CITY OF STURGEON BAY
FINANCE/PURCHASING & BUILDING COMMITTEE
TUESDAY FEBRUARY 28, 2023
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: US Cellular Tower Site Lease Request-Big Hill.

5. Consideration of: Write-off 2021 Delinquent Personal Property Taxes

6. Review bills.

7. 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: 2/24/23
Time: 3:10pm
By: LS

Finance/Purchasing & Building Committee Members:
Helen Bacon, Chair
Seth Wiederanders, Vice Chair
Dan Williams

(4) (4)

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

Joshua J. Van Lieshout
City Administrator

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

Memorandum

To: Finance Committee

From: Josh Van Lieshout, Administrator

Re: US Cellular Tower Site Lease Request-Big Hill

Date: February 24, 2023

Item: US Cellular Tower Site Lease Request-Big Hill

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

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

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

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

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

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

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

Fiscal Impacts and Lease Highlights:

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

Options:

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

GROUND LEASE

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

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

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

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

~~1. Option to Lease.~~

1. Description of Premise and Term.

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

~~Approximate dimensions~~Dimensions:

Approximate square footage:

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

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

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

~~c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of _____ dollars ($_____.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional _____ dollars ($_____.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.~~

~~d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.~~

2. Grant of Easements. Subject to Landlord's prior review and final approval of the precise location and dimensions, Landlord hereby grants to Tenant an access easement thirty- (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,

a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels~~,~~.

b. The right to improve an access road within the Access Easement Parcel,

c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,

d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of

(i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and

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

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

e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel~~.~~

~~e.~~f. ~~The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises."~~ Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

g. The Easements and any work associated with them shall not interfere with any existing or future utilities required by the Landlord.

h. The Easements shall be revoked and terminated, at the option of the Landlord, all improvements removed if the Tower is decommissioned or if the Tenant defaults and fails to cure the default to the extent permitted herein.

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

a. Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week so long as the Leasehold parcel is fenced and locked. Landlord shall, in additional to all other access permitted in this agreement have unfettered access to address what the Landlord believes is a safety emergency on the premises.

b. Tenant's transmissions and receptions shall not impair or interfere with the use of the of transmission and reception facilities located at and on the proximate water tower. If any such interference occurs as determined by the Landlord, upon notice the Tenant shall take immediate action to repair. During any such repair the reception or transmission equipment may be required to be temporarily relocated at Tenant's cost until the interference is abated to the satisfaction of the Landlord.

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

c. The Improvements shall be reviewed and approved by the Landlord prior to commencement of construction. Any addition to the Improvements, including the collocation of transmission or reception equipment shall be subject to prior approval by the Landlord. In no case shall diesel-powered generators be permitted and any necessary power generators shall be muffled.

d Any and all upgrades, replacements or additional equipment beyond that submitted in Exhibit "C" or subsequently approved by Landlord, shall be subject to prior review and written approval by Landlord.

4. Term of Lease. ~~In the event Tenant, in Tenant's sole discretion, exercises the Option, the~~The initial Lease term will be five (5) years (the "Initial Term"), commencing ~~upon~~ on _____ (the Commencement Date) and terminating at midnight on the day ~~in which~~of the fifth (5th) anniversary of the Commencement Date ~~falls~~.

5. ~~Option to Renew.~~Renewal. The Initial Term of this Lease shall automatically extend for up to ~~twenty (20~~five (5) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. After the 5th Renewal Term the Lease shall continue upon a continuation of all the same provisions hereof except that the Landlord may terminate this Lease upon 6 months written notice. The Tenancy may so continue for 3 more Renewal Terms unless otherwise terminated and shall terminate 45 years after the Commencement Date without notice of either party.

6. ~~Option~~Indemnity to ~~Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination (~~"Survive Termination ~~Date").~~. The Indemnification obligations of ~~each party contained in Section 12~~Tenant and Tenant's requirement to remove improvements as provided in Section ~~20~~ shall survive termination of the Lease.

7. Rent/Collacation Fees.

~~7.~~ a. Rent. Tenant shall pay Rent to Landlord in the amount of ~~_____~~One-thousand three hundred fifty and 00/100 dollars ~~($_____~~($1,350.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

b. Collocation Fees. In addition to the rental payment stated herein, the Tenant shall pay to Landlord 25% of any rent or location fee charged to any 3rd parties for locating on the Tower (Collocation Fees). The payment to Landlord of Collocation Fees shall be made to Landlord on the same schedule as the rental or fee is collected by the Tenant. Duly authorized officers and agents of the Landlord shall be allowed to review all location agreements executed by Tenant for the Tower.

c. Professional Fees. Tenant shall pay all professional fees, including consultant, attorneys and engineering fees incurred by Landlord in the review and preparation of this Lease. Such fees shall be presented to Tenant and paid in full before the construction of the Improvements may begin.

8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as may be renewed ~~and extended~~, the Rent shall be increased by twelve (12%) percent over the previous term's Rent. ~~by the percentage of increase or decrease of the cost of living index as calculated by the Bureau of Labor Statistics for the Midwest region for the preceding year.~~

9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes ~~attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:~~that may be levied against the premises. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements.

