

Two Rivers City Hall  
1717 East Park Street  
Council Chambers  
Two Rivers, WI 54241  
(920) 793-5532  
www.two-rivers.org



**CITY OF TWO RIVERS  
CITY COUNCIL AGENDA  
Monday, March 16, 2020  
Council Chambers – City Hall – 6:00PM  
Regular Meeting**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL BY CITY CLERK**
- 4. WELCOME TO COUNCILMEMBER JOHN CASAVANT--APPOINTED ON MARCH 2, 2020 TO FILL THE BALANCE OF PATRICK GAGNON TERM ON CITY COUNCIL**
- 5. CONSIDERATION OF ANY COUNCIL MEMBER REQUESTS TO PARTICIPATE IN THIS MEETING FROM A REMOTE LOCATION**
- 6. PUBLIC HEARING**
- 7. INPUT FROM THE PUBLIC**
- 8. COUNCIL COMMUNICATIONS**  
Letters and other communications from citizens
- 9. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES**
- 10. CITY MANAGER'S REPORT**
  - A. Invited Guests
    1. Justin Fischer, Robert W. Baird, Regarding Financing of 2020 Capital Projects and Possible Refinancing of City Debt for Interest Savings  
Recommended Action:  
Consideration of Resolutions--Agenda Items 11A and 11B
  - B. Status/Update Reports
    1. City Response Planning for COVID 19-Coronavirus Public Health Emergency

2. Riverside Foods Expansion Project
3. Downtown Hotel Development
4. Culver's Restaurant Project
5. Proposed Redevelopment Project at Former Eggers West Property
6. Former Gas Station/Convenience Store at 2023 Washington Street
7. Status of Former Schwarz's Pub Property at 1509 Washington Street
8. Other
9. Upcoming Events

C. Legislative/Intergovernmental Update

## 11. **CONSENT AGENDA**

A. Presentation of Minutes

1. Regular City Council Minutes-February 3, 2020

Recommended Action:

Motion to waive reading and adopt the minutes

B. Applications and Petitions

1. Application for Operator's License - Recommended for Approval

- a. Micah J. Geimer, 1031 28th Street Apt A, Two Rivers

Recommended Action:

Motion to approve the application and authorized the City Clerk to issue the license

2. Applications for Temporary Class B License

- a. Two Rivers Historical Society, Ink & Drink Mini Workshop, Friday, March 27, 2020, 1816 10th Street Hamilton Wood Type & Print Museum, 5:30 - 8:30 PM
- b. Two Rivers Historical Society, Ink & Drink Mini Workshop, Friday, April 10, 2020, 1816 10th Street Hamilton Wood Type & Print Museum, 5:30 - 8:30 PM
- c. Woodland Dunes, Woodland Dunes Open House, Wednesday, April 22, 2020, 3000 Hawthorne Avenue, 3:00 - 7:00 PM
- d. Two Rivers Historical Society, Ink & Drink Mini Workshop, Friday, May 15, 2020, 1816 10th Street Hamilton Wood Type & Print Museum, 5:30 - 8:30 PM

Recommended Action:

Motion to approve the applications and authorize the City Clerk to issue the licenses

3. Change of Agent Schedule of Appointment

- a. Ariel Schaub, Agent; Fireside Pub LLC, 1415 16th Street

Recommended Action:

Motion to authorize City Clerk to change license with successor of agent

C. Reports

1. Minutes of Meetings

- a. Advisory Recreation Board, January 14, 2020
- b. Committee on Aging, February 3, 2020
- c. Lester Public Library, February 11, 2020
- d. Public Works, March 2, 2020
- e. Public Utilities, March 3, 2020

Recommended Action:

Motion to receive and place on file

2. Department Reports for February 2020

- a. Electric
- b. Inspections
- d. Lester Public Library
- e. Parks and Recreation
- f. Public Works/Wastewater
- g. Safety Program
- h. Water
- i. Park and Recreation, January
- j. Lester Public Library Annual Report
- j. Fire, January

Recommended Action:

Motion to receive and file

3. Summary of Verified Bills for the Month of February 2020 for \$4,618,518.41

Recommended Action:

Motion to receive and place on file

**RECOMMENDED ACTION FOR CONSENT AGENDA**

Motion to approve the Consent Agenda with the various actions recommended

**12. CITY COUNCIL - FORMAL ITEMS**

- A. Resolution Providing for the Sale of Approximately \$6,520,000 General Obligation Promissory Notes

Recommended Action:

Motion to waive reading and adopt the Resolution

- B. Resolution Providing for the Sale of Approximately \$2,085,000 Taxable General Obligation Refunding Bonds

Recommended Action:

Motion to waive reading and adopt the Resolution

- C. Recommendations from City Manager and Personnel and Finance Committee Regarding Additional 2020 Borrowings from State Trust Fund Loan Program

1. \$250,000, 20-year General Obligation Borrowing for TID 13 Developer Grant (Interest Rate 3.25 percent; to be paid from TID 13(Revenues)
2. \$550,000, 3-Year General Obligation Borrowing for Water and Sewer Short-Term Advances Associated With Private Sewer and Water Lateral Replacements (Interest Rate 2.5 Percent; to be Paid from Special Charges to Property Owners)
3. \$1,073,000, 15-Year Storm Water Utility Borrowing for Utility Replacement in Conjunction with 2020-2021 Street Projects, 2020-2021 Shoreline Erosion Control and Repair Work (Interest Rate to be Determined)

Recommended Action:

Motion to concur with the recommendations of the City Manager and the Personnel and Finance Committee, and direct the City Manager to bring loan applications to City Council for action

- D. Development Agreement with TR Holdings, LLC, TID No. 13 Grant to Assist Culver's Development

Recommended Action:

Motion to Authorize the City Manager and City Clerk to execute the agreement on behalf of the City

- E. Set Public Hearing on Special Assessments for 2020 Street and Utility Projects

--25th Street from Forest Avenue to West River Street

--Madison Street from 19th Street to 22nd Street

Recommended Action:

Motion to set Public Hearing for Monday, April 6 at 6:00 PM

- F. Resolution to Lease New Bobcat Toolcat 5600

Recommended Action:

Motion to waive reading and adopt the Resolution, authorize trade-in of one existing Toolcat

- G. Resolution to Lease New Bobcat Compact Track Loader T595

Recommended Action:

Motion to waive reading and adopt the Resolution, authorize sale of one existing Toolcat now owned by the City

- H. Submittal of 2019 MS4 Annual Report for Municipal Separate Storm Sewer System

Recommended Action:

Motion to approve and submit to the DNR

- I. Resolution for Urban Non-Point Source & Stormwater Cost-Sharing Grant Program

Recommended Action:

Motion to waive reading and adopt the Resolution

- J. Resolution to Support Submittal of an Urban Non-Point Source & Stormwater Grant Application for Eggers Pond Project

Recommended Action:

Motion to waive reading and adopt the Resolution



- K. Council Direction Regarding Possible Ordinance Amendment to Allow Issuance of Beverage Operator Licenses by City Clerk, as Allowed in Recent Changes in State Law

Recommended Action:

Motion to direct staff to prepare an ordinance amendment for City Council consideration

- L. Noise Ordinance Waiver Request for Relay for Life, Friday, July 24, 2020 until 11:00 PM Central Park

Recommended Action:

Motion to approve the request as submitted

- M. Actions to Fill Committee Seats Formerly Held by Patrick Gagnon

1. Council President Andrews has Appointed John Casavant to Vacancy on Public Works Committee
2. Council Appoints to Other Committee Seats That Were Held by Patrick Gagnon
  - Community Development Authority/Business and Industrial Development Committee
  - Community Development Block Grant Housing Committee

**RECOMMENDATION FROM THE PLAN COMMISSION MEETING OF MARCH 9, 2020**

- N. Right-of-Way Privilege Agreement to Allow a Ten-Foot Encroachment for Nine Parking Stalls in the Northwest Corner of the Property at 2511 Wilson Street, Submitted by Riverside Seafood Inc. (Property Owner)

Recommended Action:

Motion to approve Right-of-Way Privilege Agreement, as recommended by the Plan Commission

- O. Schedule Public Hearing to Change Zoning from R-1 Single Family Residence District to C-2 Conservancy District for a 65.04 Acre Parcel in the 3800 Block of Lincoln Avenue for the Establishment of the Van der Brohe Arboretum and Bird Sanctuary, Submitted by John Durbrow (Agent)

Recommended Action:

Motion to schedule Public Hearing on Monday, April 6, 2020 at 6:00 PM

- P. Schedule a Public Hearing on Ordinance to add "Event Facility/Assembly Hall" as a Conditional Use in the C-2 Conservancy District

Recommended Action:

Motion to schedule a Public Hearing on Monday, April 6, 2020 at 6:00 PM

- Q. Schedule a Public Hearing to Change Zoning from R-3 Single and Double Family Residence District to B-1 Business District for 2121 Adams Street, Submitted by Riley Haupt (owner) and David O'Brien, Baylakes Buildings as Agent for Aaron Abt (developer)

Recommended Action:

Motion to schedule Public Hearing on Monday, April 6, 2020 at 6:00 PM

- R. Schedule Public Hearing for a Conditional Use Permit to Establish the Tidy Store of Two Rivers, a Gas Station Including a Convenience Store, at the Northeast Corner of 16th

and Monroe Streets in the B-2 Business District, Submitted by Virginia Craven (Property Owner) and Basu Dev Adhikari (Buyer)

Recommended Action:

Motion to schedule a Public Hearing on Monday, April 6, 2020 at 6:00 PM

**13. FOR INFORMATION ONLY**

- A. Absentee Ballots for April 7, 2020 Spring Election and Presidential Preference Primary can be requested on-line or by mail through April 2, 2020
- B. In Person Absentee Voting for the April 7, 2020 Spring Election and Presidential Preference Primary, March 17 through April 3 at City Hall between the hours of 8:00 AM and 4:30 PM; Friday, March 3, 8:00 AM - 5:00 PM
- C. League of Women Voter's City Council Candidate Forum, Thursday, March 19, 2020, 7:00 PM, Council Chambers
- D. City Council Work Session, Monday, March 30, 2020, 6:00 PM
- E. Scholar for Life: Global Inequality, Lester Public Library, Tuesday, March 31, 6:00 PM
- F. Two Rivers Water & Light Department Sponsors Two \$500 Scholarships, Deadline for Application is April 1, 2020
- G. City Council Meeting, Monday, April 6, 2020, 6:00 PM

**14. CLOSED SESSION**

The City Council reserves the right to enter into Closed Session, per Wisc. Stats 1985(1)(e) deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session

- Discuss Possible City Assistance to Economic Development Projects: Proposed Culver's, Other
- Discuss Status of Negotiations Regarding Former Hamilton Property

And per Wisc. 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

- Confer with Legal Counsel Regarding Property Acquisition Matters Likely to be the Subject of Litigation: Former Hamilton Property
- Discuss Recent Notice of Threatened Litigation

**15. RECONVENE IN OPEN SESSION**

To consider possible actions in follow-up to closed session discussions

**16. ADJOURNMENT**

Motion to dispense with the reading of the minutes of the meeting and adjourn

Please note, upon reasonable notice, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Office of the City Manager by calling 793-5532.

