnished for Phase 1.

4. Liens. Developer shall not cause or allow any lien to attach to the Property, except (i) those allowed in Section C.6 above, and in any case, in the aggregate not securing debt exceeding the maximum principal amount of \$2,500,000, and (ii) the lien of real estate taxes and assessments for taxes not yet due and payable. If any lien, including, without limitation, any construction lien, is filed against the Property, Developer will notify the City and cause such lien to be discharged through payment, as provided by statute or bonded over in an amount satisfactory to the City within 60 days of the filing of such lien, irrespective of the merits of the lien claim and

shall provide proof of such discharge or bonding to the City within in such 60 days.

5. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

6. Organization. Developer is a for-profit limited liability company, duly formed and validly existing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

7. Authority. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally. The person who executes this document has been duly authorized by all necessary company action to execute and deliver this Agreement and to bind Developer to its terms

8. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law, order, rule or regulation of any court or of any federal, state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Developer or any portion of the Property.

9. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or Phase 1 that would adversely affect Phase 1 or Developer or the enforceability of this Agreement, the ability of Developer to complete Phase 1 or the ability of Developer to perform its obligations under this Agreement.

10. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with Phase 1 or otherwise. Developer shall promptly report any material default of Developer or any contractor in its obligations under any construction contract affecting Phase 1.

At all times during the term of this Agreement, the representations and warranties contained herein shall be true and Developer shall comply with all covenants contained herein.

G. Representations and Warranties and Covenants of City. The City hereby

warrants and represents to the Developer that:

1. Authority. Subject to the approval of City Common Council and the satisfaction of the condition precedent of Section B above, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are hereby duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby.

2. Enforceability. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law.

H. Further Compliance with Laws.

1. Public Protection & Safety: The City and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the improvements whether from maintaining an "attractive nuisance" or otherwise.

2. Compliance with Environmental Laws. Developer shall ensure the Property shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

3. Nondiscrimination. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

I. Indemnification.

1. General Indemnification. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, Developer shall indemnify and save harmless the City, its council members, officers, employees, agents, attorneys and insurers, and the respective successors and assigns of all of them (each an "Indemnified Party") and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, and expenses, including reasonable attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner, directly or indirectly, result from, relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of Phase 1 (each, an "Indemnified Claim"), including without limitation:

- a. Any breach by Developer of the terms of this Agreement;
- b. any negligent acts of Developer, any professional and any contractor that provides services, labor or material for Phase 1;
- c. any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement;
- d. the design, development, or construction of Phase 1; or
- e. any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

2. No Limitation on Indemnity. In any and all claims against one or more of the Indemnified Parties by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

3. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to an Indemnified Claim following written notice thereof from an Indemnified Party, which notice shall be given by the Indemnified Party within 10 days of the Indemnified Party gaining actual knowledge of such Indemnified Claim. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations unless, and only to the extent to which, such failure has substantially prejudiced Developer. The Indemnified Claim shall be defended by legal counsel reasonably acceptable to the Indemnified Party. If the Indemnified Party originally approves of such defense counsel, but later disapproves, Developer shall retain counsel that is reasonably acceptable to the Indemnified Party. Notwithstanding the foregoing, in its sole discretion and at its expense, an Indemnified Party may participate in or defend or prosecute, through its own counsel(s), any Indemnified Claim for which it is entitled to indemnification by Developer; provided, however, that if the Indemnified Party is advised in writing by its legal counsel that there is a conflict between the positions of Developer and the Indemnified Party in conducting the defense of such Indemnified Claim or that there are legal defenses available to the Indemnified Party different from or in addition to those available to Developer, then at Developer's expense, counsel for the Indemnified Party, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the Indemnified Party. Developer shall not enter into any compromise or settlement without the prior written consent of the Indemnified Party and, if the Indemnified Party is not the City, the City, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the Indemnified Party shall be reasonable grounds for the Indemnified Party to refuse to provide written consent to a compromise or settlement. To the extent Indemnified Claims have been made against them, the Indemnified Parties shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and, as to current employees and personnel only, making employees and other personnel available on a mutually convenient basis to provide such information as the Indemnified Party may have regarding the matter in issue and an explanation of any material provided or made available. No failure of an Indemnified Party to cooperate as set forth above shall affect Developer's obligation to defend any other Indemnified Party. If Developer does not assume the defense of such Indemnified Claim, Developer shall reimburse the Indemnified Party for the reasonable fees and expenses of counsel(s) retained by the Indemnified Party and shall be bound by the results obtained by the Indemnified Party; provided, however, that no such Indemnified Claim shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

J. Default.

1. Events of Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Failure to Pay. Developer or the City fails to pay any amounts due from it under this Agreement on or before the date when due and such failure shall continue for 10 days following notice thereof from the other party;

b. Other Failures under this Agreement. Developer fails to timely perform or observe any of its covenants or obligations (other than payment obligations) under this Agreement, or the City fails to timely perform its obligations under Sections D.2 through D.4, above, and such failure continues for 30 days following notice thereof from the other party (or such longer period of time as is necessary to cure the default as long as (i) the failing party has commenced the cure of the default within the 30-day period, (ii) the failing party is diligently pursuing the cure of the default, and (iii) the default is cured not later than 90 days following the notice thereof from the other party);

c. Insurance and Dangerous Conditions. Section 1(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 City in its sole discretion, the cure period will be two business days, during which time Developer 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 Developer or City in this Agreement, or any document or financial statement delivered 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 of Phase 1 is not occurring for more than 30 consecutive days or a total of 90 days during the construction of Phase 1 or if any portion of Phase 1 is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;

f. Insolvency. Developer: (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 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 Developer 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;

g. Cessation of Existence. Developer is dissolved or ceases to exist;

h. Fraud and Other Illicit Behavior. Developer or any person having an ownership interest of greater than 25% of Developer 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 in the determination of the City would threaten the reputation of Developer or Developer's ability to complete Phase 1 according to the requirements of this Agreement or as anticipated; or

i. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer relating to Phase 1 or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement against the defaulting party, including without limitation,

(i) Termination. Terminate this Agreement by written notice to the defaulting party;

(ii) Offset and Recoupment. If Developer defaults, the City may offset or recoup against any amounts that may then or thereafter come due from City to the Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;

(iii) Specific Performance. Sue for specific performance; and/or

(iv) Sue for Damages. Sue for all damages caused by the Default.

In addition, the non-defaulting party shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, in the case of the City, the obligation to make payments to Developer.

b. Remedies Cumulative. All remedies are cumulative. i.e., no election by the non-defaulting party of one remedy available to it will preclude the non-defaulting party 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 City 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.

d. City's Right to Cure Default. In case of failure by Developer 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 City 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 Developer, and, in that event, the cost thereof shall be payable by Developer to the City 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.

f. Attorney Fees. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to collect the costs and expenses, including, but not limited to attorneys' fees and costs, incurred, whether the same were incurred before, during or in the enforcement of judgment or award resulting from, such legal proceeding. In any such action, the parties shall request that the presiding official make a specific finding as to which of the parties is the prevailing party.

g. Limitation of Damages. Under no circumstances will the City or its elected officials, officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to Developer 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 City reserves all rights to the immunity and damage limitations set forth in the Wisconsin Statutes, including in §893.80 thereof. Likewise, under no circumstances will the Developer or its officers, employees, agents, attorneys, insurers of any of the successors and assigns thereof be liable to the City or any elected official, 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.

K. Miscellaneous.

1. Termination of Agreement. Unless otherwise specifically provided, this Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement to terminate; (b) full payment of the financial incentives listed in Section D.1.; and (c) termination under Section B if the condition precedent is not met. Notwithstanding the foregoing, the provisions of Sections C.7 shall survive indefinitely.

2. Assignment. Except as set forth in Section K.3 below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which the City may withhold in its absolute discretion. Notwithstanding the foregoing, the Developer may assign this Agreement and all of Developer's rights and obligations hereunder to an Authorized Successor Entity (as defined in Section C.6, above) if that part of the Property to be used for Phase 1 is transferred in its entirety to such Authorized Successor Entity. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its sole discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement.

3. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of Phase 1 or subsequent phase(s) of the Project. Any such assignment shall be contingent upon, or become effective only following, the occurrence of an event of default by the Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer

hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

4. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

5. Exclusive Venue. The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.

6. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties.

7. Authority to Execute Agreement. Each of the individuals signing this Agreement represents and warrants to the other party that such individual has been duly authorized to execute this Agreement on behalf of the party they purport to represent.

8. Waiver. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

9. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made or imposed in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement. Any provision in this Agreement that has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but, unless expressly waived in writing, shall survive such transfer of possession and be in force and effect until performed.

10. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: Duquaine Development, Inc
Attention: Keith Duquaine
4329 Nicolet Drive
Green Bay, WI 54311
Email: keith@duquainedevelopment.biz

If to the City: City of Sturgeon Bay
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Mayor
Email: sbmayor@sturgeonbaywi.org

With a copy to: City of Sturgeon Bay Community Development Dept
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

With a copy to: Davis & Kuelthau
318 S. Washington St, Suite 300
Green Bay, WI 54301
Attention: James M. Kalny
Email: jkalny@dkattorneys.com

11. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

12. Severability. Any provision of this Agreement that is determined to be unenforceable shall be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement.

13. No Joint Venture. Nothing in this Agreement or any other documents executed pursuant to this Agreement, shall be construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer shall not make any assertion inconsistent with this paragraph.

14. Time of the Essence. Time is of the essence of each and every obligation or agreement contained in this Agreement.

15. Force Majeure. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions

of any other party in this Agreement, strikes, labor disputes, epidemic, pandemic, government restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency (each, a "Force Majeure Event"). The foregoing notwithstanding, extension of time under this Section K.15 shall not continue for a period of 90 days in the aggregate for all Force Majeure Events without the written consent of the other party, which consent shall not be unreasonably withheld.