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

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

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

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

~~12. Mutual Indemnification.~~

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

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

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

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

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

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

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

~~(iv)~~

~~13.~~ Insurance.

a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of ~~One~~Three Million and No/100 Dollars ($~~1~~3,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of ~~One~~Three Million and No/100 Dollars ($~~1~~3,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of ~~One~~Three Million and No/100 Dollars ($~~1~~3,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance, naming he Landlord as an additional insured prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term. The commercial general liability policy shall also provide for indemnity coverage.

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

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

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

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

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

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

c. Insurance and Dangerous Conditions. Subsection b above notwithstanding, if the default is a failure to keep required insurance in force or results or threatens to result in imminent harm to persons or property, as determined by the Landlord in its sole discretion, the cure period will be two business days, during which time Tenant shall cease all operations upon the Property except, in the case of imminent harm, those operations dedicated to curing such condition;

d. Untrue Representations and Warranties. Any representation or warranty made by Tenant or Owner in this Agreement, or any document or financial statement delivered by Tenant pursuant to this Agreement, was false in any material respect as of the time when made or given;

e. Abandonment and Delay. Active and visible construction work of any portion or phase of the Project is not occurring for more than 30 consecutive days or a total of 90 days during the entire Project or any Building or if any portion of the Project is damaged by fire or other casualty and is not repaired, rebuilt or replaced as required in this Agreement;

f. Insolvency. Tenant: (i) becomes insolvent or does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature; or (ii) makes a good faith showinggeneral assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it, and such petition, application or proceeding remains undismissed for a period of 90 days or Tenant files an answer to such a petition or application, admitting the material allegations thereof; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within 90 days after appointment; or (vi) adopts a plan of complete liquidation of its assets;

g. Change in Control. The majority ownership of Tenant is conveyed voluntarily or involuntarily to someone other than Tenant;

h. Cessation of Existence. Tenant dissolved or ceased to exist;

i. Fraud and Other Illicit Behavior. Tenant or any person having an ownership interest of greater than 25% of Tenant is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that ~~efforts toward a cure~~ in the determination of the Landlord would threaten the reputation of Tenant or Tenant's ability to complete the Property according to the requirements of this Agreement or as anticipated; or

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

k. Decommissioning. Tenant ceases to use the tower for the purposes stated in this lease.

l. Failure to Conform with Plans. Tenant does not conform with the approved plans set forth in Exhibits "B" and "C" or to gain approval for and follow the approved plans for any addition to the plans.

14. Remedies.

a. Available Remedies. In addition to those remedies specifically provided in this Lease, upon the occurrence of any Default, without further notice, demand or action of any kind by the Landlord, the Landlord may pursue any or all of the rights and remedies available to the Landlord at law and/or in equity and/or under this Agreement against Tenant or Owner, including without limitation,

(i) Termination. Terminate this Agreement by written notice as permitted by the terms of this Lease;

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

(iii) Specific Performance. Sue for specific performance.

(iv) Sue for Damages. Sue for all damages caused by the Default; and/or

b. Remedies Cumulative. All Landlord remedies are ~~continuing.~~ cumulative. i.e., no election by the Landlord of one remedy available to the Landlord will preclude the

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

c. No Waiver. No failure or delay on the part the Landlord in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the Landlord shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

d. Landlord's Right to Cure Default. In case of failure by Tenant or Owner to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the Landlord may pay such fees, assessments, charges or taxes or take such action as it deems, in its sole discretion, to be necessary to remedy the failure of Tenant, and, in that event, the cost thereof shall be payable by Tenant to the Landlord upon demand.

e. Interest. Any amount of money owed by one party to the other that is not paid when and as due shall accrue interest from the date due until the date paid at the rate of 12% per annum.

~~14.~~

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.

16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party ~~without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.~~upon the prior written consent of Landlord.

17. Subleasing~~.~~ /Collocation. Except as provided herein and subject to § 3.b above, Tenant shall have the ~~unreserved and unqualified~~ right to sublet or license all or any portion of the ~~Premises~~Tower to subtenants without the necessity of obtaining Landlord's consent.

~~18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord~~

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

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

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

~~19.~~ a. Landlord or its appointee may locate three (3) sector mounts at the one-hundred-eighty-foot (180') height, three (3) 1 5/8-foot TX lines and 1 ½ TX line and fifty (50) square foot of load antennas/TTAs (1) NW pipe mount at one-hundred-twenty feet (120') two (2) EW53 waveguides and a six (6') MW dish. Allowance shall be made for additional loading for future growth.

b. The Landlord, or its assignee anticipates the need to locate a communications shelter proximate to the Leasehold Parcel. Tenant shall cooperate with any such construction.

c. Tenant shall, without fee or charge place and maintain the equipment allowed/required in a. and b. above, keeping it in a reasonable state of repair and operational.

18. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.