It is possible that members of and possibly a quorum of governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

**CITY OF TWO RIVERS  
COUNCIL PROCEEDINGS  
REGULAR MEETING  
Monday, March 2, 2020 – 6:00 PM  
Council Chambers – City Hall  
MINUTES**

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1. **CALL TO ORDER** by President Curt Andrews at 6:00 PM.

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL BY CITY CLERK**

Attendee Name	Title	Status	Arrived
Jay Remiker	Councilmember	Present	
Bill LeClair	Councilmember	Present	
Bonnie Shimulunas	Councilmember	Present	
Curt Andrews	Vice-President	Present	
David England	Councilmember	Present	
Erin Gonnerman	Councilmember	Present	
Jack Powalisz	Councilmember	Present	
Mark Bittner	Councilmember	Present	6:10 PM

Also present were Jeff Dawson, Lester Library Director; Al Schaeffer, Interim Parks and Recreation Director; Jim McDonald, Public Works Director; Steve Denzien, Fire Chief; Ken Kozak, Electric Director; Brian Kohlmeier, Police Chief; Ross Blaha, Water Director; Dave Buss, Finance Director; Elizabeth Runge, Economic Development Director/City Planner; Rick Powell, EDP Supervisor; Jack Bruce, City Attorney and Greg Buckley, City Manager.

4. **CONSIDERATION OF ANY COUNCIL MEMBER REQUESTS TO PARTICIPATE IN THIS MEETING FROM A REMOTE LOCATION**

Councilmember Bittner asked to participate in the open session portion of the meeting from remote location.

5. **PUBLIC HEARING**

- A. **2020-044** Conditional Use Permit to operate an Automobile Sales and Service Establishment in the B-1 Business District at 1915 Jefferson Street, submitted by Kevin Last, d/b/a Kevin's Kustom & Klassic Kars, LLC (owner)

Recommended Action:

Motion to waive reading and adopt the Conditional Use Permit, as recommended by the Plan Commission

Vice-President Andrews opened the first call, no one addressed the Council.

On the second and third calls, no one addressed the Council. Vice-President Andrews closed the hearing.

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** David England, Councilmember  
**SECONDER:** Jack Powalisz, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz  
**ABSENT:** Bittner

- B. **2020-045** Zoning Code Text Amendment related to the Development Regulations for Nonconforming Structures

Recommended Action:

Motion to reading and adopt the Ordinance, as recommended by the Plan Commission

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Bonnie Shimulunas, Councilmember  
**SECONDER:** Erin Gonnerman, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz  
**ABSENT:** Bittner

## 6. INPUT FROM THE PUBLIC

None.

## 7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

None.

## 8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember Shimulunas stated that Progress Lakeshore will be having their Annual Excellence in Economic Development Awards Breakfast on Tuesday, May 5, 2020 and asked the community to go to their website to submit deserving Two Rivers businesses for awards.

## 9. CITY MANAGER'S REPORT

### A. Invited Guests

1. Donald Taddy, District Legionnaire of the Year Award

Mr. Buckley introduced Pam Stevens, Post Commander Post 65 to announce the American Legion's recognition of Don Taddy as the Sixth District Legionnaire of the Year. American Legion District Chuck Augustine acknowledged the award for Don Taddy.

2. Al Schaefer, Parks and Recreation Director

Mr. Buckley introduced interim Parks and Recreation Director, Al Schaefer.

### B. Status/Update Reports

1. Suspension of Enforcement of Winter Parking Ban

Mr. Buckley reported that due to lack of snow and warmer than normal temperatures, the overnight parking ban has been suspended until 1:30 AM on Monday, March 9.

The City staff will review the weather forecast on Friday, March 6, to decide on a possible extension of the suspension, to the end of the seasonal parking ban, on March 15.

2. Riverside Foods Expansion Project

Mr. Buckley stated the Site and Architectural Plans for the company's 8,900 SF building expansion were approved by the Plan Commission on February 10. The agreement for a \$400,000 TID 8 grant will be presented for action by the City Council on this agenda the agreement for a \$300,000 loan was approved by the Business Industrial Development Committee on February 25. The project cost is estimated at \$8 million.

The building construction is to start on March 16 and continue into August. In the interest of project efficiency and public safety the 2500 block of Wilson Street will be closed to traffic and parking will be prohibited on 26th Street between Jackson and Wilson. Also, the 2500 block of Jackson Street will be closed for about a week in late March, for City utility work related to the project.

3. Downtown Hotel Development

Mr. Buckley stated that the construction of the \$6.3 million project continues pretty much on schedule, toward a June 2020 opening. The roof structure is now in place and the windows are being installed this week. So far, \$250,000 of the City TIF Grant totaling \$750,000 has been drawn down by the developers.

4. Culver's Restaurant Project

Mr. Buckley stated the \$3 million investment proposed for the SW corner of Washington and 22<sup>nd</sup> Street is moving forward. The closing dates for developer land purchases have been moved back a month, to March 31. The developer has obtained one additional property at the SE corner of Adams and 22<sup>nd</sup> Streets, enlarging the project site. The TID 13 Development Agreement will be reviewed by Council in closed session tonight with final Council action on March 16.

5. Woodland Dunes Nature Center Expansion Project

Mr. Buckley reported that he represented the City at the Press Conference at the expanded nature center at Woodland Dunes on February 27. The project is part of a \$2.2 million capital campaign by Woodland Dunes, which is nearing the \$1.5 million mark.

The 5,000 SF addition will accommodate larger groups for school visits and classes/workshops. Woodland Dunes plays an important role in preserving natural areas and helping educate the public on environmental stewardship.

6. Marketing of Residential Lots in Sandy Bay Highlands Subdivision

Mr. Buckley stated the Community Development Authority recently approved the sale of a lot in Phase 2 of the Sandy Bay Highlands Conservation Subdivision (Block 3, Lot 9). Marketing activity is ongoing, by Amy Townsend of Berkshire Hathaway.

7. Status of Vacant, Blighted Former Gas Station/Convenience Store at 2023 Washington Street

Mr. Buckley stated the City Council approved the agreement with Manitowoc County at the meeting on January 27, accepting assignment of the County's tax foreclosure judgment on the property. The City is ready to file for award of the title in Circuit Court.

8. Status of Former Schwarz's Pub Property at 1509 Washington Street

Mr. Buckley reported that there is an accepted offer on the property, subject to City and Investor's Community Bank finalizing terms with the current owner for balances due on loans.

9. Upcoming Events

Mr. Buckley stated the Tuesday, April 7, 2020 Election polling hours from 7:00 AM to 8:00 PM. The ballot included three seats on City Council; the candidates are Tracey Koach, Adam Wachowski, Darla LeClair, Bonnie Shimulunas and Keith Lyons. He also stated the upcoming City Council Candidate Forums; League of Women Voters on Thursday, March 19 at 7:00 PM, City Hall Council Chambers and the Two Rivers Business Association on Thursday, March 26, 6:00 PM, Sepia Chapel.

Mr. Buckley reported on the Big Brothers Big Sisters Bowl for Kids Sake on March 6-6 and 13-14 at Rudy's Lanes and the Main Street's Great TRivia Contest on March 13 at the Community House Gym.

10. Other

Mr. Buckley stated at the March 17 City Council meeting it will include a presentation by the City financial advisors from Robert W. Baird & Associates regarding the 10-year financing for 2020 Capital Projects and the possible refinancing of existing City debt for interest rate savings.

Mr. Buckley reported the public is welcome to attend and participate in Public Input Sessions on the Future of the Hamilton Wood Type and Printing Museum on March 5 and 14. He commented that the museum not only preserves and celebrates a huge element of Two Rivers' history, but is very much a part of today's "creative economy."

Mr. Buckley stated he was honored to join with Manitowoc Mayor Justin Nickels in officiating at the second annual Porta Pottie Races event on February 29, a major fundraiser for Lakeshore Foster Families and Friends.

C. Legislative/Intergovernmental Update

## 10. CONSENT AGENDA

A. Presentation of Minutes

1. **2020-046** Regular City Council Minutes February 17, 2020 and Work Session February 24, 2020

Recommended Action:

Motion to waive reading and adopt the minutes

B. Applications and Petitions

1. Application for Operator's License - Recommended for Approval

- a. Charles N. Gauthier, 1417 15th Street, Two Rivers

Recommended Action:

Motion to approve the application and authorize the City Clerk to issue the license

2. Application for Taxi License

- a. Becky J. Kriescher, 7054 Tannery Road, Two Rivers

Recommended Action:

Motion to approve the application and authorize the City Clerk to issue the license

C. Reports

1. **2020-047** Minutes of Meetings

- a. Personnel and Finance Committee, January 30, 2020

Recommended Action:

Motion to receive and place on file

2. **2020-048** YTD 2019 YEP Youth Equipment & Programming Fund Annual Report

Recommended Action:

Motion to receive and file

**RECOMMENDED ACTION FOR CONSENT AGENDA**

Motion to approve the Consent Agenda with the various actions recommended

**RESULT:** APPROVED WITH VOICE VOTE [UNANIMOUS]  
**MOVER:** Bill LeClair, Councilmember  
**SECONDER:** Erin Gonnerman, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

**11. CITY COUNCIL - FORMAL ITEMS**

- A. **2020-049** Resolution Upon Retirement for Police Chief Joseph V. Collins

Recommended Action:

Motion to read and adopt the Resolution

Chief Brian Kohlmeier read the resolution aloud.

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Mark Bittner, Councilmember  
**SECONDER:** David England, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

- B. **2020-050** 2020 Special Events Street Closures Request from Parks and Recreation Department

Recommended Action:



Motion to approve the request as submitted

Mr. Buckley reported that the City will be experimenting with a new detour route for those events that involve the closure of Washington Street in the downtown area. In lieu of using Jefferson Street as the detour, Madison and Monroe Streets will be the detour route. This alternative detour will first be used for the Cool City Classic Car Cruise and Car Show, in late June.

**RESULT:** APPROVED WITH VOICE VOTE [UNANIMOUS]  
**MOVER:** Bill LeClair, Councilmember  
**SECONDER:** Erin Gonnerman, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

- C. Council Action with Regard to Filling the Vacancy on City Council Resulting From the Passing of Patrick Gagnon

Recommended Action:  
 Council discretion

President Andrews asked for nominations, noting that Roberts Rules of Order do not require a second for placing a name in nomination.  
 Motion to close nominations and cast vote for John Casavant to fill vacancy on City Council.

**RESULT:** APPROVED WITH ROLL CALL [7 TO 1]  
**MOVER:** Jack Powalisz, Councilmember  
**SECONDER:** Bill LeClair, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz  
**NAYS:** Bittner

- D. Appointment of City Councilmember to Replace Patrick Gagnon on the Room Tax Commission (Tabled from Council Meeting of February 24, 2020)

Recommended Action:  
 Council discretion

Councilmember Bittner nominated Councilmember Andrews to replace Patrick Gagnon on the Room Tax Commission.

**RESULT:** APPROVED WITH ROLL CALL [7 TO 1]  
**MOVER:** David England, Councilmember  
**SECONDER:** Jay Remiker, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Powalisz, Bittner  
**NAYS:** Gonnerman

- E. Election of Vice-President-Nominations, Then Election by Paper Ballot

Recommended Action:  
 Council discretion

Councilmember Gonnerman nominated Councilmember Powalisz to serve as Council Vice-President, for the balance of the current terms (through first meeting in May).

There were no other nominations. Motion to close nominations and cast unanimous vote for Jack Powalisz as Council Vice-President.