16. Conveyance of Property. Under no circumstance shall the Property be conveyed to a non-profit organization or entity not required to pay real estate taxes.

17. Headings. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

18. No Construction Against Drafter. This Agreement is the product of negotiation between the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

19. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in Phase 1 or this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.

20. Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature pages follow]

WHEREFORE, the parties have signed this Development Agreement as of the date first written above.

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named David J. Ward the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

DUQUAINE DEVELOPMENT, INC

By: _____
Keith Duquaine, President

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Keith Duquaine, the President of Duquaine Development, Inc, a Wisconsin corporation, to me known to be the President of that corporation and the person who executed the foregoing agreement on behalf of that corporation by its authority.

Name: _____
Notary Public, State of _____
My Commission expires: _____

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301

Sawyer Drive

ENTRANCE DRIVE TO FOLLOW
EXISTING CONTOURS

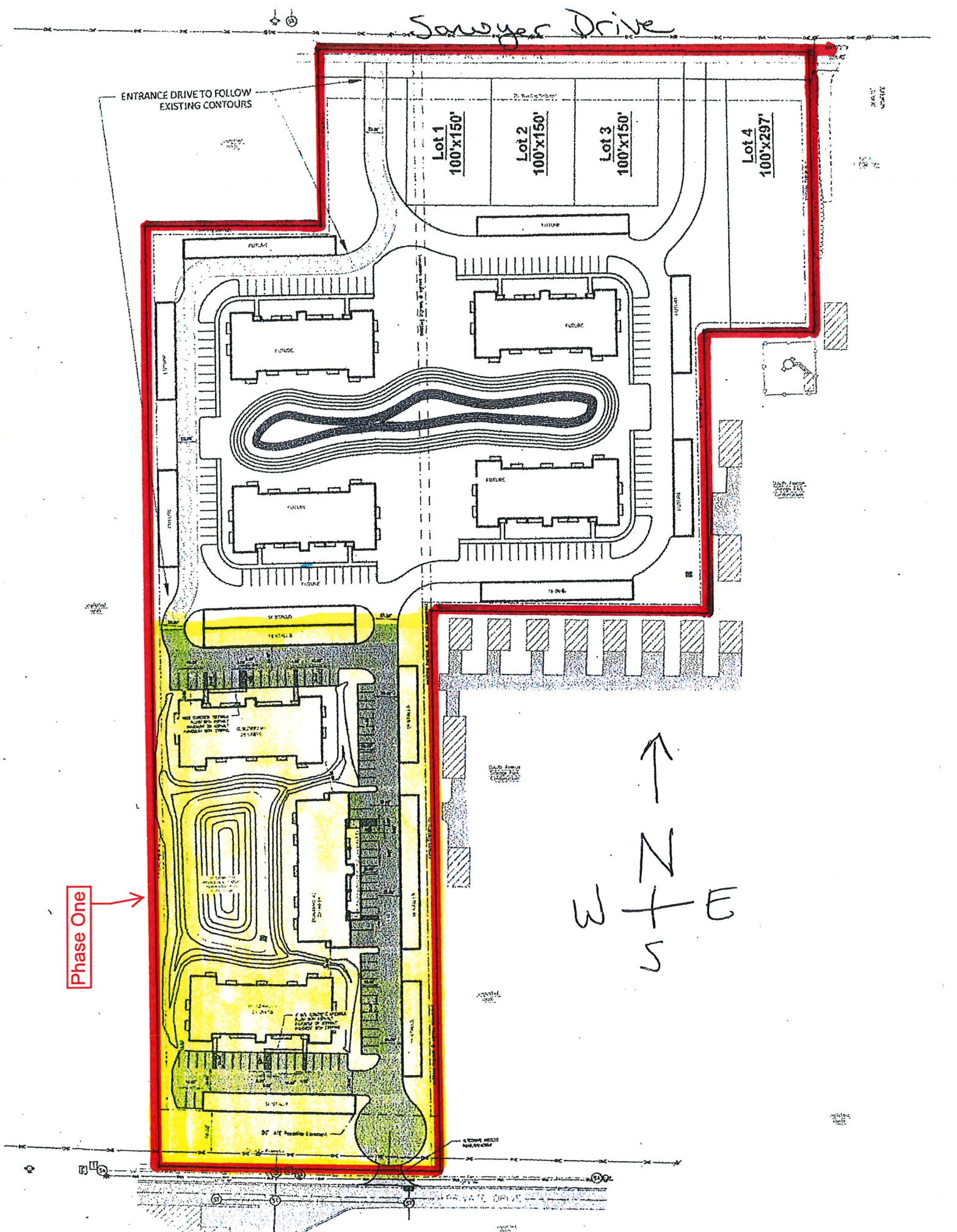
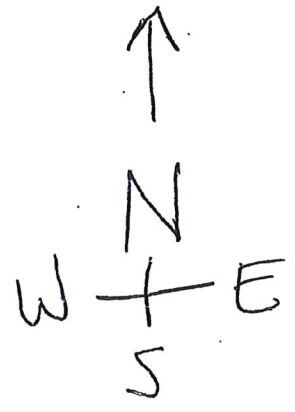
Lot 1
100'x150'

Lot 2
100'x150'

Lot 3
100'x150'

Lot 4
100'x297'

Phase One



6

6

STAFF REPORT

Title: Development Agreement for Premier SB Duluth Avenue, LLC

Background: Pre/3 Development proposed to construct 96 multiple-family dwellings immediately east of the Target store. The developer is now formally known as Premier SB Duluth Avenue, LLC.

The Common Council approved financial assistance for the proposed development in the form of a \$1.5 Million developer-financed TIF loan, whereby the tax increments paid on the new development are used to pay down the loan that the developer obtains. The tax incremental district (TID #7), which is necessary to implement the financial assistance, has now been approved. In addition, the Plan Commission has approved the conditional use permit for the project.

A development agreement that spells out the specifics of the financial assistance has been drafted and reviewed by the attorneys for both sides. This agreement includes the approved \$1.5 Million TIF assistance, but requires several obligations of the developer including minimum assessed value and milestones for the completion. The agreement also requires the developer to dedicate the northerly access driveway to the City as a public street, but only if requested by the City. It might be advantageous to the City some of that private access becomes a public street to allow property to the north to fully develop. The developer would not be assessed for any improvements to the potential public street, but the TID #7 Project Plan includes funding for that potential street.

Fiscal Impact: The \$1.5 Million in financial assistance is a developer-financed loan to be repaid by TID #7 increments. There is no outlay from the general fund. If the development does not fully occur and there is a shortfall in the tax increments generated from the development, the developer is responsible for the difference, not the City. Thus, the risk for the City is quite low. The development is expected to generate more tax increment than needed for the \$1.5 Million developer loan. That excess will be used for other projects identified in the TID #7 Project Plan such as park and street improvements in the area.

Recommendation: Approve the development agreement.

Prepared by:



Martin Olejniczak, Community Development Director

6-9-2022

Date

Reviewed by:

Val Clarizio, Finance Director

Date

Reviewed by:



Josh Van Lieshout, City Administrator

6/9/2022

Date

DEVELOPMENT AGREEMENT

This Development Agreement is made this ____ day of _____, 2022, between the CITY OF STURGEON BAY, WISCONSIN, a Wisconsin municipal corporation (the "City") and PREMIER SB DULUTH AVENUE, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

A. Developer is the owner of a 12.6-acre parcel located west of S. Duluth Avenue, more particularly described in Section a.1 below (the "Property").

B. Developer proposes to develop the Property into 96 apartment units (the "Project,") as defined in Section 2 below.

C. The City has determined it would be beneficial to the health, welfare and prosperity of its residents to provide financial assistance for the Project, in the form of payments or credits from Tax Increments generated by the increased value of the Property in accordance with this Agreement.

D. The City has commenced the process of creating a Tax Incremental Financing District (the "TID") encompassing the Property to, in part, provide for financing of the Project.

E. The City has determined the development and fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents and serve public purposes in accordance with State and local law, because the Project will provide needed housing, expand the City's tax base, and increase property tax revenues in Sturgeon Bay.

F. The City has determined that, but for the City's provision of financial assistance to Developer, the Project would not occur.

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

A. The Property and Project.

1. Legal Description of Project Site. The Property is legally described as follows:

Parcel 1

All of Lot One (1) and part of Lot Two (2), of Volume 4 Certified Survey Maps, Page 302, Map No. 812, recorded as Document No. 577103, being a part of the Southeast 1/4 of the Southeast 1/4 of Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East, in the City of Sturgeon Bay, Door County, Wisconsin, described as follows:

Commencing at the East Quarter (1/4) corner of said Section Twelve (12); Township Twenty-seven (27) North, Range Twenty-five (25) East; thence South, One Thousand Four

Hundred Sixty-seven and 17/100 (1467.17) feet along the east line of the Southeast Quarter (SE1/4) of said Section Twelve (12), said line also being the centerline of Duluth Avenue (C.T.H. "C"); thence South 89°56'21" West, One Hundred Ninety-nine and 88/100 (199.88) feet to the point of beginning of lands to be described; thence South Four Hundred Thirty-six and 59/100 (436.59) feet to the North line of a Thirty-three (33) foot easement as described in Volume 9, Page 480 of Quit Claim Deeds; thence North 88°07'50" West, Nine Hundred Sixty-three and 66/100 (963.66) feet along the North line of said easement, thence North 00°24'36" East, Five Hundred Eighty-eight and 26/100 (588.26) feet along the west line of the East Thirty-five (35) acres of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East; thence South 88°00'39" East, Eight Hundred Twenty-four and 20/100 (824.20) feet along the north line of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of said Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East; thence South 00°09'05" East, One Hundred Twenty-eight and 58/100 (128.58) feet; thence South 89°56'20" East, Eighty-four and 94/100 (84.94) feet; thence South 00°26'08" East, Twenty-five and 86/100 (25.86) feet thence North 89°56'21" East, Forty-nine and 76/100 (49.76) feet to the point of beginning; together with Ingress/Egress easement as contained in Quit Claim Deed dated 03/31/1917, recorded 04/04/1917, in Volume 9, Page 480, as Document No. 84105a.