~~20.~~19. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises~~. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground Improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.~~ except those placed on the tower for the benefit of the Landlord (that will require prior notice and written approval). Tenant shall post and maintain a removal bond in a sum sufficient, as determined by the Landlord, to ensure the removal of the Improvements (including without limitation those at and below ground level) that may be called upon by the landlord to remove the Improvements upon uncured default, termination or expiration of this Lease.

~~21.~~20. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal ~~Term~~Terms, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof except to enforce its rights under this lease, as long as Tenant is not in default under this Lease.

21. ~~22.~~ Title~~,~~ and Access~~ and Authority~~. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel~~;~~ and that the Premises are served by legal access from a public way~~; that Landlord is~~. The duly authorized ~~and empowered~~officers and employees of Landlord shall be entitled to enter ~~into this Lease;~~ and ~~that~~remain on the ~~person executing this Lease on behalf~~Premises at any time so long as such occupancy does not unreasonable interfere with Tenant's use and

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

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

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

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

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

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

~~26.~~24. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.

~~27.~~25. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

~~28.~~26. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State ~~in which the Premises is located~~of Wisconsin.

~~29.~~27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

~~30.~~28. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

~~31.~~29. Modifications. This Lease may not be modified, except in writing signed by both parties.

~~32.~~30. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

~~33.~~31. Holdover. ~~In the event~~If Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-~~ten~~twenty-five percent (~~110~~125%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease. If Landlord makes the 30 days notice under this provision, at the end of that 30 day period Tenant shall vacate the premises, removing all Improvements as provided in § 18 above.

~~34.~~32. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

~~35.~~33. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

~~36. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.~~

~~37.~~34. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.

~~38.~~35. Non-Binding Until Full Execution/ Authority. Both parties agree that this Lease is not binding on either party until both parties execute the Lease. The parties represent that they are duly authorized and empowered to enter into this Lease and that the person executing this Lease on behalf of the party warrants themselves to be duly authorized to bind the party hereto.

~~39.~~36. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

LANDLORD:	TENANT:
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: Vice President
Date: _____	Date: _____

Site Name: Site Number:

STATE OF _____)
)
COUNTY OF _____)

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

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

_____
Notary Public

My commission expires_____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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

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

_____
Notary Public

My commission expires_____

Exhibit A

Legal Descriptions

Exhibit B

Site Plan

(5) (5)

EXECUTIVE SUMMARY

TITLE: Write-off 2021 Delinquent Personal Property taxes

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

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

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

Write-off List

Account #	**Name**	**Proposed Write-off Amt**
281-1221	Madison Ave Tatoo, LLC	$ 21.91
281-1285	Lepack-Jostsons, Inc	$ 37.20
281-1454	Cut Hut	$ 1.14
281-1600	Ascension at Home	$ 9.65
281-1606	Door Peninsula Cleaning	$ 8.76
	Total	**$ 78.66**

The proposed delinquent personal property tax write-off in the amount of $78.66 is strictly the City's liability as per statute. Where Wisconsin statute allows, the City will chargeback uncollected personal property taxes to the pertinent taxing jurisdictions (county, school, technical college).

FISCAL IMPACT: The fiscal impact to the City for writing off the above listed delinquent personal property tax accounts is $78.66.

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

RECOMMENDATION:

Recommend to the Common Council to write-off $78.66 in 2021 delinquent personal property taxes as per the above listing.

PREPARED BY: Valerie J. Clarizio — 2/24/23

Valerie J. Clarizio
Finance Director/City Treasurer

Date

REVIEWED BY: Josh VanLieshout — 2/24/23

Josh VanLieshout
City Administrator

Date

02/24/23

Personal Property Chargebacks for 2021 Taxes Uncollectible in 2022

	Name	Chargeback State of Wisconsin	Chargebacks County of Door	Chargebacks City of Sturgeon Bay	Chargebacks Sturgeon Bay School District	Chargebacks Sevastopol School District	Chargebacks Southern Door School District	Chargebacks NWTC	Total Chargebacks per Owner	Ceased Operations (CO) Bankruptcy (B) Removed from next Assmt Roll (R)	Action	Payment Date	Reimbursed to Taxing Jurisdictions
281-1221	Madison Ave Tattoo LLC	0.00	7.84	21.91	23.32			1.62	54.69	R	Chargeback & Write-off		
281-1285	Lepack-Jostsons Inc	0.00	5.33	14.91	15.86			1.10	37.20		Write-off		
281-1454	Cut Hut	0.00	0.16	0.46	0.49			0.03	1.14		Write-off		
281-1600	Ascension at Home	0.00	3.45	9.65	10.26			0.71	24.07	R	Chargeback & Write-off - Duplicate Bill		
281-1606	Door Peninsula Cleaning, LLC	0.00	3.13	8.76	9.33			0.65	21.87	R	Chargeback & Write-off		
	Total Delinquent amounts	**0.00**	**19.93**	**55.68**	**59.24**	**0.00**	**0.00**	**4.13**	**138.97**				