**RESULT:** APPROVED WITH VOICE VOTE [UNANIMOUS]  
**MOVER:** Erin Gonnerman, Councilmember  
**SECONDER:** Mark Bittner, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

F. **2020-051** TID 8 Development Grant Agreement with Riverside Foods

Recommended Action:

Motion to authorize the City Manager to execute the agreement on behalf of the City

Mr. Buckley reviewed the key terms of this agreement, which calls for payments of \$80,000 per year for five years, to assist with the company's \$8 million expansion project at its Wilson Street plant.

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Bonnie Shimulunas, Councilmember  
**SECONDER:** Jack Powalisz, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

G. **2020-052** Award of Bid for Utility Work and Street Reconstruction - Madison Street and 25th Street

Recommended Action:

Motion to award the bid to Advance Construction, Inc., in its low bid amount of \$1,724,973 for the base bid plus supplemental bid

The City Manager noted that there were six bids received, and the low bid was about 15 percent below the engineer's cost estimate.

**RESULT:** APPROVED WITH VOICE VOTE [UNANIMOUS]  
**MOVER:** Erin Gonnerman, Councilmember  
**SECONDER:** Bonnie Shimulunas, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

H. **2020-053** Preliminary Resolution to Levy Special Assessments Upon the Properties Fronting on 25th Street, From West River Street to Forest Avenue, Madison Street, From 19th to 22nd Street

Recommended Action:

Motion to waive reading and adopt the Resolution

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Bill LeClair, Councilmember  
**SECONDER:** David England, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

- I. Direction to Staff Regarding Award of the Leonard W. Stangel Community Service Award, Posthumously to Patrick J. Gagnon

Recommended Action:

Motion to direct City Manager to prepare a resolution of award and identify options for a future public presentation, to include members of the Gagnon family (March work session discussion item)

**RESULT:** APPROVED WITH VOICE VOTE [UNANIMOUS]  
**MOVER:** Mark Bittner, Councilmember  
**SECONDER:** Erin Gonnerman, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

RECOMMENDATION FROM THE PUBLIC WORKS MEETING OF FEBRUARY 3, 2020

**2020-054:** Elimination of One Parking Stall on West Side of Jefferson Street on Each Side of 16th Street

Recommended Action:

Motion to approve

**RESULT:** APPROVED WITH VOICE VOTE [UNANIMOUS]  
**MOVER:** Jay Remiker, Councilmember  
**SECONDER:** David England, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz, Bittner

## 12. FOR INFORMATION ONLY

- A. Big Brothers/Big Sisters Bowl for Kids Sake 2020, March 6-7 and 13-14, Rudy's Lanes
- B. The Great TRivia Contest, Friday, March 13, 2020, 6 - 9:30 PM, J. E. Hamilton Community House Gymnasium, an activity of Two Rivers Main Street
- C. Shamrocks for Shelter benefiting the Haven Men's Shelter, Saturday, March 14, 2020, 11 AM-6 PM, Knox's Silver Valley
- D. League of Women Voter's City Council Candidate Forum, Thursday, March 19, 2020, 7:00 PM, Council Chambers
- E. City Council Meeting, Monday, April 6, 2020, 6:00 PM
- F. City Council Work Session, Monday, March 30, 2020, 6:00 PM

Councilmember Bittner left the meeting at 7:45 PM.

### 13. CLOSED SESSION

At 7:45 PM, a motion to enter into Closed Session, per Wisc. Stats 1985(1)(e) deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session

- Discuss Possible City Assistance to Economic Development Projects: Proposed Culver's; Other
- Discuss Status of Negotiations Regarding City Acquisition of Former Hamilton Property

And per Wisc. 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved

- Confer with Legal Counsel Regarding Property Acquisition Matters Likely to be Subject of Litigation: Former Hamilton Property

And per Wisc. Stats. 19.85(1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility

- Consider authorizing waiver of Personnel Policy provision as it relates to the hiring of a new full-time employee

<b>RESULT:</b>	<b>APPROVED ROLL CALL [UNANIMOUS]</b>
<b>MOVER:</b>	Bill LeClair, Councilmember
<b>SECONDER:</b>	Jack Powalisz, Councilmember
<b>AYES:</b>	Remiker, LeClair, Shimulunas, Andrews, England, Gonnerman, Powalisz
<b>ABSENT:</b>	Bittner

At 7:50 PM Councilmember Gonnerman left the meeting.

At 8:30 PM Councilmember Powalisz left the meeting.

### 14. RECONVENE IN OPEN SESSION

At 8:45 PM, a motion to consider possible actions in follow-up to closed session discussions.

<b>RESULT:</b>	<b>APPROVED VOICE VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	David England, Councilmember
<b>SECONDER:</b>	Bill LeClair, Councilmember
<b>AYES:</b>	Remiker, LeClair, Shimulunas, Andrews, England
<b>ABSENT:</b>	Gonnerman, Powalisz, Bittner

Motion to authorize modifying proposed TID 13 development agreement with Culver's to increase up-front cash grant from \$200,000 to \$250,000, reduce "pay as you go" grant from \$300,000 to \$250,000.

**RESULT:** APPROVED VOICE VOTE [5 TO 1]  
**MOVER:** Jay Remiker, Councilmember  
**SECONDER:** Bill LeClair, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England  
**NAYS:** Bittner  
**ABSENT:** Gonnerman, Powalisz

Motion to waive Nepotism Policy to allow appointment of Rebecca Hansen as Full-Time Recreation Supervisor-Special Events and Athletic Programs

**RESULT:** APPROVED VOICE VOTE [UNANIMOUS]  
**MOVER:** Bill LeClair, Councilmember  
**SECONDER:** David England, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England  
**ABSENT:** Gonnerman, Powalisz, Bittner

## 15. ADJOURNMENT

At 8:50, a motion to dispense with the reading of the minutes of the meeting and adjourn.

**RESULT:** APPROVED VOICE VOTE [UNANIMOUS]  
**MOVER:** Jay Remiker, Councilmember  
**SECONDER:** Bill LeClair, Councilmember  
**AYES:** Remiker, LeClair, Shimulunas, Andrews, England  
**ABSENT:** Gonnerman, Powalisz, Bittner

\_\_\_\_\_  
Kim M. Graves  
City Clerk

Rec# 2068164

**Application for Temporary Class "B" / "Class B" Retailer's License**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$

5

Application Date: February 27, 2020

☐ Town ☐ Village ☒ City of Two Rivers

County of Manitowoc

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30pm and ending 8:30pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** (check appropriate box) →☒ Bona fide Club☐ Church☒ Lodge/Society☐ Chamber of Commerce or similar Civic or Trade Organization☐ Veteran's Organization ☐ Fair Association

(a) Name Two Rivers Historical Society DBA Hamilton Wood Type &amp; Printing Museum

(b) Address 1816 10th Street, Two Rivers, WI 54241

(Street)

☐ Town☐ Village☒ City

(c) Date organized 1999

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Don Konop, 1612 Monroe Street, Two Rivers, WI

Vice President (currently vacant with passing of Patrick Gagnon)

Secretary Jim Van Lanen, 1622 Jefferson Street, Two Rivers, WI

Treasurer Mike Lenth, 1622 Jefferson Street, Two Rivers, WI

(g) Name and address of manager or person in charge of affair: Stephanie Carpenter, 1816 10th Street Two Rivers WI 54241

Stephanie Carpenter - 1816 10th Street, Two Rivers, WI 54241

Phone: 920.794.6272

54241

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 1816 10th Street, Two Rivers, WI 54241

(b) Lot Block

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

**3. Name of Event**

(a) List name of the event Ink &amp; Drink Mini Workshop

(b) Dates of event Friday, March 27, 2020

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer

(Signature/date)

Officer

(Signature/date)

Date Filed with Clerk

2/28/2020

Date Granted by Council

Two Rivers Historical Society

(Name of Organization)

Officer

(Signature/date)

Officer

(Signature/date)

Date Reported to Council or Board

License No.



Office of City Clerk  
 1717 East Park Street  
 Post Office Box 87  
 Two Rivers WI 54241-0087  
 Telephone . . . . . 920/793-5526  
 FAX . . . . . 920/793-5512

## NOTE:

THIS FORM TO BE COMPLETED AND ATTACHED TO ALL  
 APPLICATIONS FOR SPECIAL CLASS B MALT LICENSES FOR PICNICS &  
 GATHERINGS

\* \* \* \* \*

The applicant hereby agrees to indemnify and hold the City of Two Rivers harmless from and against any and all claims, actions, causes of action, damages, expenses, and liabilities which may be imposed upon, incurred by or asserted against the City of Two Rivers by reason of any injury or claim of injury or damage to any person or property which is associated with or arises out of the applicant's use of the City property and the dispensing of fermented malt beverage to any person pursuant to any license issued upon this application.

Hankilton Wood Type & Printing Museum  
 Organization

Bob Gil  
 By

2/27/20  
 Date



Rec# 2068164

11.B.2.b

**Application for Temporary Class "B" / "Class B" Retailer's License**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$

5

Application Date: February 27, 2020

☐ Town☐ Village☒ City of Two Rivers

County of Manitowoc

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30pm and ending 8:30pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** (check appropriate box) →☒ Bona fide Club☐ Church☒ Lodge/Society☐ Chamber of Commerce or similar Civic or Trade Organization☐ Veteran's Organization☐ Fair Association

(a) Name Two Rivers Historical Society DBA Hamilton Wood Type &amp; Printing Museum

(b) Address 1816 10th Street, Two Rivers, WI 54241

(Street)

☐ Town☐ Village☒ City

(c) Date organized 1999

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Don Konop, 1612 Monroe Street, Two Rivers, WI

Vice President (currently vacant with passing of Patrick Gagnon)

Secretary Jim Van Lanen, 1622 Jefferson Street, Two Rivers, WI

Treasurer Mike Lenth, 1622 Jefferson Street, Two Rivers, WI

(g) Name and address of manager or person in charge of affair:

Stephanie Carpenter - 1816 10th Street, Two Rivers, WI 54241

Phone: 920.794.6272

**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 1816 10th Street, Two Rivers, WI 54241

(b) Lot

Block

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

**3. Name of Event**

(a) List name of the event Ink &amp; Drink Mini Workshop

(b) Dates of event Friday, April 10, 2020

**DECLARATION**

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer

(Signature/date)

Officer

(Signature/date)

Date Filed with Clerk

02/20/2020

Date Granted by Council

Two Rivers Historical Society

(Name of Organization)

Officer

(Signature/date)

Officer

(Signature/date)

Date Reported to Council or Board

License No.



## Council Manager Government Since 1924



Office of City Clerk  
 1717 East Park Street  
 Post Office Box 87  
 Two Rivers WI 54241-0087  
 Telephone . . . . . 920/793-5526  
 FAX . . . . . 920/793-5512

## NOTE:

THIS FORM TO BE COMPLETED AND ATTACHED TO ALL  
 APPLICATIONS FOR SPECIAL CLASS B MALT LICENSES FOR PICNICS &  
 GATHERINGS

\* \* \* \* \*

The applicant hereby agrees to indemnify and hold the City of Two Rivers harmless from and against any and all claims, actions, causes of action, damages, expenses, and liabilities which may be imposed upon, incurred by or asserted against the City of Two Rivers by reason of any injury or claim of injury or damage to any person or property which is associated with or arises out of the applicant's use of the City property and the dispensing of fermented malt beverage to any person pursuant to any license issued upon this application.