For Informational Purposes Only:

Tax Parcel No. 2816612001605

Property Address: S. Duluth Avenue (Vacant Parcel), Sturgeon Bay, WI 54235

Parcel 2

Lot Two (2), Volume 4 Certified Survey Maps, Page 302, Map No. 812, recorded as Document No. 577103, being a part of the Southeast 1/4 of the Southeast 1/4 of Section Twelve (12), Township Twenty-seven (27) North, Range Twenty-five (25) East, in the Town of Nasewaupée, Door County Wisconsin, EXCEPTING THEREFROM those lands described in Annexation Ordinance recorded in Volume 736, Page 728 as Document No. 607138.

For Informational Purposes Only:

Tax Parcel No. 0200112272544G2

Property Address: 3155 S. Duluth Avenue (Vacant Parcel), Sturgeon Bay, WI 54235

2. Project Described. A multiple-family residence development of eight 12-unit buildings located on the Property and consisting of approximately 96 apartment units (each, a "Unit") The Units will have attached garages. The site will also include exterior parking areas and other site amenities.

B. Conditions Precedent.

1. Conditions Precedent Before Commencement of Project. The Developer may commence the Project only after the Parties have first fulfilled the following conditions that each party shall attempt to timely complete in good faith:

a. The Developer shall have obtained approval by the City of a conditional use or a planned unit development for the Project.

b. The Developer shall obtain a certificate of appropriateness from the Aesthetic Design and Site Plan Review Board under the procedures and requirements of section 20.43 of the Sturgeon Bay Zoning Code.

c. The City shall have created a TID commencing January 1, 2022, encompassing the Property.

2. Failure of Condition Precedent. Upon failure of any condition, this Agreement shall be null and void without liability or obligation to either party.

C. Developer's General Obligations.

1. Building Permits/Approvals. Developer is responsible to obtain, directly or through its agents, a building permit from the City and other permits or approvals required to construct the Project. Nothing in this Agreement shall be deemed prior authorization of City to issue permits or grant approvals.

2. Compliance with Laws. Developer shall cause the Project to be constructed in accordance with all applicable federal, State of Wisconsin, County of Door, and City of Sturgeon Bay laws, ordinances and regulations.

3. Financing. Developer shall obtain financing from a lender(s) or investor(s) of its choice for the construction of the Project (the "Project Financing"). The Project Financing may consist of one or more loans from one or more lenders. Developer may, but is not obligated to, obtain a portion of the Project Financing in the form of a separate loan in the amount of the Tax Increment Financing (as that term is defined in Section G.1, below) that may be secured by Developer's right under this Agreement to receive Tax Increment Financing payments from the City, such a separate loan is referred to herein as the "TIF-Backed Loan." Developer's right to receive the Tax Increment Financing payments on the terms and conditions set forth in this Agreement is not dependent on Developer obtaining a TIF-Backed Loan. The right to receive Tax Increment Financial payments is contingent upon Developer obtaining Project financing and completing the Project under the terms of this agreement. Developer shall not be in default beyond any applicable cure period on any loan agreement or any agreement providing security for the Project Financing. Proof of financing and equity contributions sufficient for the completion of the Project shall be delivered to the City,

4. Site Improvements. Developer shall complete all site improvements on the Property, including utilities, grading, stormwater management facilities, parking, and site

amenities such as lighting and landscaping reasonably required for the Project. Such installations shall be consistent with the approved plans.

5. Construction Schedule/Completion. Construction of the improvements to the Property shall be commenced promptly after issuance of all required permits. At least two buildings (24 units) shall be substantially complete by December 31, 2023, at least five buildings (60 units) shall be substantially complete by December 31, 2024, and all eight buildings (96 units) shall be substantially complete by December 31, 2025. Each building shall be deemed substantially complete at such time as an occupancy permit is issued for that building

6. Insurance. Developer shall obtain and maintain worker's compensation insurance in the amount required by law and automobile liability, builder's risk, and fire and casualty insurance coverage for the Project in amounts customarily provided in the industry considering the scope of the Project. Developer shall also obtain and maintain, general liability in the amount of 3,000,000.00. Certificate(s) of insurance shall be provided to the City prior to the commencement of construction of the project and thereafter upon request of the City.

7. General Construction Requirements. Developer shall abide by all of the following in the construction of the Project:

a. Compliance with Plans. Developer shall construct the Project in strict compliance with the Plans as approved by the City and any conditions imposed as part of the permitting and approval process of the State, the City or any other agency entitled to give approval.

b. Quality of Work. All work to be performed by Developer in and on the Property and the construction and maintenance of the Project shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for similar projects within the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances, and permits, and Developer shall at its sole cost and expense obtain and maintain all necessary permits and licenses for such work.

c. Access/Inspections. Developer shall allow representatives of the City reasonable access to the Property upon reasonable notice at all reasonable times during normal working hours for the purposes of reviewing compliance with this Agreement, including, but not limited to inspecting all work being performed in connection with this Agreement. The City recognizes that the Property will be an active construction site. Developer shall have no liability to the City for any injuries to its employees, agents or representatives occurring during any inspection, except in the case of negligence by the Developer.

d. Reports, Information and Inspections. During the period of construction, Developer shall provide the City with information reasonably requested by the City concerning the progress of the Project and any issues having a material effect on the Project. The City may also discuss the status of construction with Developer's general contractor and any subcontractor or material supplier for the Project.

e. Debris. Until the Project is finished, without the requirement of notice from the City, Developer shall keep the Project Site and adjoining streets clean and free of construction debris. If the City does give Developer notice of the need to clean up any debris identified by the City, Developer shall complete such clean up within 24 hours of receipt of the City's notice. Any debris not so removed or cleaned up with the 24-hour period may be removed or cleaned by the City at Developer's expense.

8. Changes to Project. Without City's prior written consent, Developer will not materially change the scope, budget or uses of the Project.

9. Minimum Assessed Value Guaranteed. The Project shall generate a minimum assessed value as follows:

- a. At least \$3,300,000 as of January 1, 2024.
- b. At least \$6,600,000 as of January 1, 2025.
- c. At least \$8,800,000 as of January 1, 2026 and thereafter

Beginning with the 2024 tax year, for any property tax year during the life of the TID, if the Project has a lower assessed value lower than required above, Developer shall pay to the City on or before January 31 of each year in addition to real estate taxes due on the Property, the amount of property tax owed on the difference between the required minimum assessed value and the actual assessed value. The intent of this provision is that the City shall be paid by developer at least the guaranteed level of real estate taxes for each year of this agreement.

10. Restrictions on Transfer.

a. General Restrictions on Transfer. Any transfer of ownership of a Building or a Unit by Developer shall be subject to the City's written consent, which the City may withhold in its absolute discretion.

a. No Transfer to Tax Exempt Entity. Developer shall not sell or otherwise convey any portion of the Property to a non-profit or tax-exempt organization.

b. Exceptions to Transfer Restrictions. Restriction C.10(a) above does not preclude the creation of a mortgage, encumbrance or voluntary lien upon the Property for the purpose of financing or refinancing the construction of buildings consistent with the terms of this Agreement.

11. Dedication of Street Right-of-Way. If requested by the City, Developer will dedicate right-of-way to the City for a public street along some or all of the northern portion of the Property. The right-of-way will generally follow the existing private access driveway and the dedication will not exceed 60 feet in width, unless a wider right-of-way is mutually agreed upon. If such dedication is requested, the dedicated area will be conveyed to the City in an "as is" condition. Developer will have no obligation to improve the dedicated area or to bring the area

into compliance with City standards. Any improvement to the dedicated street right-of-way shall be at the City's sole cost and expense. The City shall not assess the Property or the Developer for the cost of any such improvements.

12. Cooperation. Developer will fully cooperate with the City in the performance of its obligations under this Agreement.

D. City's General Obligations.

The City commits to the following:

1. Financial Incentive. As an inducement to complete the Project, the City will provide Tax Increment Financing to Developer as described in Section G.

2. Permits and Licenses. The City will cooperate in good faith with respect to all permits necessary for completion of the Project.

3. Cooperation. The City will reasonably cooperate with Developer in the performance of its obligations under this Agreement.

E. Representations and Warranties and Covenants of Developer.

1. Covenants: Developer represents and warrants to and covenants with the City as follows:

a. Taxes. Developer has paid, and will pay, all federal, state and local taxes prior to such taxes becoming delinquent, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

b. Payment of Contractors and Material Suppliers. Developer will comply with Developer's payment obligations for work performed and materials furnished for the Project

c. Statements and Information True. No statement of fact by Developer contained in this Agreement and no statement of fact or other information furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made. The parties acknowledge and agree that this Section E.1.c shall not apply or pertain to statements of fact made by third-parties or other information developed or provided by third-parties, even though Developer may have furnished such statements or information to the City, including, but not limited to, statements or information provided by Developer's lender, engineer, architect, contractors, or environmental engineers, provided Developer was not aware of the inaccuracy or misleading information at the time the information is provided to the City.

d. No Default. No default, or event that, with the giving of notice or lapse of time or both would be a default, exists under this Agreement by Developer, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project. Developer shall promptly report any material default of Developer or any contractor in its obligations under any construction contract if such default would have a substantial adverse effect on the Project.

e. Compliance with Laws. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances pertaining to the Property.

f. Compliance with Standards and Plans. Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not materially alter the Site Plan or building plan for the Project previously approved by the City without the prior written consent of the City.

g. Changes to Project. Developer will not, without City's prior written consent, materially change the scope or budget of the Project or the uses of the Project.

h. Permits and Approvals. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority in connection with Developer's development, construction, management and operation of the Project.