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
GENERAL FUND					
2017 CAPITAL PROJECTS & EQUIP					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 2017 CAPITAL	01-000-901-70001	11,383.13	
			TOTAL 2017 CAPITAL PROJECTS & EQUIP		11,383.13
2018 CAPITAL PROJ & EQ					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 2018 CAP PRJCTS/EQUIP	01-000-904-70001	11,065.63	
			TOTAL 2018 CAPITAL PROJ & EQ		11,065.63
2019 CAPITAL EQUIP & PROJ					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 2019 CAP PRJCTS	01-000-906-70001	14,050.00	
			TOTAL 2019 CAPITAL EQUIP & PROJ		14,050.00
2020 CAPITAL PROJ & EQUIPMENT					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 2020 CAPITAL	01-000-907-70001	26,650.00	
			TOTAL 2020 CAPITAL PROJ & EQUIPMENT		26,650.00
2021 CAPITAL PROJ & EQUIPMENT					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 2021 CAP PRJCTS	01-000-908-70001	13,712.20	
			TOTAL 2021 CAPITAL PROJ & EQUIPMENT		13,712.20
RUBBER TIRE LOADER					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 2022 CAPITAL PRJCTS	01-000-909-70001	48,900.00	
			TOTAL RUBBER TIRE LOADER		48,900.00
CITY HALL / FIRE & POLICE STN					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 REFUND BOND GF BUILDING	01-000-920-70001	8,325.00	
			TOTAL CITY HALL / FIRE & POLICE STN		8,325.00
EGG HARBOR RD IMP/DES					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 EGG HARBOR RD	01-000-976-70001	4,753.75	
			TOTAL EGG HARBOR RD IMP/DES		4,753.75
			TOTAL GENERAL FUND		138,839.71
LAW/LEGAL					
16555	PINKERT LAW FIRM, LLP	01/23 TRAFFIC MATTERS	01-110-000-55010	12,105.00	
AMUNDSEN	AMUNDSEN DAVIS, LLC	01/23 T BECK PROPERTIES	01-110-000-55010	78.00	
AMUNDSEN		01/23 PFC BYLAW REVIEW	01-110-000-55010	1,378.00	
AMUNDSEN		01/23 MUSE REDEVELOPMENT	01-110-000-55010	650.00	
AMUNDSEN		01/23 GENERAL LEGAL MATTERS	01-110-000-55010	3,954.00	
AMUNDSEN		02/23 RIGHT OF WAY-RUENGER	01-110-000-55010	598.00	
			TOTAL		18,763.00
			TOTAL LAW/LEGAL		18,763.00

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
CITY CLERK-TREASURER					
OFFICE	OFFICE ENTERPRISES INC	PAPER SHREDDER	01-115-000-54999	2,003.00	
USBANK	US BANK	WCMA MEMBRSHP RENEW/REINHARDT	01-115-000-56000	65.00	
			TOTAL		2,068.00
			TOTAL CITY CLERK-TREASURER		2,068.00
ADMINISTRATION					
USBANK	US BANK	UWGB CONF REG/VANLIESHOUT	01-120-000-55600	289.00	
USBANK		FRAMES/PENCILS/SHARPENER	01-120-000-51950	31.41	
USBANK		WMCA CONF REG/VANLIESHOUT	01-120-000-55600	235.00	
			TOTAL		555.41
			TOTAL ADMINISTRATION		555.41
COMPUTER					
03101	CDW GOVERNMENT, INC.	SURFACE KEYBOARD	01-125-000-55550	101.58	
03101		STYLIST PEN	01-125-000-55550	77.90	
USBANK	US BANK	ZOOM	01-125-000-55550	63.99	
			TOTAL		243.47
			TOTAL COMPUTER		243.47
MUNICIPAL SERVICES ADMIN.					
USBANK	US BANK	10 PDH CREDITS/SPETZ	01-145-000-55600	128.50	
USBANK		01/23 ENGINEER CELL PHONE	01-145-000-58250	38.57	
			TOTAL		167.07
			TOTAL MUNICIPAL SERVICES ADMIN.		167.07
PUBLIC WORKS ADMINISTRATION					
USBANK	US BANK	01/23 MIKE/STEVE CELL PHONES	01-150-000-58250	77.14	
			TOTAL		77.14
			TOTAL PUBLIC WORKS ADMINISTRATION		77.14
ELECTIONS DEPARTMENT					
02216	BAY VIEW LUTHERAN CHURCH	02/23 RENT	01-155-000-57650	110.00	
COBORNS	TADYCH'S MARKETPLACE FOODS	BAKERY/ELECTIONS	01-155-000-54999	20.96	
PATH	PATH	02/23 RENT	01-155-000-57650	110.00	
USBANK	US BANK	STAMPS/ABSENTEE BALLOTS	01-155-000-54999	315.00	
			TOTAL		555.96