Nankilton Wood Type & Printing Museum  
 Organization

John A.  
 By

2/27/20  
 Date

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 5

Application Date: 3-2-20

☐ Town ☐ Village ☒ City of Two Rivers

County of Manitowish

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Time 3pm and ending Time 7pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

## 1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☒ Lodge/Society  
☐ Veteran's Organization ☐ Fair Association or Agricultural Society  
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Woodland Dunes

(b) Address 3000 Hawthorne Two Rivers WI 54241  
 (Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1974

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Jim Knicklebine

Vice President Tom Kachorek

Secretary Lyn Bruchad

Treasurer Tray Christensen

(g) Name and address of manager or person in charge of affair: Nancy Nabelk

Phone Number: 920-793-4007

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 3000 Woodland Hawthorne

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

## 3. Name of Event

(a) List name of the event Woodland Dunes Open House

(b) Dates of event April 22<sup>nd</sup> 2020

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Eg Christensen 3-2-20  
 (Signature / Date)

Woodland Dunes  
 (Name of Organization)

Date Filed with Clerk 03/03/2020

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



Office of City Clerk  
 1717 East Park Street  
 Post Office Box 87  
 Two Rivers WI 54241-0087  
 Telephone . . . . . 920/793-5526  
 FAX . . . . . 920/793-5512

## NOTE:

THIS FORM TO BE COMPLETED AND ATTACHED TO ALL  
 APPLICATIONS FOR SPECIAL CLASS B MALT LICENSES FOR PICNICS &  
 GATHERINGS

\* \* \* \* \*

The applicant hereby agrees to indemnify and hold the City of Two Rivers harmless from and against any and all claims, actions, causes of action, damages, expenses, and liabilities which may be imposed upon, incurred by or asserted against the City of Two Rivers by reason of any injury or claim of injury or damage to any person or property which is associated with or arises out of the applicant's use of the City property and the dispensing of fermented malt beverage to any person pursuant to any license issued upon this application.

Woodland Dunes  
 Organization

[Signature]  
 By

3-3-20  
 Date

Rec# 2068164

11.B.2.d

## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 5

Application Date: February 27, 2020

☐ Town ☐ Village ☒ City of Two Rivers

County of Manitowoc

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5:30pm and ending 8:30pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

☒ Bona fide Club ☐ Church ☒ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization ☐ Fair Association

(a) Name Two Rivers Historical Society DBA Hamilton Wood Type & Printing Museum

(b) Address 1816 10th Street, Two Rivers, WI 54241

(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 1999

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

#### (f) Names and addresses of all officers:

President Don Konop, 1612 Monroe Street, Two Rivers, WI

Vice President (currently vacant with passing of Patrick Gagnon)

Secretary Jim Van Lanen, 1622 Jefferson Street, Two Rivers, WI

Treasurer Mike Lenth, 1622 Jefferson Street, Two Rivers, WI

(g) Name and address of manager or person in charge of affair: \_\_\_\_\_

Stephanie Carpenter - 1816 10th Street, Two Rivers, WI 54241

Phone: 920.794.6272

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1816 10th Street, Two Rivers, WI 54241

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? ALL

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Ink & Drink Mini Workshop

(b) Dates of event Friday, May 15, 2020

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer

[Signature]  
(Signature/date)

Officer

[Signature]  
(Signature/date)

Date Filed with Clerk

02/28/2020

Date Granted by Council

Two Rivers Historical Society

(Name of Organization)

Officer

(Signature/date)

Officer

(Signature/date)

Date Reported to Council or Board

License No. \_\_\_\_\_





Office of City Clerk  
 1717 East Park Street  
 Post Office Box 87  
 Two Rivers WI 54241-0087  
 Telephone . . . . . 920/793-5526  
 FAX . . . . . 920/793-5512

## NOTE:

THIS FORM TO BE COMPLETED AND ATTACHED TO ALL  
 APPLICATIONS FOR SPECIAL CLASS B MALT LICENSES FOR PICNICS &  
 GATHERINGS

\* \* \* \* \*

The applicant hereby agrees to indemnify and hold the City of Two Rivers harmless from and against any and all claims, actions, causes of action, damages, expenses, and liabilities which may be imposed upon, incurred by or asserted against the City of Two Rivers by reason of any injury or claim of injury or damage to any person or property which is associated with or arises out of the applicant's use of the City property and the dispensing of fermented malt beverage to any person pursuant to any license issued upon this application.

Hamilton Wood Type & Printing Museum  
 Organization

Robt. A.  
 By

2/27/20  
 Date

20 01023

11.B.3.b

# SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☒ Town ☐ Village ☒ City of Two Rivers County of Manitowoc

The undersigned duly authorized officer(s)/members/managers of Fireside Pub LLC  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Fireside Pub LLC

(trade name)

located at 1415 16<sup>th</sup> St Two Rivers WI 54241

appoints Ariel Schaub  
(name of appointed agent)

1711 Cedar Grove Dr 3C Manitowoc WI 54220  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin?

Place of residence last year Manitowoc WI

For: Fireside Pub LLC  
(name of corporation/organization/limited liability company)

By: [Signature]  
(signature of Officer/Member/Manager)

And: [Signature]  
(signature of Officer/Member/Manager)

## ACCEPTANCE BY AGENT

I, ARIEL SCHAUB, hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Ariel Schaub 3/2/20  
(signature of agent) (date)

Agent's age 23

1711 Cedar Grove Dr 3C Manitowoc  
(home address of agent)

Date of birth 08/20/1996

## APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 03-11-20 by [Signature] Title POLICE CHIEF  
(date) (signature of proper local official) (town chair, village president, police chief)

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Schaub</u>		(first name) <u>Ariel</u>		(middle name) <u>Lynn</u>	
Home Address (street/route) <u>1711 Cedar Grove Dr, 3C</u>		Post Office	City <u>Manitowoc</u>	State <u>WI</u>	Zip Code <u>54220</u>
Home Phone Number <u>(920) 242-5316</u>		Age <u>23</u>	Date of Birth <u>08/20/1996</u>	Place of Birth <u>Grand Rapids, MI</u>	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an Individual.
- ☐ A member of a partnership which is making application for an alcohol beverage license.

☒ AGENT of Fireside Pub LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 3 years & 3 1/2 months
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No  
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>North Shore</u>	Employer's Address <u>839 S 19th St, Manitowoc, WI</u>	Employed From <u>11/7/2017</u>	To <u>8/24/2019</u>
Employer's Name <u>Fireside Warehouse</u>	Employer's Address <u>823 Buffalo St, Manitowoc, WI</u>	Employed From <u>11/21/2017</u>	To <u>5/9/2019</u>

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Ariel Schaub  
(Signature of Named Individual)

**Advisory Recreation Board**  
**Tuesday, January 14, 2020 – 6:00 PM**  
**The Koska Room - JE Hamilton Community House**  
**Two Rivers. WI**

**MINUTES**

Call To Order by Council Rep Jack Powalisz at 6:00 PM.

1. Roll Call

Attendee Name	Title	Status	Arrived
Jack Powalisz	Council Rep	Present	
Erin Gonnerman	Council Rep	Present	
Kathy Peterson	Board Member	Present	
Ashlee Walesh	Board Member	Present	
Daniel Cortte	Board Member	Absent	
Robert Reed	Board Member	Present	
Brian Gallagher	Board Member	Absent	
Maggie Klinkner	Youth Rep	Present	
Dorothy Tinkham Delo	Board Member	Present	
Corey Thuss	Board Member	Present	

Also present: Kevin Boehm, Parks & Recreation Director; Tammy Stadler, Recreation Department Secretary.

2. Approval of Minutes

A. Advisory Recreation Board - Regular Meeting - Dec 10, 2019 6:00 PM

**RESULT:** ACCEPTED AT BOARD [UNANIMOUS]  
**MOVER:** Kathy Peterson, Board Member  
**SECONDER:** Erin Gonnerman, Council Rep  
**AYES:** Powalisz, Gonnerman, Peterson, Walesh, Reed, Klinkner, Delo, Thuss  
**ABSENT:** Cortte, Gallagher

3. Correspondence

A. Press Coverage

None

B. Thank You's

None

4. Comments from the Public (limited to 3 minutes each)

None

5. New Business

A. Walsh Field Planning



Looking for input for future uses of Walsh Field.

The bleachers are not accessible, there are no sidewalks to them. Sandblast bleachers, possible booster clubs for baseball.

Possible grant money available to add a trailhead in the future.

New bathrooms, lighting, irrigation and re-grading for a possible t-ball complex.

Board members asked to reach out to citizens for their ideas and opinions of how to invest in the field.

Move to February meeting.

**RESULT: CONTINUED**

**Next: 2/11/2020 6:00 PM**

#### B. Neshotah Park Planning

No further progress with the planning. The money for the consultant was removed from the budget. We would like a comprehensive idea/plan for the entire park, not just sections.

E-mail the last Neshotah Comprehensive Plan to board members.

**RESULT: CONTINUED**

**Next: 2/11/2020 6:00 PM**

#### C. Parks & Open Space Master Plan

Distributed and discussed. The Parks & Open Space Plan was submitted in 2014. The plan needs to be reviewed and updated. The inventory of existing facilities has changed and the recommendations and new priorities needed to set.

**RESULT: CONTINUED**

**Next: 2/11/2020 6:00 PM**

### 6. Old Business

#### A. Mission Statement

Tabled until Brian Gallagher is present.

**RESULT: CONTINUED**

**Next: 2/11/2020 6:00 PM**

#### B. Vaping / Smoking in Parks & Playground Areas

Sent back to council work session scheduled for Monday, January 27, 2020.

**RESULT: CONTINUED**

**Next: 2/11/2020 6:00 PM**

#### C. YEP Fund Update

**RESULT: CONTINUED**

**Next: 2/11/2020 6:00 PM**

#### D. CAPRA (Commission for Accreditation of Park & Recreation)

The department is starting the process of (CAPRA) Commission for Accreditation of Park & Recreation Agencies. The purpose is to develop quality park and recreation

agencies. Providing standards and procedures to promote enhanced performance of park and recreation agencies and improve the quality of their programs, services and facilities. It is a long process, so we will be working on the things we know and researching the history of the department.

**RESULT: FILED**

7. Other Business

A. Council Action

Approved the new cemetery fees.

8. Director's Report

Mike Kakuk retired after 32 years. Scott Kinnunen will be promoted to Cemetery Lead Worker. The Parks Lead Worker position is posted and closes on Friday. Arborist knowledge or certification was requested.

The Senior Center Supervisor is out on medical. The 250 account is ending 2019 \$70,000 in the red. Kevin is interviewing food vendors to possibly save money. The senior center will be changing food vendors in 2020 to Reinert.

The Friends of the Two Rivers Senior Center gave \$40,000 toward the debt to pay back for any city time that may have been used for working friends group events. The friends group also bought a much needed oven, stove, pots, pans, meat grinder, slicer and other items the kitchen needed.

Cemetery fees increased and burials for children under 10 are free.

Resolved issues with MYBA to keep games at both Manitowoc and Two Rivers Fields.