2. Developer Represents and Warrants to the City:

a. Accuracy of Documents. All copies of documents, contracts and agreements pertaining to the Project which Developer has furnished to the City are true and correct copies, in all material respects, of such documents, contracts and agreements.

b. Developer Status. Developer represents and warrants that (i) it is a for profit entity, duly formed and validly existing under the laws of the State of Wisconsin and has the power and has or will have (as set forth herein) all necessary licenses, permits and franchises to own its assets and properties and to carry on its business and (ii) it is duly qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

c. Authority. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of

equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

d. No Violations. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

e. No Litigation. No litigation or proceeding pending or threatened against or affecting Developer that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

3. The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

F. Representations and Warranties and Covenants of City. The City hereby warrants and represents to the Developer that:

1. Authority. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby.

2. Binding Nature. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the City Common Council.

3. No Litigation. There is no litigation or proceeding pending or threatened against or affecting the City or the Project that would adversely affect (i) the Project or Developer, (ii) the enforceability of this Agreement, (iii) the ability of Developer to complete the Project, or (iv) the ability of Developer or the City to perform its respective obligations under this Agreement.

G. Taxation and Tax Increment.

1. Tax Increments to Offset Developer Costs. Developer has requested and the City has agreed to make available to Developer an amount not to exceed \$1,500,000.00 to be paid by the City to Developer on the terms and conditions set forth in this Agreement (the "Tax Increment

Financing") for the costs related to the development of the Project, including construction costs, engineering costs, architect fees, and legal fees (collectively, the "Developer's Project Costs").

2. Developer Obligation to Add Tax Base. The Tax Increment Financing paid to the Developer is based upon and limited by the tax increment added to the Property in the form of increased assessed property value. The assessed value of the Property as of the date of this Agreement is \$143,000.00 (the "Assessed Value Base"). The estimated assessed value of the Property upon completion of the Project is \$8,800,000.00. The assessed value of the Property, and therefore the Tax Increment payable to Developer toward the Tax Increment Financing under this Agreement (as defined in Section G.3, below), may fluctuate.

3. Portion of Tax Increment to be Paid to Developer. Commencing February 1, 2023 through the Termination Date (defined in Section G.6, below), 70% of Tax Increment, which is the real property tax generated and collected from the difference between the Assessed Value Base and the then current assessed value of the Property, shall be paid to Developer at such times and in accordance with the terms of this Agreement so long as Developer is not delinquent in payment of property taxes with respect to the Property.

4. Payment of Tax Increment. The Tax Increment collected upon the Property to be paid to Developer shall be tracked in a Special Loan Repayment Account. The Special Loan Repayment Account shall be used exclusively to pay Developer the Tax Increment Financing plus an amount equal to 5% of the unpaid portion of the Tax Increment Financing calculated on an annual basis (the "Deferred Portion of TIF"). Provided Developer is not in Default of any of its obligations under this Agreement, each year, within 21 days after deposit of real estate taxes by Door County into the City's account the City will pay to Developer the entire amount then held in the Special Loan Repayment Account. Developer will use such payments solely to reimburse itself for the Developer's Project Costs incurred subject to this Agreement.

5. Developer Responsible for Shortfall. The payment to Developer pursuant to Section G.4, above, shall never exceed 70% of the annual collected Tax Increment generated from the Property as paid into the Special Loan Repayment Account. Developer assumes full financial responsibility for any shortfall arising from the difference between the annual collected Tax Increment and the balance, if any, in the Special Loan Repayment Account to be paid to Developer and Developer's annual payments under the TIF-Backed Loan, if any, and any other component of the Project Financing.

6. Cessation of Payments. All payment obligations from the City to Developer shall cease and be considered satisfied in full upon the expiration of the TIF or at such time as the City has paid the Tax Increment Financing and the Deferred Portion of TIF, whichever first occurs (the "Termination Date"). Any excess funds remaining in the Special Loan Repayment Account after the payoff of the Tax Increment Financing and the Deferred Portion of TIF shall be retained by the City. If Developer refinances or pre-pays a TIF-Backed Loan (or any other component of the Project Financing), then the City's obligation to make payments of the Tax Increment Financing to Developer, as and to the extent provided in this Section G, shall continue until the Termination Date.

7. TID to Remain Open. The City shall take no action to dissolve the TID prior to its statutory expiration unless the accumulation of funds paid through or contained in the Special Loan Repayment Account are sufficient to cover the payment in full of Tax Increment Financing and the Deferred Portion of TIF.

8. Tax-Exempt Covenant. Developer shall not sell, lease, assign or otherwise convey any real property interest in the Project or the Property to a person or entity exempt from general property taxation or in a manner that would cause all or any portion of the Project or the Property to be exempt from general property taxation unless the person or entity acquiring such real property interest enters into an agreement with the City obligating such person or entity to make a payment in lieu of taxes each year to the City in the amount of the property tax last levied on the property to be conveyed as of the date of conveyance by the Developer to such person or entity (the "Tax-Exempt Covenant"). The Tax-Exempt Covenant shall run with the land and will bind all current and subsequent owners in title to the Property. If a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated, then, for the period of time the Tax-Exempt Covenant would have been in force that all or any portion of the Project or the Property is exempt from general property taxation, Developer shall make a payment in lieu of taxes to the City as required from time to time by the City. The terms of the Tax-Exempt Covenant shall survive the completion of the Project and the termination of this Agreement.

H. Indemnification.

1. Indemnification Obligations.

a. Of Developer. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, Developer (the "Indemnifying Party"), shall indemnify, hold harmless and defend the City, its council members, officers, employees, contractors, agents, insurers and attorneys (each an "Indemnified Party," and, together, the "Indemnified Parties") from and against any and all third-party liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like ("Third Party Claims"), but excluding any Third Party Claims that relate to the City's acts or omissions related to the creation of the TIF District, the approval and subsequent payment of the Tax Increment Financing and the Deferred Portion of TIF, or a breach by the City of the City's representations, warranties, and covenants set forth in this Agreement, to whomsoever owed and by whomsoever and whenever brought or obtained, to the extent such Third Party Claims relate to, or arise in the course of, any act or failure to act by Developer in connection with its development of the Project or otherwise related to Developer's obligations under this Agreement.

b. Of City. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement, or any documents incorporated herein by reference, the City (the "Indemnifying Party"), shall indemnify, hold harmless and defend Developer, its members, officers, employees, contractors, agents, insurers and attorneys (each an "Indemnified Party," and, together, the "Indemnified Parties") from and against Third Party Claims related to the creation of the TIF District, the approval and subsequent payment of the Tax Increment Financing and the Deferred Portion of TIF, or a breach by

the City of the City's representations, warranties, and covenants set forth in this Agreement to whomsoever owed and by whomsoever and whenever brought or obtained, to the extent such Third Party Claims relate to, or arise in the course of, any act or failure to act by the City in connection with those matter provided in this sentence. The City's duty to defend shall be limited to the forgoing. All other Third Party Claims including but not limited to those that relate to Developer's development, construction, and operation of the Project, Developer's obligations under the Project Financing, or a breach by Developer of Developer's representations, warranties, and covenants set forth in this Agreement, or otherwise related to the Developer's obligations under this Agreement.

2. Indemnification Procedures. In the case of Third Party Claims with respect to which indemnification is sought, the Indemnified Party shall give prompt notice to the Indemnifying Party of any such Third Party Claim made upon it. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent such delay prejudiced the defense of the Third Party Claim or increased the amount of liability or cost of defense.

3. Assumption of Defense. Unless (i) the Indemnifying Party is also a party to such Third Party Claim and the Indemnified Party determines that joint representation would be inappropriate, or (ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Party of the Indemnifying Party's financial capacity to defend such Third Party Claim and provide indemnification with respect to such Third Party Claim, the Indemnifying Party, by notice to the Indemnified Party given not later than 10 days after receipt of the notice of Third Party Claim, shall 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 the Indemnifying Party acknowledges in writing its obligation to (x) not settle any Third Party Claim where such settlement of the Third Party Claim would have a material adverse effect on the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld and (y) indemnify the Indemnified Party in accordance with the terms contained in this section in respect of the Third Party Claim.

4. Pursuit of Defense/Cooperation/Legal Fees. Upon the assumption of control of any Third Party Claim by the Indemnifying Party as set out in Section H.3, above, the Indemnifying Party 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 Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defense. The Indemnifying Party's obligation to indemnify and defend under this Section H shall terminate with respect to any Third Party Claim if the Indemnified Party fails to cooperate as set forth in the preceding sentence. The 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 Indemnified Party shall not settle any Third Party Claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld.

5. Failure of Indemnifying Party to Assume Defense. If the Indemnifying Party does not assume control of a Third Party Claim as permitted in Section H.3, above, the 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 the Indemnifying Party.

I. Default.

1. Events of Default. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

a. Failures under this Agreement. Developer or the City (the "Defaulting Party") fails to timely perform or observe any of its covenants or obligations (other than as set forth in Section I.1.c, below) under this Agreement, and such failure continues for 30 days following notice thereof from the non-Defaulting Party to the Defaulting Party (or such longer period of time as is necessary to cure such failure as long as (i) the Defaulting Party has commenced the cure of such failure within the 30-day period, (ii) the Defaulting Party is diligently pursuing the cure of such failure, and (iii) the failure is cured not later than 90 days following the notice thereof from the non-Defaulting Party);

b. Insurance and Dangerous Conditions. Section I.1.a, above, notwithstanding, if Developer fails to keep required insurance in force or if Developer's failure to perform or observe any of its covenants or obligations results, or threatens to result, in imminent harm to persons or property, the cure period will be two business days following notice thereof from City to Developer, or such longer period of time as is necessary to cure such condition as long as (i) Developer has commenced the cure of such condition within such 2-business day period, (ii) Developer is diligently pursuing the cure of such condition, and (iii) the condition is cured not later than 30 days following the notice thereof from the City, except where Developer is prevented from curing such condition due to matters beyond Developer's reasonable control. During such cure period Developer shall cease all operations upon the Property except those operations dedicated to curing such condition and those necessary to protect and or preserve the Property or Project; or

c. Insolvency. Developer: (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 general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his 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 Developer 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 its/his appointment; or (vi) adopts a plan of complete liquidation of its assets; or

d. Cessation of Existence. Developer is dissolved.

e. Default Under Loan Documents. A default occurs on any indebtedness of or loan to Developer or any agreement providing security for such indebtedness.