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
			TOTAL ELECTIONS DEPARTMENT		555.96
CITY HALL					
05500	ENERGY CONTROL AND DESIGN INC	ANNL SOFTWARE SUBSCRIPTION	01-160-000-58999	364.00	
BLISS	LIFESTYLES BY BLISS, INC	01/23-03/23 PUBLIC RESTROOMS	01-160-000-58999	2,250.00	
VIKING	VIKING ELECTRIC SUPPLY, INC	LIGHT BULBS	01-160-000-55300	138.97	
			TOTAL		2,752.97
			TOTAL CITY HALL		2,752.97
GENERAL EXPENDITURES					
QUADIENT	QUADIENT LEASING USA, INC	POSTAGE METER LEASE	01-199-000-57250	422.79	
US BANK	US BANK EQUIPMENT FINANCE	01/23 FIRE COPIER	01-199-000-55650	102.25	
US BANK		01/23 FIRE COPY OVERAGE	01-199-000-55650	32.52	
US BANK		01/23 ADMIN COPIER	01-199-000-55650	118.50	
US BANK		01/23 ADMIN COPY OVERAGE	01-199-000-55650	94.81	
			TOTAL		770.87
			TOTAL GENERAL EXPENDITURES		770.87
POLICE DEPARTMENT					
BUBRICKS	BUBRICK'S COMPLETE OFFICE, INC	MISC OFFICE SUPPLIES	01-200-000-51950	109.08	
US BANK	US BANK EQUIPMENT FINANCE	01/23 POLICE COPIER	01-200-000-55650	218.24	
US BANK		01/23 POLICE COPY OVERAGE	01-200-000-55650	43.99	
USBANK	US BANK	BACKGROUND INV REG/HOUGAARD	01-200-000-55600	425.00	
USBANK		CONFERENCE MEAL EXPENSE/HENRY	01-200-000-55600	15.57	
USBANK		OFFICE SUPPLIES	01-200-000-51950	44.15	
USBANK		CREDIT	01-200-000-55600	-100.00	
			TOTAL		756.03
			TOTAL POLICE DEPARTMENT		756.03
POLICE DEPARTMENT/PATROL					
04575	DOOR COUNTY HARDWARE	KEY FOB/REMOTE	01-215-000-54999	168.99	
04696	DOOR COUNTY TREASURER	01/23 FUEL	01-215-000-51650	4,172.16	
NELSON	NELSON TACTICAL	PANT/HANDCUFF CASE/BILODEAU	01-215-000-52900	104.77	
NELSON		DUTY BELT/JENNERJOHN	01-215-000-52900	49.50	
NELSON		UNIFORM ITEMS/CRABB	01-215-000-52900	39.00	
NELSON		UNIFORM ITEMS/LOVAS	01-215-000-52900	286.60	
NELSON		UNIFORM PANT/GANDER	01-215-000-52900	74.99	
NELSON		FLUID PUMP/GUN CLEANING	01-215-000-51050	264.17	
NELSON		UNIFORM PANTS/DADAM	01-215-000-52900	200.00	
SWIT	SWITS	INTERPRETER FEES (1/7/23)	01-215-000-58999	102.00	
USBANK	US BANK	HOTEL RESERVATION CANCELLATION	01-215-000-55600	-149.99	

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
USBANK		NWTC REG/3 OFFICERS	01-215-000-55600	1,017.01	
USBANK		WEB HOSTING RENEWAL	01-215-000-58999	299.88	
USBANK		TRAINING REG/DEIBELE	01-215-000-55600	125.00	
USBANK		CREDIT-UNTANGLED HOLDINGS	01-215-000-58999	-158.25	
USBANK		WJOA CONF CANCEL/JENNERJOHN	01-215-000-55600	-200.00	
USBANK		CONF REG/MIELKE	01-215-000-55600	225.00	
USBANK		HONARY BADGE/AJ DILLION	01-215-000-54999	211.00	
USBANK		NWTC REG/CRABB	01-215-000-55600	169.00	
USBANK		HOMICIDE INV REG/DEIBELE	01-215-000-55600	350.00	
USBANK		LESB INSTRCT REG/LOVAS	01-215-000-55600	275.00	
			TOTAL		7,625.83
			TOTAL POLICE DEPARTMENT/PATROL		7,625.83
FIRE DEPARTMENT					
FIRE DEPARTMENT					
PAULCONW	PAUL CONWAY SHIELDS	STRUCTURE BOOTS/NELL	01-250-000-52900	585.50	
R0000379	BELSON CO	WASH MACHINE REPAIR	01-250-000-56250	315.40	
USBANK	US BANK	OFFICE SUPPLIES	01-250-000-51950	61.17	
USBANK		SCHEDULING SOFTWARE	01-250-000-56000	1,387.00	
USBANK		BACKUP CAMERA U726	01-250-000-53000	341.26	
USBANK		PPE MASKS	01-250-000-52350	256.56	
USBANK		CABINET HARDWARE	01-250-000-54999	42.51	
USBANK		CHIEF STATE DUES	01-250-000-56000	95.00	
USBANK		AC STATE DUES	01-250-000-56000	95.00	
USBANK		ANNUAL NFPA	01-250-000-56000	1,725.00	
USBANK		NOV & DEC DATA	01-250-000-58250	753.56	
USBANK		CABLE ADAPTERS/LAUNDRY TAGS	01-250-000-54999	50.97	
USBANK		ACCOUNTABILITY TAGS/BOARDS	01-250-000-51350	245.35	
USBANK		UNIFORM PANTS	01-250-000-52900	56.43	
USBANK		DIVER TRAINING	01-250-000-55600	217.00	
USBANK		BASEBOARDS/WS FIRE	01-250-000-54999	50.00	
USBANK		REHAB SUPPLIES	01-250-000-54999	36.08	
USBANK		UNIFORM SHOES	01-250-000-52900	152.98	
USBANK		WATEROUS MECHANIC/PUMP CLASSES	01-250-000-55600	300.00	
USBANK		ENGINE COMMND BOARD REPLCEMENT	01-250-000-51350	118.00	
USBANK		CHIEF EDUCATION SEMINAR	01-250-000-55600	225.00	
USBANK		OFFICE MAIL SLOT	01-250-000-54999	147.00	
USBANK		BATTERIES	01-250-000-54999	158.67	
			TOTAL FIRE DEPARTMENT		7,415.44
			TOTAL FIRE DEPARTMENT		7,415.44
STREET SWEEPING					
MACQUEEN	MACQUEEN EQUIPMENT, LLC	TURNBUCKLE	01-330-000-51400	304.42	
MACQUEEN		FREIGHT	01-330-000-51400	18.21	
			TOTAL		322.63
			TOTAL STREET SWEEPING		322.63