9. Items for future Advisory Recreation Board Meetings

Walsh Field, Mission Statement, YEP Fund

10. Next Meeting February 11, 2020

11. Adjournment

A. Motion to Adjourn

**RESULT: APPROVED [UNANIMOUS]**  
**MOVER:** Erin Gonnerman, Council Rep  
**SECONDER:** Kathy Peterson, Board Member  
**AYES:** Powalisz, Gonnerman, Peterson, Walesh, Reed, Klinkner, Delo, Thuss  
**ABSENT:** Cortte, Gallagher

Tammy S. K Stadler  
 Recreation Department Secretary

**COMMITTEE ON AGING**  
**Monday, February 3, 2020 - 8:30 AM**  
**Behringer Room - JE Hamilton Community House, 1520 17th Street**

**MINUTES**

**I. Call to Order**

**II. Roll Call**

Attendee Name	Title	Status	Arrived
RuthAnn Hearley	Board Member	Absent	
Richard Langman	Board Member	Absent	
Gerald Lyons	Board Member	Present	
Donna Reilly	Board Member	Present	
Bette Roidt	Board Member	Present	
Lenore McDonough	Board Member	Excused	
Bill LeClair	Councilmember	Present	
Jerome Schubring	Board Member	Present	
David Schmaling	Board Member	Present	

Cathy Ley, ADRC of the Lakeshore Director - Present  
 Keving Boehm, Parks and Recreation Director - Absent  
 Tammy Desten, Senior Center Supervisor - Present

**III. Minutes**

No Quorum December 7  
 No Meeting in January

Committee on Aging November 4, 2019 meeting minutes were presented.  
 Motion to approve by Jerry Schubring. Second by Bill LeClair. Approved and accepted.

**IV. Input from Public**

N/A

**V. Correspondence & Press**

N/A

**VI. Committee Reports**

**a. County Aging Unit - Cathy Ley**

Cathy Ley reported that over the six week Medicare Part D open enrollment, it was the busiest season they've had serving over 1,200 people. Homestead appointments are currently being filled. 2020 Health Prevention classes are scheduled at various locations throughout Manitowoc and Kewaunee Counties.

**b. City Council - Bill LeClair**

Bill LeClair shared updates on the business developments throughout Two Rivers. Plans for Cobblestone Hotel to open in June and Culvers opening this summer. City Hall will be the polling location for the February 18 spring election.

c. Recreation Department Programs - Kevin Boehm

No report

d. Senior Center - Tammy Desten

Tammy Desten reported the AARP tax appointment schedule is filling quickly. The majority of the 2020 events and trips are scheduled. Penny Fabian has joined the Senior Center as the Assistant Cook. The Friends of the Two Rivers Senior Center have graciously replaced the kitchen gas stove, convection oven and updated kitchen supplies. The committee discussed ways to grow the centers membership base.

e. TRIAD - Dave Schmaling

Dave Schmaling is recruiting members for TRIAD. The committee meets the 3rd Tuesday of each month at 9:00 am in the Police Department Conference Room. TRIAD will again be holding brat fry fundraiser's at Piggly Wiggly this summer. The group participates in many local events to educate on their initiative between senior citizens, Law Enforcement, and service providers of the community to increase safety through education and crime prevention.

VII. New Business

N/A

VIII. Adjournment

Next meeting April 6, 2020

**LESTER PUBLIC LIBRARY  
BOARD OF TRUSTEES MEETING  
Tuesday, February 11, 2020 6:00 PM  
Webster Room of the Lester Public Library**

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**Call to Order** –President Ned Guyette called the meeting to order at 6:00 PM.

**Roll Call** – Members Present: Sharon Sleger, Stanley Palmer, Kirsten Sleger, Larry Thomas, Tom Van Horn, David Pennefeather, and Ned Guyette. Absent and excused: Rick Hendrickson and Bonnie Shimulunas. Also present: Chris Hamburg, Adult Services Coordinator and Jeff Dawson, Director.

**Public Comment** – None

**Approval of Minutes** – Motion to approve minutes of January 14, 2020 meeting, made by Thomas, second made by Pennefeather. Voice vote carried unanimously.

**Expenditures & Financial Reports** – Motion to receive and file the January 2020 financial reports, made by Palmer, second made by Van Horn. Voice vote carried unanimously.

**Board Member Comment** – Palmer was impressed by the amount of food received for the Food for Fines food drive for TREP. Thomas liked to see an upward trend in library statistics for January. Sharon Sleger has signed up for the Winter Reading Challenge using the new Beanstack app. Van Horn received excellent service from staffer Lisa Bruere for teen book recommendations.

**Director's Report** – Discussion included adding the Wisconsin State Journal to our collection and the new Your Next Great Read book discussion program.

**Report from City Council Representative** – No Report

**Report from School District Representative** – Teacher's in-service and Reading is Fundamental are coming up.

**Report from County Representative** – No Report

**Unfinished Business**

- Discussed alternatives to subscribing to the Milwaukee Journal Sentinel.

**New Business**

- Motion to authorize board president Guyette to sign the Lester Public Library 2019 Annual Report made by Thomas, second made by Kirstin Sleger. Voice vote carried unanimously.
- Motion to designate \$8499.00 from the Gift Fund to balance the 2019 library budget made by Van Horn, second made by Pennefeather. Voice vote carried unanimously.

- Board term review – both Stanley Palmer and Sharon Sleger agreed to a second term on the board.
- Pennefeather agreed to act as the Nominating Committee for board officers.

**Board Education** – None

**Closed Executive Session** – None

**Motion to adjourn** made by Kirsten Sleger, second made by Thomas. Voice vote carried 6 aye votes with one nay vote (Van Horn). Meeting adjourned at 6:33 PM.

Respectfully submitted, Jeff Dawson, Director

## CITY OF TWO RIVERS CITY COUNCIL

## PUBLIC WORKS COMMITTEE

Monday, March 2, 2020 - 4:45 P.M.

City Hall: Third Floor Committee Room

## MINUTES

## Call to Order

**Roll Call:** David England, Jay Remiker**Staff Present:** Jim McDonald (City Engineer/Public Works Director); Scott Ahl (Civil Engineer II)

## Review and Approval of Minutes

Motion by Jay Remiker, and seconded by David England, to approve minutes as presented.

Motion carried upon unanimous voice vote.

**Public Input** – 13<sup>th</sup> Street and Madison Street – settling noted around manhole on 13<sup>th</sup> St, on west side of Madison St

## Requests for Traffic/Pedestrian/Parking Controls

**Request to move Bus Stop on Madison, near 14<sup>th</sup> Street** – city received a request from new property owner next to former gas station, to move Maritime Metro Bus stop from an area on Madison St, north of 12<sup>th</sup> St to Madison St, near 14<sup>th</sup> St; bus stop would be in parking lane and should not inhibit traffic movements; by consensus the Committee agreed and staff will contact Maritime Metro**Reviewing of Ordinance and Policies regarding Terrace Areas** was tabled until next meeting.

## 2020 Project Status:

**Riverview Bid Date** – not set yet**25<sup>th</sup> St and Madison St projects** – bids were received Feb. 27<sup>th</sup>; low bid came from Advance Construction; letter of recommendation to be given to Council; informational meeting and Special Assessment Hearing for residents coming up in March to discuss details of project and funding options**WWTP** – portions of shoreline reinforced by riprap, quarry stone, and filter fabric

## Other Items that may come before the Committee:

## Current Project Updates:

**14<sup>th</sup> Street** – contractor still needs to finish landscape work**South Pier access** – staff needs to complete landscaping and areas where lake water caused erosion**17<sup>th</sup> and Zlatnik Outfall Modifications** – staff is attempting to coordinate with contractors to improve drainage issues in this area

## Date, Time and Agenda Items for next Committee Meetings

Next meeting will be held Monday, April 6, 2020 at 4:45 pm

## Adjournment

Motion by Jay Remiker, seconded by David England, to adjourn at 5:30pm

## CITY OF TWO RIVERS CITY COUNCIL

## PUBLIC UTILITIES COMMITTEE

Tuesday, March 3, 2020

5:00 P.M.

City Hall: Second Floor Conference Room No. 207

## MINUTES

## Call to Order

**Roll Call - Committee members present:** Bonnie Shimulunas, Bill LeClair, Erin Gonnerman**Staff Present:** James Mc Donald (City Engineer/ Public Works Director), Scott Ahl (Civil Engineer II), Dave Casebeer (WWTP), Ross Blaha (Water Utility)**Review and Approval of Minutes** – Motion by Erin Gonnerman, seconded by Bonnie Shimulunas, to accept the minutes as presented. Motion carried upon unanimous voice vote**2020 CWF and SDWF Street Utility Project Status** – information meeting for assessments of 25<sup>th</sup> St and Madison St projects being held April 2<sup>nd</sup>Review of options for private service lateral funding and financing to be done at March 16<sup>th</sup> Council meeting; staff is investigating potential CDBG funding availability as either principal forgiveness or loan when household income is at, or below, 80% of county median household income**Wastewater Utility:****Plant, including Phase 2** – work on digester cover expected to begin end of March

Current work includes upgrading of:

- Collection System - DNR recommends annual televising approximately 10% of system (rough cost \$100k/yr)
- Staff will continue infiltration/inflow reduction or elimination starting with mini storm sewers and storm laterals
- Review of shoreline erosion issues
- Review of BOD sampling upstream and downstream of Riverside Foods; results showed higher results down-stream; increased levels, although high, would not account for total increase at plant; staff will sample other areas in collection system to determine if there are other areas

**Pick Up Truck Update** – it is expected in near future**Electric and Telecommunications Utilities:** Rate adjustments should be approved.**Water Utility:** Ross Blaha met with PSC regarding corrosion control and will present findings when finalized

- PSC stated DNR expects to provide \$62.9 million in funding for replacement of lead contaminated services

**Storm Water Utility: Updates and Action**

Reviewed Stormwater permit 2019 MS4 Report draft

**Any Other Items or Issues to Come before the Committee, with Discussion and Action****Set Date, Time, and Agenda Items for next Committee Meeting**

Next meeting will be held Tuesday, March 31, 2020 at 5:00 P.M.

**Adjournment**

Motion by Bill LeClair, and seconded by Bonnie Shimulunas, to adjourn at 6:45 pm.