2. Remedies.

a. Available Remedies. Upon the occurrence of any Default, without further notice, demand or action of any kind by the non-Defaulting Party, the non-Defaulting Party may pursue any or all of the rights and remedies available to the non-Defaulting Party at law and/or in equity and/or under this Agreement against the Defaulting Party, including without limitation, the right to damages caused by any such Default and the right to specific performance against the Defaulting Party. In addition, the Defaulting Party shall have the right to suspend performance of any of its obligations or covenants under this Agreement, including, without limitation, the City's obligation to make payments to Developer if Developer is the Defaulting Party.

b. Remedies Cumulative. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity.

c. No Waiver. No failure or delay on the part the non-Defaulting Party 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.

d. City's Right to Cure Default. In case of failure by Developer 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 City 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 Developer, and, in that event, the cost thereof shall be payable by Developer to the City 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.

f. Attorney Fees. In any legal proceeding to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to collect the costs and expenses, including, but not limited to attorneys' fees and costs, incurred, whether the same were incurred before, during or in the enforcement of judgment or award resulting from, such

legal proceeding. In any such action, the parties shall request that the presiding official make a specific finding as to which of the parties is the prevailing party.

J. Miscellaneous.

1. Termination of Agreement. This Agreement shall terminate upon the occurrence of the earlier of: (a) the parties signing an agreement of termination; (b) full payment of the Tax Increment Financing and the Deferred Portion of TIF; (c) termination of the TID; and (d) termination under Section B.2.

2. Nondiscrimination. In the performance of improvements under this Agreement, the Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the improvements shall comply with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Developer to comply with this provision shall be borne by Developer.

3. Assignment. Except as set forth in Section J.4, below, Developer may not assign this Agreement or any of its rights under it without prior written consent of the City, which consent shall not be unreasonably withheld. Any permitted assignment shall be bound by all of the provisions of this Agreement. Nothing shall prevent Developer from establishing an operating entity for the purpose of constructing improvements to or operating the facility, provided Developer first provides the City with evidence satisfactory to the City in its reasonable discretion, of the ability, including financial ability, of such entity to timely and fully perform all of Developer's obligations and covenants under this Agreement. Any such entity shall construct the improvements and operate the facility in accordance with all provisions of this Agreement. Nothing in this Agreement shall be construed as prohibiting or restricting Developer from leasing all or a portion of the Property to one or more third parties after substantial completion of the Project provided Developer remains obligated under this Agreement and any such tenants are obligated to operate in accordance with the provisions of this Agreement.

4. Collateral Assignment. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction, development, or operation of the Project. Any such assignment shall be contingent upon, or become effective only following, an event of default Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Default by Developer hereunder. Any such assignment shall include the right to receive payments from the City of the Tax Increment Financing and the Deferred Portion of TIF only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

5. Governing Law. This Agreement has been entered into and will be governed by the laws of the State of Wisconsin, without regard to conflict of laws principles.

6. Exclusive Venue. The exclusive venue for any legal proceeding involving the interpretation or enforcement of this Agreement shall be the circuit court for Door County, Wisconsin, the parties acknowledging that the exclusive venue is the most convenient and appropriate venue or all possible venues.

7. Modifications. No modifications to this Agreement shall be made except in writing signed by the parties.

8. Authority to Execute Agreement. Each of the individuals signing this Agreement represents and warrants to the other party that such individual has been duly authorized to execute this Agreement on behalf of the party they purport to represent.

9. Waiver. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing.

10. Survival. All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement or in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

11. Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission by e-mail, provided (a) the sender does not receive a transmission failure message and (b) if the email is sent after 5:00 p.m. Central Time, it shall be deemed received on the next business day, i.e., a day on which the City is open for business. Each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other of a change of address:

If to Developer: Premier SB Duluth Avenue, LLC
Attn: Calvin M. Akin
3120 Gateway Road
Brookfield, WI 53045

Email: cal@pre-3.com

With a copy to: Joe A. Goldberger
North Shore Legal
13460 N. Silver Fox Drive
Mequon, WI 53097
Email: jagoldberger@nslalaw.com

If to the City: City of Sturgeon Bay
421 Michigan Street

Sturgeon Bay, WI 54235
Attn: Mayor
Email: sbmayor@sturgeonbaywi.org

With a copy to: City of Sturgeon Bay Community Development Dept
421 Michigan Street
Sturgeon Bay, WI 54235
Attn: Marty Olejniczak
Email: molejniczak@sturgeonbaywi.org

With a copy to: Davis & Kuelthau
318 S. Washington St, Suite 300
Green Bay, WI 54301
Attention: James M. Kalny
Email: jkalny@dkattorneys.com

12. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

13. Severability. Any provision of this Agreement that is determined to be unenforceable shall be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement.

14. No Joint Venture. Nothing in this Agreement or any other documents executed pursuant to this Agreement, shall be construed as creating a partnership or joint venture between the City and Developer or between the City and any other person, or cause the City to be responsible in any way for the debts or obligations of Developer or any other person. Developer shall not make any assertion inconsistent with this paragraph.

15. Time of the Essence. Time is of the essence of each and every obligation or agreement contained in this Agreement.

16. Force Majeure. If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, pandemic, epidemic, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

17. Headings. The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

18. No Construction Against Drafter. This Agreement is the product of negotiation between the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

19. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the Project or this Agreement. No official or employee of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or Developer's successors under this Agreement.

20. Counterparts and Signatures. This Agreement may be signed in counterparts. Except as may be required for purposes of recording, photocopied, electronic and facsimile signatures shall have the same effect as original signatures.

[Signature pages follow]

WHEREFORE, the parties have signed this Development Agreement as of the date first written above.

CITY OF STURGEON BAY, WISCONSIN

By: _____
David J. Ward, Mayor

Attest: _____
Stephanie L. Reinhardt, City Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named David J. Ward the Mayor of the City of Sturgeon Bay, Wisconsin, to me known to be the mayor of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Stephanie L. Reinhardt, the Clerk of the City of Sturgeon Bay, Wisconsin, to me known to be the clerk of that city and the person who executed the foregoing agreement on behalf of the City and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

Second signature page to Development Agreement

**PREMIER SB DULUTH AVENUE, LLC, a
Wisconsin limited liability company**

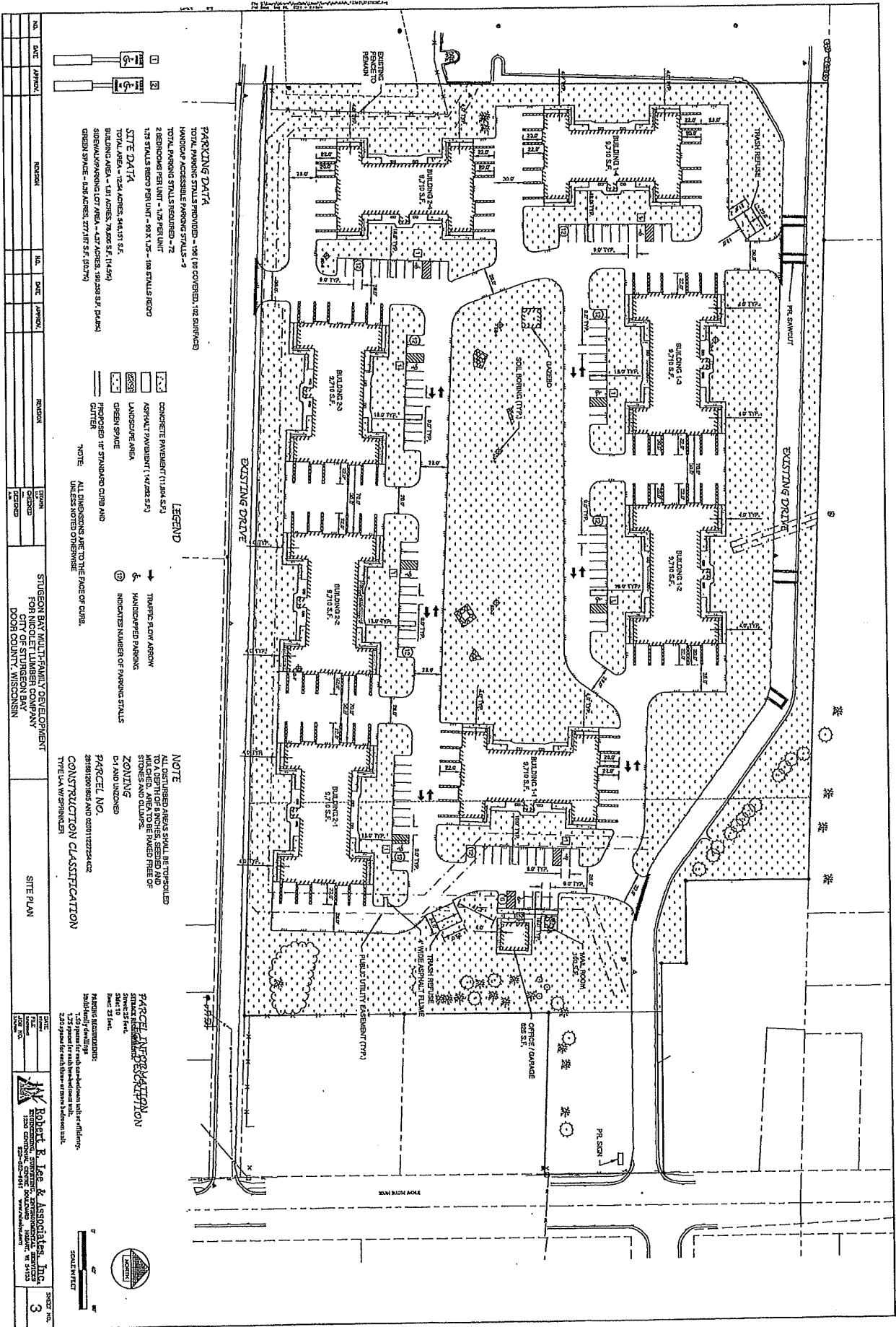
By: _____
Calvin M. Akin, Sole Member

STATE OF WISCONSIN)
)ss.
WAUKESHA COUNTY)