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
SNOW REMOVAL					
SNOW REMOVAL					
USBANK	US BANK	LED LIGHT BAR	01-410-000-51400	31.69	
USBANK		ICE MELT-MICH BRIDGE SIDEWALK	01-410-000-52450	55.08	
			TOTAL SNOW REMOVAL		86.77
			TOTAL SNOW REMOVAL		86.77
STREET MACHINERY					
04545	DOOR COUNTY COOPERATIVE/NAPA	QT-4 CYCLE	01-450-000-52150	10.18	
04545		PREMIX 5 GAL	01-450-000-52150	92.15	
04545		GREASE	01-450-000-52150	71.25	
04696	DOOR COUNTY TREASURER	01/23 FUEL 626.46G	01-450-000-51650	1,953.93	
04696		01/23 DSL FUEL 829.93G	01-450-000-51650	3,261.42	
08225	HERLACHE SMALL ENGINE	CHAINS/BAR	01-450-000-52150	66.79	
08225		COUPLER	01-450-000-52150	36.65	
08225		BAR	01-450-000-52150	25.89	
O'REILLY	O'REILLY AUTO PARTS-FIRST CALL	WATER PUMP/PUMP/ASSMBY/THERMO	01-450-000-53000	196.16	
O'REILLY		CREDIT	01-450-000-53000	-37.18	
O'REILLY		SEMI MET PAD	01-450-000-53000	101.50	
O'REILLY		V-BELT	01-450-000-53000	30.49	
RIESTER	RIESTERER & SCNELL INC.	THERMOSTAT	01-450-000-53000	109.60	
USBANK	US BANK	FUEL	01-450-000-51650	61.08	
USBANK		FUEL	01-450-000-51650	73.22	
USBANK		HOSE FITTINGS/GASKETS	01-450-000-54999	93.47	
USBANK		SHIPPING	01-450-000-54999	12.95	
USBANK		VEHICLE INSPECTION BOOKS	01-450-000-54999	227.15	
			TOTAL		6,386.70
			TOTAL STREET MACHINERY		6,386.70
CITY GARAGE					
01766	AURORA MEDICAL GROUP	ANNUAL CONSORTIUM FEE	01-460-000-57100	90.00	
GARAGE	GARAGE DOOR SERVICES OF DC	GARAGE DOOR REPAIRS DPW	01-460-000-58999	145.25	
USBANK	US BANK	OIL TRANSFER PUMP	01-460-000-52700	865.00	
USBANK		HOSE KIT	01-460-000-52700	149.00	
USBANK		SHIPPING	01-460-000-52700	80.36	
USBANK		CAMLOCK FITTING	01-460-000-54999	54.58	
USBANK		SHIPPING	01-460-000-54999	12.95	
USBANK		SUCTION STRAINER	01-460-000-54999	45.97	
USBANK		SLOAN VALVE	01-460-000-55300	119.00	
USBANK		FIRST AID KITS/AED BOX	01-460-000-52350	299.77	
USBANK		BREAK FREE	01-460-000-54999	186.75	
			TOTAL		2,048.63
			TOTAL CITY GARAGE		2,048.63
PARK & RECREATION ADMIN					
17700	QUILL CORPORATION	OFFICE SUPPLIES	01-500-000-51950	121.56	