Two Rivers Electric Department  
Monthly Report For  
March 2020

**Electric Consumption in KWH:** Feb Data

**This Month:**

2015	2016	2017	2018	2019	2020	%Change from 2015-2020	%Change from 2019-2020
7,064,780	6,760,099	6,352,727	6,585,987	6,639,515	6,736,031	-4.65%	1.45%

**Year-to-Date:**

2015	2016	2017	2018	2019	2020	%Change from 2015-2020	%Change from 2019-2020
14,771,622	14,193,794	13,735,772	14,207,078	14,136,357	13,960,025	-5.49%	-1.25%

**Cost of Electricity Purchased in Dollars:**

**This Month:**

2015	2016	2017	2018	2019	2020	%Change from 2015-2020	%Change from 2019-2020
\$ 580,345.00	\$ 508,711.00	\$ 488,920.00	\$ 493,333.00	\$ 482,954.04	\$ 455,910.50		

**\$/kWh**

\$0.0821	\$0.0753	\$0.0770	\$0.0749	\$0.0727	\$0.0677	-17.61%	-6.95%
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# Two Rivers Electric Department

## March 2020 Monthly Report

11.C.2.a

### Large Work Orders Worked on during the current month:

Location	Description of work performed
cut out/ insulink replacement	various planned outages
OpenPoint map and WO conversion	New Map and CPR conversion
Year End Close out and Rate Prep	Rate hearing and customer contacts
Tree Trimming	80% done
WPS AMI	39 new meters
CPR and PSC closeout	Completed on utility end

Outage Dates	Duration	Cause if known
2/18/20	NA	Car / Guy
2/21/20	NA	CATV wire down
2/25/20	NA	tree branch on Phone line


Number of Services Upgraded or Changed:	6
Number of Electric Meters Installed:	40
Total Number of Electric Meters Tested:	0
Service Disconnects & Reconnects Normal Hrs:	5

Attachment: Electric Report (2525 : Department Reports)

## INSPECTIONS DEPARTMENT

MONTHLY SUMMARY  
FEBRUARY 2020

	Permits Issued		Permit Revenue		Project Value	
	Month	YTD	Month	YTD	Month	YTD
Building (residential)	10	22	1,380	2,440	124,580	222,100
Building (commercial)	2	3	130	270	12,715	26,215
Electrical	18	35	1,710	2,605	83,451	99,258
Heating	10	46	890	2,890	177,569	346,086
Home Occupation	-	-	-	-	-	-
Moving	-	-	-	-	-	-
Plumbing	14	20	1,555	2,495	59,653	169,065
Sign	5	6	250	300	35,884	38,384
Tank	-	-	-	-	-	-
Wrecking	-	-	-	-	-	-
Totals	59	132	5,915	11,000	493,852	901,108

YTD Comparison	Permits Issued		Permit Revenue		Project Value	
	2020	2019	2020	2019	2020	2019
Building	25	13	2,710	2,380	248,315	247,509
Electrical	35	29	2,605	1,705	99,258	46,645
Heating	46	22	2,890	1,250	346,086	83,194
Home Occupation	-	-	-	-	-	-
Moving	-	-	-	-	-	-
Plumbing	20	14	2,495	1,305	169,065	41,893
Sign	6	-	300	-	38,384	-
Tank	-	-	-	-	-	-
Wrecking	-	-	-	-	-	-
Totals	132	78	11,000	6,640	901,108	419,241

Other Activities

Prepared notices, ordinances &amp; related documents for public hearings

Prepared agenda packet and minutes for Plan Commission meeting

Received and responded to requests for information from the general public and staff

**Lester Public Library  
Director's Report  
February 2020**

**News**

- Terry Ehle, Youth Coordinator, submitted the GRANT on behalf of all our Two Rivers Teen Night partners – Two Rivers School District, Two Rivers Parks and Recreation, Hamilton Wood Type & Printing Museum, and our newest partner just announced for 2021 – Woodland Dunes Nature Center & Preserve. Here is the introductory paragraph of the grant: “Our most obvious objective for the TR Teen Nights initiative is, of course, providing enriching events for teens who reside in a small town with few options for evening activities. Another goal is to instill the sense that this community values its younger inhabitants and *will find* ways to encourage and enrich them...”
- Dawson was invited to present on Lester Public Library’s innovative programming to the Mead Public Library Management Team (Sheboygan, Wisconsin). Programs such as National Library Week Promotion, Black Friday, and our latest – Your Next Great Read program.
- The Manitowoc Area Chamber of Commerce’s – Leadership Manitowoc County, toured the library as part of their Education Diversity session. Terry Ehle provided the group (34 local leaders) with our early literacy and STEAM programming, while Chris Hamburg spoke to our adult programming and initiatives. We discussed the upcoming carpet project and how that will improve patron services.
- Dawson and Ehle attended the Public Library Association Conference in Nashville, Tennessee. Highlights of the conference – Stacey Abrams, opening session speaker; session on Self-Care and Increasing Productivity while Avoiding Burnout; session entitled Bringing Curbside Delivery to You Library; session called A Moonshot Initiative to Boost Circulation; and Seeking Stellar Staff at All Levels. Going to Nashville would be incomplete without a trip to the Country Music Hall of Fame and Museum.

**Library Foundation** – No Report

**Library Legislation** – No Report

**Activities**

2/03/20 – City Council Meeting  
 2/04/20 – City Council, Special Committee on Branding and Marketing Meeting  
 2/04/20 – Lester Public Library Management Team Meeting  
 2/05/20 – Met with Mead Public Library Management Team, Sheboygan, Wisconsin  
 2/06/20 – Two Rivers Business Association Monthly Meeting  
 2/06/20 – City Department Heads Retirement Luncheon for Two Rivers Police Chief Joseph Collins

2/07/20 – Attended the Swearing In and Pinning Ceremony for Incoming Two Rivers Police Chief Brian Kohlmeier  
 2/07/20 – Attended Retirement Celebration for Two Rivers Police Chief Joseph Collins  
 2/11/20 – Lester Public Library Management Team Meeting  
 2/11/20 – Lester Public Library Board of Trustees Meeting  
 2/12/20 – Lester Public Library All Staff Meeting  
 2/12/20 – City Department Heads Meeting  
 2/13/20 – City Safety Committee Meeting  
 2/13/20 – Met with Bob Fay, Lester Public Library Foundation Board Treasurer  
 2/17/20 – Interviewed by WBAY-TV (ABC) with Greg Buckley, remembering Patrick Gagnon  
 2/17/20 – Interviewed by WGBA-TV (NBC) with Greg Buckley, remembering Patrick Gagnon  
 2/17/20 – City Council Meeting – Read the Resolution of Remembrance for Patrick Gagnon  
 2/18/20 – Met with Joe Metzen, Co-Chair Spirit of the Rivers Board  
 2/19/20 – Leadership Manitowoc County, Chamber of Manitowoc County, toured the library for their Education Diversity session.  
 2/20/20 – Attended Patrick Gagnon's funeral  
 2/21/20 – Met with Ned Guyette, President, Lester Public Library Board of Trustees  
 2/26/20 – 2/28/20 – Public Library Association Conference, Nashville, Tennessee

Jeff Dawson, Director, Lester Public Library 3/02/2020



## Parks and Recreation Department

Hamilton Community House

1520 17<sup>th</sup> Street

Two Rivers WI 54241-0087

Office (920) 793-5592

Senior Center (920) 793-5596

Fax (920) 793-5529

Date: March 11, 2020

To: Greg Buckley

CC: City Council, Recreation Staff, Advisory Recreation Board

From: Al Schaefer, Interim Parks & Recreation Director

Subject: February Report

The usage of the J. E. Hamilton Community House for the month is as follows:

➤ Senior Center Programs	7515
➤ Building Rentals	1138
➤ Recreation Program	888
➤ <b>Total building usage</b>	<b>9,541</b>

The J. E. Hamilton Community House was open 29 days in the month of **February** for an average daily usage of **329 people per day**.

### Senior Center

- Educational presentations - 51 attendees
- Valentines Bingo - 50 attendees
- Valentines Day Dinner was served plated by waitstaff - 101 in attendance
- Card Making Class - 8 attendees
- Mardi Gras Winter Carnival - 18 attendees

### Recreation

- Indoor soccer and Little kickers ending
- Recreation Supervisor & Recreation Coordinator submitted Programs for the Summer/Fall 2020 Brochure
- Recreation Supervisor is working with Lindsey on new activity guide graphics and inclusion items for the Summer/Fall activity guide

- Hired a **new fitness instructor**- teaching a variety of classes; Kettlebell APMD, Resistance AMPD, Pound, and Ripped and 2 new PT Rec staff
- Seasonal staff hiring has begun- Ad placed via Facebook and Two Rivers High School

### **Special Events & Athletics**

- Secured 2020 Concerts on the Beach, Movies on the Beach, and Concerts in Central Park
- Attended MYBA meeting, Snowfest meeting, Relay for Life Meeting, and Attended meeting for Title sponsorships: 4 major special events and created brochure
- Revised Two Rivers Event Calendar, emailed and distributed
- Updated and printed Special Events Sponsorship Brochure Packets
- Updated and Completed 2020 Street Closures
- Completed Attendant's schedule
- Set up YEP Fund Fundraisers: Green Bay Booyah & Chevy Test Drive
- Securing volunteers for Baseball and Softball prep courses
- Food vendors applications distributed
- Organizing Teen Nights with Recreation Supervisor

### **Parks/Cemeteries/Forestry**

- Upgraded lawnmowers and Ordered Whacker
- Fixed senior center Walk-in-Cooler and portable freezer
- Continuing with winter graves and snow removal
- Installing tile and grout in senior center kitchen
- Repainted the Library and the old senior center supervisor's office
- Repaired wiring issues at Vietnam Ball diamond concession stand
- Cemetery crew implementing maintenance on zero turn mowers and inspecting other machines and equipment
- Tree removal at 26th St, Anhalt Park, Parkway Blvd, Adam St, and Mishicot Rd - only with brush clean up

### **Administration**

- Interviews conducted for Park Leader Position
- Parks & Recreation Director Kevin Boehm resigned
- Contracted Interim Director Al Schaefer
- Concession RFP's mailed
- 2019 YEP Fund Annual Report distributed
- Renewal of Bird City Wisconsin designation
- Submitted to DNR Amendment to Project Agreement for catastrophic storm damage July 2019
- Farmers Market Packets available



# J. E. Hamilton Community House Program Rental February 2020

Volunteer Hours Recorded at Senior Center	1829		
Number of Individual Volunteers through Senior	122		
<b>Total # Contacts Records</b>	<b>9,641</b>		
<b>Total # People in Contact</b>	<b>1865</b>		
<b>Total # New Contacts</b>	<b>53</b>		
<b>Rentals</b>			
Alfaro Birthday party	50	Gym	
Anhalt Birthday party	30	Koska Room	
Bauknecht Birthday Party	20	Behringer Room	
Eesley Bridal Shower	25	Koska Room	
Fencil Baby Showerr	45	Behringer Room	
Dassey Birthday Party	40	Behringer Room	
Hang, Tim Birthday party	65	Gym	
Home School Gym	227	Gym	
Jarvela Bible Study	24	Library	
Kaster Nerf War	24	Gym/Fireplace Lobby	
Salinas Nerf Party	40	Gym	
Sheeahan Birthday Party	60	Koska Room	
Sturtz Baby Shower	30	Behringer Room	
TRCCs Volleyball Tournament	400	Gym	
United Steelworkers Meeting	100	Behringer Room	
Van Abel Birthday Party	30	Behringer Room	
Van Horn	8	Behringer A	
<b>Rental Usage Total</b>	<b>1138</b>		
<b>Programs (Rec)</b>			
All Dance Classes	210	Koska	
Craft Kids	6	Behringer Room	
Family String Art	4	Koska Room	
Firm & Burn	131	Behringer	
Fitness Center	206	Fitness Center(2-10	
Indoor Snowball fight	21	Gym	
Little Kickers Soccer	48	Gym	
Mini Chefs	6	Behringer Room	
Nerf War-Family and Father Son	25	Gym	
Open Gym/Drop In		Gym	
Open Gym / School's Out		gym	
Pickle Ball/Drop In	191	Gym	
Taekwondo	15	Behringer Room	
Teen Night	25	Gym	
<b>Program Participation Total</b>	<b>888</b>		

Attachment: Rec Report (2525 : Department Reports)