Personally appeared before me this ____ day of _____, 2022, the above-named Calvin M. Akin, the Sole Member of PREMIER SB DULUTH AVENUE, LLC, a Wisconsin limited liability company, to me known to be the Sole Member of that limited liability company and the person who executed the foregoing agreement on behalf of that limited liability company by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:
Attorney James M. Kalny
Davis & Kuelthau, s.c.
318 S. Washington Street, Suite 300
Green Bay, WI 54301



DATE: 06/10/1922
TIME: 10:09:57
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/21/2022

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
GENERAL FUND				
REVENUE				
R0001737	CINNAMON PHILLIPS	SHELTER RESERVE RFND/C PHILLIP	01-000-000-46300	70.00
R0001737		SHELTER RESERVE RFND/C PHILLIP	01-000-000-24214	3.50
R0001737		SHELTER RESERVE RFND/C PHILLIP	01-000-000-24215	0.35
TOTAL REVENUE				73.85
RUBBER TIRE LOADER				
13750	MOODY'S INVESTORS SERVICE	PROFESSIONAL SERVICES	01-000-909-70002	14,000.00
QUARLES	QUARLES & BRADY, LLP	GO FROM NOTE 6.6.22	01-000-909-70002	11,000.00
QUARLES		GO FROM NOTE 6.6.22	01-000-909-70002	7,150.00
TOTAL RUBBER TIRE LOADER				32,150.00
TOTAL GENERAL FUND				32,223.85
MAYOR				
EMMONS	EMMONS BUSINESS INTERIORS	DESK CHAIR	01-100-000-54999	521.47
TOTAL				521.47
TOTAL MAYOR				521.47
CITY COUNCIL				
03133	CELLCOM WISCONSIN RSA 10	05/22 3 ALDER CELLPHONES	01-105-000-58999	98.48
TOTAL				98.48
TOTAL CITY COUNCIL				98.48
LAW/LEGAL				
03950	DAVIS KUELTHAU	04/22 GENERAL LEGAL MATTERS	01-110-000-55010	1,476.00
03950		04/22 CONTRACT/DEV AGREE MTTRS	01-110-000-55010	1,638.00
03950		04/22 RUENGER PROP ACQUISITION	01-110-000-55010	1,378.00
03950		04/22 DEV AGREE/PURCHASE	01-110-000-55010	2,652.00
03950		04/22 DUQUAINE ANNEXATION	01-110-000-55010	520.00
TOTAL				7,664.00
TOTAL LAW/LEGAL				7,664.00
CITY CLERK-TREASURER				
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	PENS/CLIPS/DIVIDERS	01-115-000-51950	38.91
USBANK	US BANK	HOTEL/CLARIZIO	01-115-000-55600	250.00
USBANK		WMCA MEMBER RENEW/REINHARDT	01-115-000-56000	65.00
TOTAL				353.91
TOTAL CITY CLERK-TREASURER				353.91

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
ADMINISTRATION				
17700	QUILL CORPORATION	DRY ERASE MARKERS	01-120-000-51950	15.79
17700		NOTECARDS	01-120-000-56650	33.99
USBANK	US BANK	FRAMING DCMC RECOGNITION DOC	01-120-000-56650	107.00
USBANK		UTENSILS/DISHSOAP	01-120-000-51950	4.21
USBANK		ADHESIVE TABS	01-120-000-51950	18.99
USBANK		2 BOXES PENS	01-120-000-51950	78.94
USBANK		CMA MEMBERSHIP RENEWAL	01-120-000-56000	864.00
USBANK		MEAL EXPENSE	01-120-000-55600	69.14
TOTAL				1,192.06
TOTAL ADMINISTRATION				1,192.06
COMPUTER				
USBANK	US BANK	ZOOM	01-125-000-55550	63.99
TOTAL				63.99
TOTAL COMPUTER				63.99
BUILDING/ZONING CODE ENFORCEMENT				
23617	DATCP	WEIGHTS AND MEASURES	01-140-000-58700	6,400.00
DCI	DOOR COUNTY INSPECTIONS, LLC	05/22 BUILDING PERMITS	01-140-000-55010	14,567.83
TOTAL				20,967.83
TOTAL BUILDING/ZONING CODE ENFORCEMENT				20,967.83
MUNICIPAL SERVICES ADMIN.				
USBANK	US BANK	SUNSCREEN	01-145-000-55605	14.73
TOTAL				14.73
TOTAL MUNICIPAL SERVICES ADMIN.				14.73
PUBLIC WORKS ADMINISTRATION				
17700	QUILL CORPORATION	PUSHPIN PACKS	01-150-000-51950	19.20
17700		ASSORTED OFFICE SUPPLIES	01-150-000-51950	118.73
USBANK	US BANK	FILE HOLDER	01-150-000-54999	54.79
TOTAL				192.72
TOTAL PUBLIC WORKS ADMINISTRATION				192.72
ELECTIONS DEPARTMENT				
USBANK	US BANK	POLLWORK MEALS	01-155-000-54999	139.23

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GENERAL FUND				
USBANK		CREDIT RETURN STORAGE BINS	01-155-000-54999	-148.68
USBANK		CREDIT RETURN STORAGE BINS	01-155-000-54999	-148.68
TOTAL				-158.13
TOTAL ELECTIONS DEPARTMENT				-158.13
CITY HALL				
KONE	KONE INC.	ANNUAL ELEVATOR MAINT #75	01-160-000-58999	3,133.27
KONE		ANNUAL ELEVATOR MAINT # 76	01-160-000-58999	3,133.27
VIKING	VIKING ELECTRIC SUPPLY, INC	LED LAMPS	01-160-000-54999	74.48
TOTAL				6,341.02
TOTAL CITY HALL				6,341.02
INSURANCE				
MCCLONE	MCCLONE AGENCY, INC	07/22 WORK COMP	01-165-000-58750	11,063.00
MCCLONE		07/22 GEN LIAB	01-165-000-56400	2,661.00
MCCLONE		07/22 POLICE LIAB	01-165-000-57150	1,424.00
MCCLONE		07/22 PUBLIC OFFCL LIAB	01-165-000-57400	2,263.00
MCCLONE		07/22 CYBER LIAB	01-165-000-55450	322.00
MCCLONE		07/22 AUTO LIAB	01-165-000-55200	1,564.00
MCCLONE		07/22 AUTO PHYSICAL LIAB	01-165-000-55200	2,404.00
TOTAL				21,701.00
TOTAL INSURANCE				21,701.00
GENERAL EXPENDITURES				
APEX	APEX SAFETY AND COMPLIANCE LLC	SAFETY TRAINING	01-199-000-55605	3,575.00
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	8 CASES COPY PAPER	01-199-000-55650	357.76
PULSE	PENINSULA PULSE	05/22 PUBLICATIONS	01-199-000-57450	4,230.61
USBANK	US BANK	WEB DOMAIN RENEWAL	01-199-000-51100	42.34
TOTAL				8,205.71
TOTAL GENERAL EXPENDITURES				8,205.71
POLICE DEPARTMENT				
04150	DEJARDIN CLEANERS LLC	UNIFORM LAUNDER/BRINKMAN	01-200-000-56800	8.75
04150		UNIFORM LAUNDER/BRINKMAN	01-200-000-56800	8.75
USBANK	US BANK	2022 SPRING SHOOT/BRINKMAN	01-200-000-55600	20.96
TOTAL				38.46
TOTAL POLICE DEPARTMENT				38.46