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
USBANK	US BANK	KICK OFF TO SUMMER SUPPLIES	01-500-000-52250	282.66	
USBANK		01/23 PHIL/RYAN CELL PHONE	01-500-000-58250	77.14	
			TOTAL		481.36
			TOTAL PARK & RECREATION ADMIN		481.36
PARKS AND PLAYGROUNDS					
04696	DOOR COUNTY TREASURER	01/23 FUEL 219.95 G	01-510-000-51650	686.02	
04696		01/23 DSL FUEL 14.45 G	01-510-000-51650	56.99	
06012	FASTENAL COMPANY	HARDWARE	01-510-000-54999	31.14	
06012		HARDWARE	01-510-000-54999	25.56	
USBANK	US BANK	PLIERS	01-510-000-52700	96.76	
USBANK		CREDIT	01-510-000-54999	-69.44	
USBANK		GREASE GUN COUPLER/BATTERIES	01-510-000-52700	71.69	
USBANK		HEATER	01-510-000-54999	69.44	
USBANK		SUPPLIES	01-510-000-51850	47.49	
			TOTAL		1,015.65
			TOTAL PARKS AND PLAYGROUNDS		1,015.65
ICE RINKS					
USBANK	US BANK	ICE SKATES	01-530-000-54999	269.88	
USBANK		ICE SKATES	01-530-000-54999	179.97	
USBANK		ICE SKATES	01-530-000-54999	97.27	
USBANK		ICE SKATES	01-530-000-54999	113.31	
USBANK		ICE SKATES	01-530-000-54999	452.03	
USBANK		ICE SKATE LACES	01-530-000-54999	38.35	
USBANK		ICE SKATE LACES	01-530-000-54999	18.48	
USBANK		ICE SKATE LACES	01-530-000-54999	31.96	
			TOTAL		1,201.25
			TOTAL ICE RINKS		1,201.25
MUNICIPAL DOCKS					
DIAMOND	DIAMOND BUSINESS GRAPHICS	LAUNCH PASS ENVELOPES	01-550-000-51600	2,058.74	
			TOTAL		2,058.74
			TOTAL MUNICIPAL DOCKS		2,058.74
WATER WEED MANAGEMENT					
USBANK	US BANK	GROUND STRAP/SCREWS	01-560-000-51400	20.50	
			TOTAL		20.50
			TOTAL WATER WEED MANAGEMENT		20.50

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
GENERAL FUND					
COMMUNITY & ECONOMIC DEVLPMT					
USBANK	US BANK	BUSINESS CARDS/SERVIA	01-900-000-51950	32.37	
			TOTAL		32.37
			TOTAL COMMUNITY & ECONOMIC DEVLPMT		32.37
			TOTAL GENERAL FUND		194,245.50
CAPITAL FUND					
COMPUTER					
AMPLITEL	AMPLITEL TECHNOLOGIES, LLC	PORT SEC CAM REPLACE	10-125-000-59000	10,651.37	
			TOTAL		10,651.37
			TOTAL COMPUTER		10,651.37
CITY HALL					
CITY HALL EXPENSE					
USBANK	US BANK	COUNTERTOPS	10-160-000-59040	481.93	
			TOTAL CITY HALL EXPENSE		481.93
			TOTAL CITY HALL		481.93
PATROL					
PATROL					
11545	MAPLE STREET SIGN CO.	PROVIDE/INSTALL GRAPHICS SQ 10	10-215-000-59035	548.66	
AMPLITEL	AMPLITEL TECHNOLOGIES, LLC	PORT SEC CAMERAS	10-215-000-59000	10,629.69	
KIESLERS	KIESLER'S POLICE SUPPLY, INC.	WEAPONS-HOLSTERS/MOUNST/SIGHTS	10-215-000-59999	2,221.50	
			TOTAL PATROL		13,399.85
			TOTAL PATROL		13,399.85
FIRE DEPARTMENT					
EXPENSE					
PAULCONW	PAUL CONWAY SHIELDS	STRUCTURE GLOVES	10-250-000-59050	380.50	
USBANK	US BANK	HELMET SHEILD HOLDERS	10-250-000-59050	792.55	
USBANK		BRUSH TRUCK EQUIP	10-250-000-59060	937.74	
			TOTAL EXPENSE		2,110.79
			TOTAL FIRE DEPARTMENT		2,110.79
			TOTAL CAPITAL FUND		26,643.94
TID #6 DISTRICT					
TID #6 DISTRICT					
TID #6 DISTRICT					
AMUNDSEN	AMUNDSEN DAVIS, LLC	01/23 DEV AGREE/CONTRTS/COBBLE	22-360-000-55001	468.00	