## J. E. Hamilton Community House Program Rental February 2020

Two Rivers Senior Center			
Art, Crafts, Color	6	Koska Room	
Benefit Specialist/Medicare Review	2	Koska	
Bingo	120	Koska	
Blood Pressure	3	Koska	
Book Club	5	Library	
Books & Puzzles	32	Library	
Bowling League	103	Koska	
Bowling - Wii	25	Koska	
Card Creators	35	Library	
Chorus	13	Library	
Creation Station	6	Library	
Dartball	58	Koska	
Dominos	15	Library	
Exercise - Arthritis	21	Behringer Room	
Exercise - Drumming for Fitness	6	Behringer Room	
Exercise - Line Dancing	32	Gym	
Exercise - Morning Walking	55	Gym	
Exercise - Silver Sneakers (ROM & Yoga)	264	Behringer Room	
Exercise - Simply Seniors	145	Gym	
Exercise - Zumba Gold	5	Gym	
Exercise - Zumba Gold Chair	12	Behringer Room	
Foot Care	21	Conference Room	
Frustration Dice Game	36	Koska	
Game Day	5	Koska Room	
Information & Assistance	1674		
Heat Assistance	1	Conference Room	
Holiday Party (Valentines)	50	Koska/Behringer/Gym	
Knit & Stitch		Library	
Legal Assistance	2	Conference Room	
Mahjong	36	Library	
Meetings - Friends Board/COA	16	Conference Room	
Movie Matinee	53	Koska	
Newsletter Assembly	13	Koska	
Nutrition: Noon Lunch	585	Koska	
Nutrition: Meals on Wheels	1476	Koska	
Quilting	19	Library	
Red Hattitudes (cancelled due to weather)		Library	
Sheepshead/Cribbage	59	Koska	
Special Event	18	Koska/Behringer/Gym	
Special Speaker	49	Koska	
Tax Assistance	163	Behringer	
Theme Day (Valentines/Mardi Gras)	68	Koska Room	
Trips	0	Koska	
TRUST Transportation	355		
Visitors**	1636	Koska	
Volunteer (Kitchen, Office, Newsletter, Etc)	217		
<b>Participants usage at J.E.H.C.H.</b>	<b>7515</b>		

Attachment: Rec Report (2525 : Department Reports)

2020 Public Works/WWTP Tracking		<b><u>2020</u></b>		<b><u>2019</u></b>	
		<b><u>February</u></b>	<b><u>Year-to-Date</u></b>	<b><u>February</u></b>	<b><u>Year-to-Date</u></b>
<b><u>ENGINEERING 2020</u></b>					
	Landfill Leachate Pumpage (gallons)	405,202	1,139,316	533,939	1,245,934
	Precipitation	0.92	2.75	2.96	5.23
	Number of Encumbrance property checks	31	52	21	41
<b><u>STREET DIVISION 2020 (Manhours)</u></b>		<b><u>February</u></b>	<b><u>Year-to-Date</u></b>	<b><u>February</u></b>	<b><u>Year-to-Date</u></b>
	Work for Engineering				
	Shop/Vehicle Maintenance	514	972	130	388
	Street Maintenance	21	91		82
	Street Cleaning	2	58		35
	Street Signs/Painting	117	201	31	170
	Snow & Ice	311	514	604	1,160
	PT Snowplowers	142	292	317	498
	Bridges			1	4
	Old Dump/Landfill/River Sediment				2
	Storm Sewers				
	Refuse/Garbage				
	Recycling/Leaf Collection		13		11
	Weed Cutting				
	Work for Others	82	116	9	16
	Special Events				
	PBS Sewers	8	16	2	7
	Salted Streets			15	32
	Plowed all city streets			2	7
	Open 17th Street Bridge	31	72	39	76
<b><u>WASTEWATER UTILITY 2020</u></b>		<b><u>February</u></b>	<b><u>Year-to-Date</u></b>	<b><u>February</u></b>	<b><u>Year-to-Date</u></b>
	Wastewater Treated, Gallons	65,536,000	153,828,000	51,835,000	115,359,000
	MONTHLY AVERAGE: Daily Flow, Gallons	2,260,000	2,554,000	1,851,000	1,950,000
	MONTHLY AVERAGE: Daily BOD, Lbs.	4,163	4,163	3,399	3,367
<b><u>Plant Discharges (MONTHLY AVERAGE)</u></b>					
	Biological Oxygen Demand (BOD), mg/l	13	11.00	8.6	8.70
	Suspended Solids, mg/l	6.6	6.70	7.1	7.65
	Ammonia, mg/l	1.19	0.81	0.59	0.45
	Phosphorus, mg/l	0.26	0.24	0.28	0.27
	Fecal Coliform, per 100ml	33	32.00	29	29.00
	pH, Min (6.0)	6.8	6.90	6.8	6.85
	pH, Max (9.0)	7.1	7.10	7	7.10
<b><u>Chemicals</u></b>					
	Polymer, Gallons	88	176	88	176
	Ferric Chloride, Gallons	2,335	4,809	2,041	4,390
	Chemical Costs for the month	\$10,133.34	\$ 10,133.34	\$ -	\$ 10,690.94
	Mishicot Payment	\$ 6,567.50	\$ 15,354.17	\$ 6,154.40	\$ 13,712.98
	Emergency call-ins		4		2

Attachment: public works report (2525 : Department Reports)

February 2020 Public Works Narrative Tasks	
<b>ENGINEERING 2020</b>	
	<b>2019 Sewer and Water Projects</b>
	- Awarded 14th Street (Lowell Street to Hawthorne Ave) reconstruction project to Dorner Construction.
	Construction commenced mid-July 2019. Concrete work completed Nov 7
	- Temporary seeding restoration was completed in late fall, under freezing conditions,
	including topsoil with frost. Topsoil areas will be redone, as necessary, in spring 2020
	- Weather prohibited final seeding restoration
	<b>2019 Lateral Replacement</b>
	- Awarded Lateral Replacement project to Mammoth Construction. Project consists of replacing 53 lead
	water services & sewer service at various locations as requested by residents. Work commenced June 2019.
	- Contract actually replaced 74 lead service lines
	- Pavement restoration to be completed in spring 2020 by city staff.
	- Topsoil and seeding restoration will be completed under contract in spring.
	<b>South Pier Access Trail</b>
	- Contract was bid on Sept. 11 and awarded to Northeast Asphalt
	- Trail and surrounding area was paved on October 23
	- City staff to perform final topsoil, seeding, and fence replacement as weather permits
	<b>Sandy Bay Highlands</b>
	- Proposed work include installation of curb and gutter, and roadway paving
	- Schedule for work has not been determined.
	<b>Shoreline Protection</b>
	- Staff is coordinating emergency shoreline protection, with installation of armor stone
	along Lake Michigan, near the DPW/Utility areas, and 22nd/Neshotah Pond.
	- Additional work expected in front of WWTP Sludge barn, and Memorial Drive wayside.
	- Staff is investigating potential acquisition of quarry stone for future needs.
	- Staff and consultant are preparing final permit, as required by DNR.
	<b>2020 Projects</b>
	- Staff continues prepared plans, and bid 2020 street and utility rehabilitation projects
	for Madison Street (19th to 22nd), and 25th Street (West River Street to Forest Avenue).
	- Project was bid on February 27, with Advance Construction being the low bidder.
	- Staff and consultants will coordinate with DNR for funding the utility portion of the project.
	<b>Riverview Pond (at 28th and Wilson Street)</b>
	- Expect to bid construction work on April 2. Expect work to be performed in 2020
	- Funding includes UNPS, and DNR grant and loans
	<b>Future Work</b>
	- 24th Street (Forest Ave to Jefferson) street and utility rehabilitation expect to construct in 2021
	- Eggers/20th Street pond - design work to be performed in 2020, for potential 2021 construction.
	- Storm Lateral, and mini storm sewer work continues to be considered to help provide
	location for sump pump discharge, and reduce inflow into sanitary sewer.
<b>STREET DIVISION 2020</b>	
	Tree Trimming ( sidewalk & curblin )
	17th St. Bridge Opening ( 31 )
	Biweekly / Monthly Sewers
	Semi-Annual Sewers
	Annual Sewers
	PBS ( 8 )
	Open Outfalls
	Plow & Windrow City Streets
	Pick Up Windrows
	Remove Snow From Corners
	Plow City Walks & City Lots
	Push Up Snow Dumps
	Remove Snow From Private Walks
	Replace Traffic Signs
	Repair Barricades
	Storm Water Pond Inspections
	Fill Sand Barrels
	Sand Side Streets / Stop Lines / Alleys
	Salt Red & Blue Routes
	Fill Potholes / Cold-Mix
	Add / Level Gravel Street Openings
<b>WASTEWATER UTILITY 2020</b>	



Municipal Electric Utilities of Wisconsin  
*Service. Advocacy. Safety.*  
 725 Lois Drive  
 Sun Prairie, WI 53590  
 T: 608-837-2263  
 F: 608-837-0206  
[www.meuw.org](http://www.meuw.org)

**Two Rivers**  
**February 2020**

Prepared By: Ken Kozak/Mike C – MEUW Regional Safety Coordinator

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## SAFETY REPORT

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### ACCOMPLISHMENTS

1. **Training**
  - a. No Trainings
2. **Audits/Inspections**
  - a. No Inspections
3. **Compliance/Risk Management**
  - a. Revising Written Safety & Health Program
    - i. Entire Safety Manual has been reviewed and under revision.
  - b. DSPS Injury & Illness Log Submittals
    - i. Summary form needs is posted from February 1 until April 30 where employees are likely to observe it
  - c. APPA Safety Award of Excellence report submitted, will announce award 1<sup>st</sup> place at EO conference in April

### GOALS AND OBJECTIVES

1. **Training**
  - a. No trainings scheduled
2. **Audits/Inspections**
  - a. Field Inspection
  - b. Facility Inspection
3. **Compliance/Risk Management**

Candidate search is underway for a new Regional Safety Coordinator. Until a replacement has been hired, if there are any questions, concerns, or safety related needs, please reach out to MEUW Safety Manager, Mike Czuprynski at (608) 393-7702.

Attachment: Safety Report (2525 : Department Reports)

## ULTRAFILTRATION FACILITY MONTHLY OPERATING REPORT

## ULTRAFILTRATION MEMBRANE FACILITY PRODUCTION

TOTAL PRODUCTION	24,621,160 GAL/MONTH
LESS BACKWASH WATER	3,525,470 GAL/MONTH
WATER TO CITY	21,095,690 GAL/MONTH
MAX. DAILY WATER PRODUCTION	919,800 GAL/DAY
MIN. DAILY WATER PRODUCTION	795,430 GAL/DAY
AVERAGE DAILY WATER PRODUCTION	849,010 GAL/DAY

TOTAL PRODUCTION	24621160 GAL/MONTH
WATER TO CITY	21095690 GAL/MONTH

## PUMP OPERATION

## LOWLIFT PUMPS

1	2	3	
240	240	216	HR/MO
8.28	8.28	7.45	HR/DAY

## HIGHLIFT PUMPS

1	2	3	4	
0	0	696	0	HR/MO
		24		HR/DAY

## CHEMICAL USAGE

INTAKE SODIUM HYPOCHLORITE  
 PRE MEMBRANE HYPOCHLORITE  
 POST SODIUM HYPOCHLORITE  
 RESERVOIR HYPOCHLORITE  
 50% SODIUM HYDROXIDE  
 FLUORIDE  
 50% CITRIC ACID  
 CLEARITAS

## USED FOR PRODUCTION ONLY

POUNDS USED	PMG	PPM
0.0	0.00	0.00
3190.9	0.15	0.00
1874.9	0.08	0.00
79.4	0.00	0.00
1177.0	0.00	0.00
625.5	0.03	0.00
31 gals	----	----

## RESERVOIR OPERATIONS

HOURS OF OPERATION  
 PUMP HOURS PER MONTH

HR/MONTH			
PUMP 7	PUMP 8	PUMP 9	TOTAL
360	0	336	696

TOTAL GALLONS PUMPED PER MONTH  
 MAXIMUM GALLONS PER DAY  
 MINIMUM GALLONS PER DAY  
 AVERAGE GALLONS PER DAY

6,401,000 GAL/MONTH
232,000 GAL/DAY
214,000 GAL/DAY
220,724 GAL/DAY

REPORT PREPARED BY

Garret Wachowski / RS

DATE

3/2/2020

Attachment: Water Report (2525 : Department Reports)





Wisconsin Department of Public Instruction  
**PUBLIC LIBRARY ANNUAL REPORT**  
 PI-2401 (Rev. 1-20)

Wis. Stat. §§ 43.05(4) & 43.58(6)

FOR THE YEAR 2019

**INSTRUCTIONS:** Complete and return two (2) original signed copies of the form and attachments to your system headquarters.