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
PATROL BOAT				
PATROL BOAT				
02206	BAY MARINE	PATROL BOAT FUEL	01-205-000-51650	332.14
TOTAL PATROL BOAT				332.14
TOTAL PATROL BOAT				332.14
POLICE DEPARTMENT/PATROL				
01766	AURORA MEDICAL GROUP	EMPLOY DRUG SCREEN/CSO ANNOYE	01-215-000-57100	239.00
02005	BAY ELECTRONICS, INC.	CSO SQUAD RADIO REPAIR	01-215-000-57550	52.50
04575	DOOR COUNTY HARDWARE	PAINT/TRAILER	01-215-000-54999	32.96
21450	THE UNIFORM SHOPPE	BRASS/NAMEPLATE-JAGIELSKI	01-215-000-52900	43.90
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	SQUAD 60 MAINTENANCE	01-215-000-58600	136.43
JIM FORD		SQUAD 50 MAINTENANCE	01-215-000-58600	54.66
JIM FORD		SQUAD 80 MAINTENANCE	01-215-000-58600	54.66
JIM FORD		INVEST VEHICLE MAINTENANCE	01-215-000-58600	21.00
JIM FORD		SQUAD 40 MAINTENANCE	01-215-000-58600	54.66
JOSE	ERIC JOSE	TRAINING MEAL REIMBURSE/JOSE	01-215-000-55600	38.00
USBANK	US BANK	GLOVES/DIVE TEAM	01-215-000-54999	90.00
USBANK		MEAL EXPENSE/HENRY	01-215-000-54999	13.48
USBANK		TRAINING REGISTRATION/DEIBELE	01-215-000-55600	375.00
USBANK		RADIO EAR PIECES	01-215-000-57550	142.81
USBANK		FUEL	01-215-000-51650	66.14
USBANK		LODGING/DEIBELE	01-215-000-55600	108.96
USBANK		CREDIT LODGING SALES TAX	01-215-000-55600	-12.96
TOTAL				1,511.20
TOTAL POLICE DEPARTMENT/PATROL				1,511.20
POLICE DEPT. / INVESTIGATIONS				
04652	DOOR COUNTY SHERIFFS DEPT	CELLEBRITE DIGITAL SUBSCRIPTN	01-225-000-58999	500.00
DASH	DASH MEDICAL GLOVES, INC	MEDICAL GLOVES	01-225-000-57950	246.26
USBANK	US BANK	EVIDENCE COLLECTION SUPPLIES	01-225-000-51500	297.38
USBANK		MISC DIVE EQUIPMENT	01-225-000-57950	318.70
TOTAL				1,362.34
TOTAL POLICE DEPT. / INVESTIGATIONS				1,362.34
FIRE DEPARTMENT				
FIRE DEPARTMENT				
02005	BAY ELECTRONICS, INC.	RADIO REPAIR-STATION	01-250-000-57550	105.00
04575	DOOR COUNTY HARDWARE	LEG TIP CLN RND	01-250-000-54999	3.59
04575		ADJUSTABLE BUCKLE	01-250-000-54999	7.18
04575		SPRAYPAINT	01-250-000-54999	5.99
04575		MINERAL SPIRITS/WIPING RAGS	01-250-000-54999	43.97
04575		MOUNTING TAPE	01-250-000-54999	13.99
04575		SWITCH COMBO/COUPLE HOSE	01-250-000-54999	20.58
04575		COTTON FLAG/FLAG STICK	01-250-000-54999	47.38
15890	PACK AND SHIP PLUS	SHIPPING-HEADSET	01-250-000-54999	24.44
18448	RENNERTS FIRE EQUIP SER INC	E707 SUSPENSION	01-250-000-53000	4,741.02

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GENERAL FUND				
FIRE DEPARTMENT				
FIRE DEPARTMENT				
18448		T721 GAUGE REPLACEMENT	01-250-000-53000	86.62
20725	T R COCHART TIRE CENTER	CH701 TIRE REPAIR	01-250-000-53000	30.00
23897	W.S. DARLEY & CO.	HYDRANT ADAPTER 5X4.5	01-250-000-51350	526.66
JIM FORD	JIM OLSON FORD-LINCOLN, LLC	CH701 SOLENOID/RELAY	01-250-000-53000	98.40
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	BRAKE FLUID/CLEANER/MSTR CYL	01-250-000-53000	125.39
O'REILLY		BLEEDEER KIT	01-250-000-53000	15.68
O'REILLY		MOTOR OIL	01-250-000-53000	69.96
O'REILLY		BLUE DEF	01-250-000-53000	17.99
O'REILLY		ANTIFREEZE	01-250-000-53000	75.96
O'REILLY		CREDIT RETURN	01-250-000-53000	-15.68
O'REILLY		DEF	01-250-000-53000	16.99
O'REILLY		DEF	01-250-000-53000	16.99
PAULCONW	PAUL CONWAY SHIELDS	CALIBRATION GAS	01-250-000-54999	195.00
POMPS	POMP'S TIRE SERVICE. INC	E707 ALIGNMENT	01-250-000-53000	331.00
PORT	WEST MARINE PRODUCTS INC	M731 PARTS	01-250-000-53000	86.46
TRUCK CO	TRUCK COUNTRY OF WISCONSIN	E707 ENGINE DIAGNOSE	01-250-000-53000	816.26
USBANK	US BANK	AAA BATTERIES	01-250-000-54999	116.43
USBANK		LIFE SAVING AWARDS	01-250-000-52250	359.00
USBANK		FUEL	01-250-000-51650	111.04
USBANK		REHAB	01-250-000-54999	168.00
USBANK		LARGE ROLL TOWELING	01-250-000-54999	514.26
USBANK		DOOR REPAIR/EAST SIDE FIRE	01-250-000-54999	124.34
USBANK		UNIFORM PANTS	01-250-000-52900	183.37
USBANK		SAFETY GLASSES	01-250-000-52350	52.40
USBANK		TRAILER DOOR LATCH	01-250-000-53000	22.14
TOTAL FIRE DEPARTMENT				9,157.80
TOTAL FIRE DEPARTMENT				9,157.80
STORM SEWERS				
10750	PREMIER CONCRETE INC	CONCRETE	01-300-000-51150	1,274.40
10750		MEM DR. STORM PIPE	01-300-000-51150	892.00
TOTAL				2,166.40
TOTAL STORM SEWERS				2,166.40
LARGE ITEM PICKUP / LEAF COLL				
GLENVIR	GFL ENVIRONMENTAL, INC	C&D .07 TN /1 FREON UNIT/TIRE	01-311-000-58400	85.71
GLENVIR		1 TV	01-311-000-58400	72.00
GLENVIR		MSW 3.16 TONS	01-311-000-58400	212.51
TOTAL				370.22
TOTAL LARGE ITEM PICKUP / LEAF COLL				370.22
STREET SWEEPING				
19880	STURGEON BAY UTILITIES	SWEEPER WATER USAGE-MAY	01-330-000-53050	6.05
20725	T R COCHART TIRE CENTER	TIRES/TIRE CHANGES	01-330-000-51400	786.00

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GENERAL FUND				
TOTAL				792.05
TOTAL STREET SWEEPING				792.05
ROADWAYS/STREETS				
12100	LAMPERT YARDS INC	MAILBOX POST	01-400-000-54999	39.99
USBANK	US BANK	EYE WASH	01-400-000-54999	21.54
USBANK		GLOVES	01-400-000-54999	51.03
TOTAL				112.56
TOTAL ROADWAYS/STREETS				112.56
SNOW REMOVAL				
SNOW REMOVAL				
04696	DOOR COUNTY TREASURER	SALT BRINE	01-410-000-52400	214.88
TOTAL SNOW REMOVAL				214.88
TOTAL SNOW REMOVAL				214.88
STREET SIGNS AND MARKINGS				
04276	DIAMOND VOGEL PAINT CENTER	20 PAILS WHITE ROAD PAINT	01-420-000-52100	2,813.00
04276		10 PAILS YELLOW ROAD PAINT	01-420-000-52100	1,347.00
04696	DOOR COUNTY TREASURER	SIGNS	01-420-000-52600	217.43
TOTAL				4,377.43
TOTAL STREET SIGNS AND MARKINGS				4,377.43
CURB/GUTTER/SIDEWALK				
10750	PREMIER CONCRETE INC	REBAR	01-440-000-54999	1,515.80
10750		CONCRETE PICK UP	01-440-000-51200	123.00
TOTAL				1,638.80
TOTAL CURB/GUTTER/SIDEWALK				1,638.80
STREET MACHINERY				
04545	DOOR COUNTY COOPERATIVE/NAPA	COUPLER	01-450-000-53000	32.99
04545		EXACT BLADE	01-450-000-53000	64.14
19070	SCHARTNER IMPLEMENT INC	CHAIN	01-450-000-53000	21.60
BARKER	MIKE BARKER	NOZZLE/CAPS REIMBUSE/BARKER	01-450-000-53000	37.96
JANDU	JANDU PETROLEUM	GASOLINE	01-450-000-51650	148.16
KBCUSTOM	KB CUSTOMWORKS	SAND BLASTING PANEL	01-450-000-53000	100.00
KBCUSTOM		SQUARE TUBE	01-450-000-53000	80.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	CREDIT	01-450-000-53000	-10.00
O'REILLY		AIR BRAKE FTG	01-450-000-53000	19.17
RIESTER	RIESTERER & SCNELL INC.	SEALS/FILTERS	01-450-000-53000	122.41
USBANK	US BANK	PLUG	01-450-000-53000	10.78
USBANK		SWITCH	01-450-000-53000	46.95
TOTAL				674.16
TOTAL STREET MACHINERY				674.16
CITY GARAGE				
04966	EAGLE MECHANICAL INC	FAN INSPECTION	01-460-000-55300	222.00
18950	SAFETY-KLEEN SYSTEMS, INC	PARTS WASHER SERVICE	01-460-000-58999	277.59
VIKING	VIKING ELECTRIC SUPPLY, INC	ELE BALLAST	01-460-000-55300	24.72
TOTAL				524.31
TOTAL CITY GARAGE				524.31
PARK & RECREATION ADMIN				
11545	MAPLE STREET SIGN CO.	MOVIE & HARMONY BANNERS	01-500-000-57450	1,320.03
R0000807	MARK THIEDE	KICK OFF TO SUMMER	01-500-000-52250	350.00
R0000807		2022 MOVIES IN THE PARK	01-500-000-52250	1,950.00
STAPLES	WISCONSIN DOCUMENT IMAGING LLC	TONER	01-500-000-51250	204.46
USBANK	US BANK	CHARGER	01-500-000-51950	21.45
USBANK		RUBBER STRAPS	01-500-000-51950	134.20
USBANK		TIME CARDS	01-500-000-51950	31.72
TOTAL				4,011.86
TOTAL PARK & RECREATION ADMIN				4,011.86
PARKS AND PLAYGROUNDS				
03025	CAPTAIN COMMODOES INC	PORT A POTTI DOG PARK	01-510-000-58999	110.00
04966	EAGLE MECHANICAL INC	SLOAN VALVE REBUILD KIT	01-510-000-54999	28.58
04966		BACKFLOW PREVENTOR TESTING	01-510-000-58999	1,242.00
04966		BACKFLOW PREVENTOR TESTING	01-510-000-58999	465.75
04966		BACKFLOW PREVENTOR TESTING	01-510-000-58999	155.25
20250	TILLMAN LANDSCAPE & NURSRY INC	FILTERS/REPLACEMENT BLADES	01-510-000-51900	202.61
PREVEA	PREVEA HEALTH OCCUPTNL HEALTH	SEASONAL EMPLOY DRUG SCREEN	01-510-000-57100	536.20
USBANK	US BANK	CAUTION SIGNS/LIGHT	01-510-000-54999	98.90
USBANK		DEWALT BATTERY ADAPTER	01-510-000-52700	31.98
USBANK		WEST MARINE	01-510-000-54999	158.22
USBANK		CREDIT WEST MARINE	01-510-000-54999	-158.22
USBANK		OARS	01-510-000-54999	132.95
USBANK		SAFETY GLASSES	01-510-000-52350	73.47
VIKING	VIKING ELECTRIC SUPPLY, INC	SWITCH	01-510-000-54999	43.68
TOTAL				3,121.37
TOTAL PARKS AND PLAYGROUNDS				3,121.37