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
TID #6 DISTRICT					
TID #6 DISTRICT					
TID #6 DISTRICT					
			TOTAL TID #6 DISTRICT		468.00
			TOTAL TID #6 DISTRICT		468.00
			TOTAL TID #6 DISTRICT		468.00
TID #2 DISTRICT					
TID DISTRICT #2					
TID #2 A AREA BONDS - CITY					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TID 2 CTY AREA REFI	25-320-930-70001	62.40	
			TOTAL TID #2 A AREA BONDS - CITY		62.40
TID #2 A AREA BONDS - DVL					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TID 2 SPLLC REFI 7.5.12	25-320-931-70001	790.40	
			TOTAL TID #2 A AREA BONDS - DVL		790.40
T2 ROAD PROJECTS					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TID 2 BRIDGE REFI	25-320-932-70001	1,383.20	
			TOTAL T2 ROAD PROJECTS		1,383.20
T2 SERIES 2006A					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TID 2 10.1.14 LEASE REV	25-320-933-70001	15,787.50	
01764		04/23 10.1.15 DEBT RESTRCTURE	25-320-933-70001	14,087.50	
01764		04/23 GO REF BOND 9.7.16	25-320-933-70001	63,700.00	
01764		04/23 TID 2 LRB REFI 7.5.12	25-320-933-70001	8,164.00	
			TOTAL T2 SERIES 2006A		101,739.00
			TOTAL TID DISTRICT #2		103,975.00
			TOTAL TID #2 DISTRICT		103,975.00
TID #3 DISTRICT					
TID #3 DISTRICT					
$1.685 NOTES					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TID 3	27-330-937-70001	20,992.50	
			TOTAL $1.685 NOTES		20,992.50
			TOTAL TID #3 DISTRICT		20,992.50
			TOTAL TID #3 DISTRICT		20,992.50
TID #4 DISTRICT					
TID #4 DISTRICT					
PROMISSORY NOTES					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TID 4 PRJCTS	28-340-986-70001	10,000.00	
			TOTAL PROMISSORY NOTES		10,000.00

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
TID #4 DISTRICT					
T4 $3.12 NOTES					
T4 $3.12 NOTES					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 TAXABLE GO REFND BND T4	28-340-987-70001	6,681.25	
			TOTAL T4 $3.12 NOTES		6,681.25
T4 BONDS					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 GO REFND BND TID 4	28-340-988-70001	21,800.00	
			TOTAL T4 BONDS		21,800.00
			TOTAL TID #4 DISTRICT		38,481.25
			TOTAL TID #4 DISTRICT		38,481.25
SOLID WASTE ENTERPRISE					
SOLID WASTE ENTERPRISE FUND					
SOLID WASTE ENTERPRISE FUND					
04696	DOOR COUNTY TREASURER	01/23 DSL FUEL 778.98 G	60-000-000-51650	3,072.29	
			TOTAL SOLID WASTE ENTERPRISE FUND		3,072.29
REFUSE EQUIPMENT					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 REFUSE TRUCK	60-000-918-70001	2,493.90	
			TOTAL REFUSE EQUIPMENT		2,493.90
REFUSE EQUIPMENT					
01764	ASSOCIATED WEALTH MANAGEMENT	04/23 REFUSE TRUCK	60-000-919-70001	2,493.90	
			TOTAL REFUSE EQUIPMENT		2,493.90
			TOTAL SOLID WASTE ENTERPRISE FUND		8,060.09
			TOTAL SOLID WASTE ENTERPRISE		8,060.09
			TOTAL ALL FUNDS		392,866.28

MANUAL CHECKS

DOOR COUNTY TREASURER 02/16/23 Check # 91510 02/23 Tax Settlement 01-000-000-24212	$1,176,923.13
NWTC GREEN BAY 02/16/23 Check # 91511 02/23 Tax Settlement 01-000-000-24640	$251,508.05
SEVASTOPOL SCHOOL DISTRICT 02/16/23 Check # 91512 02/23 Tax Settlement 01-000-000-24630	$81,250.63
SOUTHERN DOOR SCHOOL DISTRICT 02/16/23 Check # 91513 02/23 Tax Settlement 01-000-000-24620	$203,776.40
STURGEON BAY SCHOOL DISTRICT 02/16/23 Check # 91514 02/23 Tax Settlement 01-000-000-24610	$3,152,988.46
EMPLOYEE BENEFITS CORP. 02/16/23 Check # 91515 FSA/COBRA/HRA/FSA 01-600-000-50510	$180.50
SUN LIFE 02/16/23 Check # 91516 03/23 Short- & Long-Term Disability 01-1000-000-21545	$2,156.51
SUPERIOR VISION INSURANCE 02/16/2023 Check # 91517 03/23 Vision Insurance 01-000-000-21540	$916.20

SPECTRUM 02/20/23 Check # 91518 01/23 Cable Statement Charges 01-160-000-58999	$147.00
SOUTHERN DOOR SCHOOL DISTRICT 02/20/23 Check # 91519 01/23 Mobile Home Tax Payment 01-000-000-41300	$195.07
STURGEON BAY SCHOOL DISTRICT 02/20/23 Check # 91520 01/23 Mobile Home Tax Payment 01-000-000-41300	$3,751.96
TOTAL MANUAL CHECKS	**$4,873,793.91**

INVOICES DUE ON/BEFORE 03/07/2023

VENDOR #	NAME	ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE

SUMMARY OF FUNDS:

GENERAL FUND	~~194,245.50~~	5,068,039.41
CAPITAL FUND	26,643.94	
TID #6 DISTRICT	468.00	
TID #2 DISTRICT	103,975.00	
TID #3 DISTRICT	20,992.50	
TID #4 DISTRICT	38,481.25	
SOLID WASTE ENTERPRISE	8,060.09	
TOTAL --- ALL FUNDS	~~392,866.28~~	5,266,660.19