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
GENERAL FUND				
BALLFIELDS				
BALLFIELDS				
04545	DOOR COUNTY COOPERATIVE/NAPA	15 G CORNERSTONE	01-520-000-54999	720.23
04545		15 G PRAMITOL	01-520-000-54999	668.93
20900	TRUGREEN LIMITED PARTNERSHIP	PBI FLD LAWN SVC	01-520-000-58999	76.81
20900		LION FLD LAWN SVC	01-520-000-58999	95.43
20900		ROTARY FIELD LAWN SVC	01-520-000-58999	95.43
TOTAL BALLFIELDS				1,656.83
TOTAL BALLFIELDS				1,656.83
MUNICIPAL DOCKS				
04966	EAGLE MECHANICAL INC	FIRE LINE REPAIRS	01-550-000-58999	487.84
20070	TAPCO	PAY STATION MONTHLY HOST FEE	01-550-000-58999	50.00
USBANK	US BANK	BOAT US SIGNS	01-550-000-54999	80.00
TOTAL				617.84
TOTAL MUNICIPAL DOCKS				617.84
WATER WEED MANAGEMENT				
PORT	WEST MARINE PRODUCTS INC	LINES-WEED HARVESTOR	01-560-000-51400	204.84
TOTAL				204.84
TOTAL WATER WEED MANAGEMENT				204.84
WATERFRONT PARKS & WALKWAYS				
08280	HILL BUILDING MAINTENANCE INC	PRKING GARAGE WINDOW CLEANING	01-570-000-58999	275.00
20250	TILLMAN LANDSCAPE & NURSRY INC	PLANTS	01-570-000-51750	138.30
20250		PLANTS	01-570-000-51750	643.70
DAWNS	DAWN'S LAWN CARE	9YDS MULCH @ \$42	01-570-000-54999	378.00
R0000985	SULLYS THUMBS UP PRODUCE	PLANTS	01-570-000-51750	167.45
TOTAL				1,602.45
TOTAL WATERFRONT PARKS & WALKWAYS				1,602.45
COMMUNITY & ECONOMIC DEVLPMNT				
04549	DOOR COUNTY ECONOMIC DEVELOPME	2ND QTR COMMITMENT	01-900-000-55750	7,500.00
USBANK	US BANK	APA CONFERENCE REG	01-900-000-55600	225.00
USBANK		TRANSPORTATION	01-900-000-55600	19.93
USBANK		BAGGAGE FEE	01-900-000-55600	30.00
USBANK		TAXI RECEIPT	01-900-000-55600	25.30
USBANK		BAGGAGE FEE	01-900-000-55600	30.00
TOTAL				7,830.23
TOTAL COMMUNITY & ECONOMIC DEVLPMNT				7,830.23
TOTAL GENERAL FUND				141,700.81

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
CAPITAL FUND				
ADMINISTRATION				
EMMONS	EMMONS BUSINESS INTERIORS	DESK CHAIR	10-120-000-59030	537.92
TOTAL				537.92
TOTAL ADMINISTRATION				537.92
POLICE DEPT. / INVESTIGATIONS				
AIRSCIEN	AIR SCIENCE	FUMING CHAMBER	10-225-000-59999	6,998.00
TOTAL				6,998.00
TOTAL POLICE DEPT. / INVESTIGATIONS				6,998.00
PARKS AND PLAYGROUNDS				
PARKS AND PLAYGROUNDS				
10750	PREMIER CONCRETE INC	DOG PARK CONCRETE	10-510-000-59075	1,023.00
FORTRESS	FORTRESS FENCE	GATE POSTS	10-510-000-59075	956.00
LUX	LUXEMBURG IMPLEMENT COMPANY	60" MOWER W/BAGGER	10-510-000-59065	17,818.00
USBANK	US BANK	WI DNR PERMIT-LITTLE LAKE PRJC	10-510-000-59025	1,939.00
USBANK		WI DNR PERMIT SVC FEE	10-510-000-59025	48.48
TOTAL PARKS AND PLAYGROUNDS				21,784.48
TOTAL PARKS AND PLAYGROUNDS				21,784.48
TOTAL CAPITAL FUND				29,320.40
TID #6 DISTRICT				
TID #6 DISTRICT				
TID #6 DISTRICT				
03950	DAVIS KUELTHAU	04/22 D KRUEGER CLOSING	22-360-000-55001	874.50
TOTAL TID #6 DISTRICT				874.50
TOTAL TID #6 DISTRICT				874.50
TOTAL TID #6 DISTRICT				874.50
TID #7 DISTRICT				
TID #7 DISTRICT				
TID #7 DISTRICT				
03950	DAVIS KUELTHAU	04/22 CONTRACT/DEV AGREE MTTRS	23-370-000-55001	572.00
R0000620	ROBERT W BAIRD & CO	ANALYTICAL SERVICES TID 7 PLAN	23-370-000-55001	6,750.00
TOTAL TID #7 DISTRICT				7,322.00
TOTAL TID #7 DISTRICT				7,322.00
TOTAL TID #7 DISTRICT				7,322.00

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VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE
TID #4 DISTRICT				
TID #4 DISTRICT				
TID #4 DISTRICT				
03950	DAVIS KUELTHAU	04/22 GRANARY MATTERS	28-340-000-55001	520.00
03950		04/22 CONTRACT/DEV AGREE MTTRS	28-340-000-55001	884.00
TOTAL TID #4 DISTRICT				1,404.00
TOTAL TID #4 DISTRICT				1,404.00
TOTAL TID #4 DISTRICT				1,404.00
SOLID WASTE ENTERPRISE				
SOLID WASTE ENTERPRISE FUND				
SOLID WASTE ENTERPRISE FUND				
20725	T R COCHART TIRE CENTER	DISMOUNT/MOUNT TIRE	60-000-000-52850	30.00
20725		TIRE CHANGES	60-000-000-52850	120.00
20725		WH RECAPS/DISPOSAL	60-000-000-52850	843.00
20725		WH RECAPS	60-000-000-52850	836.00
GFLENVIR	GFL ENVIRONMENTAL, INC	CARDBOARD RECYCLING	60-000-000-58350	670.59
GFLENVIR		247.80 TN GARBAGE	60-000-000-58300	16,664.59
GFLENVIR		69.57 TN RECYCLING	60-000-000-58350	1,093.62
USBANK	US BANK	TRANSMOTION-GAUGE	60-000-000-53000	66.57
TOTAL SOLID WASTE ENTERPRISE FUND				20,324.37
TOTAL SOLID WASTE ENTERPRISE FUND				20,324.37
TOTAL SOLID WASTE ENTERPRISE				20,324.37
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
COMPOST SITE ENTERPRISE FUND				
03025	CAPTAIN COMMUNES INC	PORT A POTTI COMPOST SITE	64-000-000-58999	110.00
TOTAL COMPOST SITE ENTERPRISE FUND				110.00
TOTAL COMPOST SITE ENTERPRISE FUND				110.00
TOTAL COMPOST SITE ENTERPRISE FUND				110.00
TOTAL ALL FUNDS				201,056.08

MANUAL CHECKS

BABLER BUS SERVICE, INC 06/01/22 Check #90318 Brewer Trip Bus Contract 01-500-000-52250	\$1,250.00
EBC 06/01/22 Check #90319 05/22 FSA/PEB/COBRA 01-600-000-50510	\$181.00
SUN LIFE FINANCIAL 06/01/2022 Check # 90320 06/22 Short- & Long-Term Disability 01-000-000-21545	\$2,224.33
SUPERIOR VISION INSURANCE 06/01/2022 Check # 90321 6/22 Vision Insurance 01-000-000-21540	\$882.19
DELTA DENTAL 006/01/2022 Check # 90322 06/22 Dental Insurance Various Departmental Accounts	\$6,271.60
EFT GROUP INSURANCE 06/02/2022 Check # 90322 06/22 Health Insurance Various Departmental Accounts	\$116,197.34
SPECTRUM 06/08/22 Check # 90400 05/22 Cable Statement Charges Various Departmental Accounts	\$176.94
AT&T FIRST MOBILITY 06/08/2022 Check # 90401 05/22 Police Cellphone Statement 01-215-000-58250	\$1,610.36
TOTAL MANUAL CHECKS	\$128,793.76

DATE: 06/10/1922
TIME: 10:09:57
ID: AP443ST0.WOW

CITY OF STURGEON BAY
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/21/2022

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

GENERAL FUND	141,700.81	270,494.57
CAPITAL FUND	29,320.40	
TID #6 DISTRICT	874.50	
TID #7 DISTRICT	7,322.00	
TID #4 DISTRICT	1,404.00	
SOLID WASTE ENTERPRISE	20,324.37	
COMPOST SITE ENTERPRISE FUND	110.00	
TOTAL --- ALL FUNDS		329,849.84