Board-approved, signed annual reports for 2019 are due to the DPI Division for Libraries and Technology no later than February 29, 2020.

I. GENERAL INFORMATION					
1. Name of Library Lester Public Library		2. Public Library System Manitowoc-Calumet Library System			
3a. Head Librarian First Name Jeffrey	3b. Head Librarian Last Name Dawson	4a. Certification Grade Grade 1	4b. Certification Type Regular	5. Certification Expiration Date 04/30/2022	
6a. Street Address 1001 Adams St.	6b. Mailing Address or PO Box 1001 Adams St.	7. City / Village / Town Two Rivers	8a. ZIP 54241	8b. ZIP4 3544	9. County Manitowoc
10. Library Phone Number (920) 793-8888	11. Fax Number (920) 793-7150	12. Library E-mail Address of Director jdawson@lesterlibrary.org			
13. Library Website URL www.lesterlibrary.org		14. No. of Branches 0	15. No. of Bookmobiles Owned 0	16. No. of Other Public Service Outlets 0	
17. Does your library operate a books-by-mail program? No	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stat. s. 43.53? No				
19a. Winter Hours Open per Week 52	19b. Number of Winter Weeks 26	19c. Summer Hours Open per Week 52	19d. Number of Summer Weeks 26		
20. Square Footage of Public Library 25,000	21. Did your library or a branch move to a new facility or expand an existing facility during the fiscal year? No		22. DUNS Number <i>Nine digits</i> 84324875		
II. LIBRARY COLLECTION					
		a. Number Owned / Leased		b. Number Added	
1. Books in Print <i>Non-periodical printed publications</i>		85,774		6,262	
2. Electronic Books <i>E-books</i>		155,059			
3. Audio Materials		9,763		283	
4. Electronic Audio Materials <i>Downloadable</i>		54,197			
5. Video Materials		7,670		698	
6. Electronic Video Materials <i>Downloadable</i>		952			
7. Other Materials Owned <i>Describe</i> 0		444			
8. Electronic Collections <i>Locally Owned or Leased</i>		0			
9. Total Electronic Collections <i>Local, regional, and state</i>		57			
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>		111			

Attachment: Library Annual Report 2019 (2525 : Department Reports)

## III. LIBRARY SERVICES

1. Circulation Transactions			2. Interlibrary Loans			
a. Total Circulation		b. Children's Materials	a. Items Loaned <i>Provided to</i>		b. Items Received <i>Received from</i>	
133,720		44,797	34,227		23,963	
3. Number of Registered Users			4. Reference Transactions		5. Library Visits	
a. Resident	b. Nonresident	c. TOTAL	a. Method	b. Annual Count	a. Method	b. Annual Count
4,207	1,909	6,116	Actual Count	13,071	Actual Count	89,356
6. Uses of Public Internet Computers		7. Uses of Public Wireless Internet		8. Number of Website Visits	9a. Local Electronic Collection Retrievals	9d. Total Electronic Collection Retrievals
a. Method	b. Annual Count	a. Method	b. Annual Count			
Actual Count	6,847	Not Counted		-1	-1	-1
10. Uses of Electronic Materials by Users of Your Library						
a. E-Books	b. E-Audio	c. E-Video	d. Total Uses of Electronic Works		e. Uses of Children's Electronic Materials	
8,296	6,687	5	14,988		838	
11. Programs and Program Attendance Annual Count					11. Number of Public Use Computers	
	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL	a. Total	b. Internet Access
Number of Programs	201	19	153	373	22	14
Total Attendance	12,017	599	4,225	16,841		

## IV. LIBRARY GOVERNANCE

Library Board Members. List all members of the library board as of the date of this report. List the president first. Indicate vacancies. Report changes to the Division for Libraries and Technology as they occur. When reporting such changes, indicate the departing board members.

First Name	Last Name	Street Address	City	ZIP+4	Email Address
<b>PRESIDENT</b>					
1. Ned	Guyette	2501 Washington Street	Two Rivers	54241	guyettened@gmail.com
2. Stanley	Palmer	331 23rd Street	Two Rivers	54241	spalmer@uta.edu
3. David	Pennefeather	1809 21st Street	Two Rivers	54241	dappy66@yahoo.com
4. Kirsten	Sleger	6595 Highway 147	Two Rivers	54241	kirsten.sleger@trschoools.k12.wi.us
5. Rick	Henrickson	4117 Clover Street	Two Rivers	54241	rickhenrickson@co.manitowoc.wi.us
6. Bonnie	Shimulunas	2018 14th Street	Two Rivers	54241	bshimulunas@two-rivers.org
7. Larry	Thomas	1007 18th Street	Two Rivers	54241	slaptastic79@hotmail.com
8. Sharon	Sleger	3625 Tannery Road	Two Rivers	54241	sharon.sleger@trschoools.k12.wi.us
9. Tom	Van Horn	2004 Garfield Street	Two Rivers	54241	6308vat@gmail.com
10.					
11.					
12.					
No. of Library Board Members Include vacancies in this count					
9					

**V. LIBRARY OPERATING REVENUE***Report operating revenue only. Do not report capital receipts here.*

1. Local Municipal Appropriations for Library Service <i>Only joint libraries report more than one municipality here</i>			
Municipality Type	Name		Amount
City	Two Rivers		\$606,870
Subtotal 1			\$606,870
2. County			
a. Home County Appropriation for Library Service			Subtotal 2a \$158,913
b. Other County Payments for Library Services			
County Name	Amount	County Name	Amount
Calumet	\$69		
Kewaunee	\$2,756		
Sheboygan	\$134		
Brown	\$1,214		
Subtotal 2b			\$4,173
3. State Funds			
a. Public Library System State Funds			
Description	Amount	Description	Amount
	\$0		
b. Funds Carried Forward from Previous Year	\$0	c. Other State Funded Program	0
Subtotal 3			\$0
4. Federal Funds <i>Name of program—for LSTA grant awards, grant number and project title</i>			
Program or Project			Amount
			\$0
Subtotal 4			\$0
5. Contract Income <i>From other governmental units, libraries, agencies, library systems, etc.</i>			
Name	Amount	Name	Amount
	\$0		
Subtotal 5			\$0
6. Funds Carried Forward <i>Do not include state aid. Report state funds in 3b above.</i>	7. All Other Operating Income	8. Total Operating Income <i>Add 1 through 7</i>	9. What is the current year annual appropriation provided by your governing body(ies) for your public library?
\$0	\$59,403	\$829,359	\$619,007
10. Was your library's municipality exempt from the county library tax for the report year? <i>Wis. Stat. s. 43.64(2)</i>		Yes	



**VI. LIBRARY OPERATING EXPENDITURES***Report operating expenditures from all sources. Do not report capital expenditures here.*

1. Salaries and Wages <i>Include maintenance, security, plant operations</i> \$398,527		2. Employee Benefits <i>Include maintenance, security, plant operations</i> \$158,187	
<b>3. Library Collection Expenditures</b>			
a. Print Materials \$70,546	b. Electronic Materials \$0	c. Audiovisual Materials \$13,328	d. All Other Library Materials \$0
			e. Subtotal 3 \$83,874
4. Contracts for Services <i>Include contracts with other libraries, municipalities, and library systems here. Include service provider.</i>			
Provider	Amount	Provider	Amount
OCLC Connexion	\$2,000	Recorded Books	\$51
SIRSI Maintenance	\$1,319	Ancestry.com	\$1,544
WPLC Member Share	\$1,293	Talking Tech Support	\$427
WPLC eBook Buying Pool	\$4,164	Recorded Books Digital Subscription	\$817
Envisionware / Unique Management	\$1,306	Spectrum Internet	\$420
Reference USA Database	\$1,385	Newspaper Archive Subscription	\$236
			Subtotal 4 \$14,962
5. Other Operating Expenditures			\$173,809
6. Total Operating Expenditures <i>Add 1 through 5</i>			\$829,359
7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?			\$0

**VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT****1. Capital Income and Expenditures by Source of Income.***Do not report any expenditures reported above. Provide a brief description of any expenditures.*

Source	Brief Description of Expenditure	Revenue	Expenditure
a. Federal		\$0	\$0
b. State		\$0	\$0
c. Municipal		\$0	\$0
d. County		\$0	\$0
e. Other		\$0	\$0
2. Debt Retirement \$0	3. Rent Paid to Municipality/County \$0	Total Revenue \$0	Total Expenditure \$0

**VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD****IX. TRUST FUNDS**All funds under the library board's control must be reported. Report in this section any funds in the library board's control (except Trust Funds) that have not been reported in a previous section. *Wis. Stat. s. 43.58(6)(a)*1. Total Amount of Other Funds at End of Year  
\$376,731

1. Total Amount of Trust Funds Held by the Library Board at End of Year

**X. STAFF**

1. Personnel Listing. Libraries with 15 or fewer employees may report all staff under 1a. Libraries with more than 15 employees, list head librarian, chief assistants, branch librarians, division heads, and other supervisory personnel in 1a. and all other positions in 1b.

a. Employees Holding the Title of Librarian. Indicate advanced degrees in Type of Staff.

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian	MLS (ALA)	\$79,498	40.00		Other		
Adult Services Coordinator	MLS (ALA)	\$55,994	40.00		Other		
Youth Services Coordinator	MLS (ALA)	\$55,994	40.00				
Customer Service Coordinator	Librn. no-MLS	\$42,141	40.00				
Reference Associate Youth	Librn. no-MLS	\$22,308	25.00				
Reference Associate Adult	MLS (ALA)	\$14,966	20.00				
Reference Associate Adult	Librn. no-MLS	\$14,966	20.00				
	Other						

b. Other Paid Staff See instructions

Position	Type of Staff	Total Annual Wages	Hours Worked per Week	Position	Type of Staff	Total Annual Wages	Hours Worked per Week
Custodian	Other	\$31,741	40.00				
Early Literacy Specialist	Librn. no-MLS	\$17,017	25.00				
Customer Service Clerk	Other	\$11,143	22.00				
Page	Other	\$5,355	11.00				

2. Library Staff Full-Time Equivalents (FTEs). Divide the total hours worked per week for each category by 40 to determine full-time equivalents.

a. Persons Holding the Title of Librarian

Master's Degree from an ALA Accredited Program (FTE)

3.50

Other Persons Holding the Title of Librarian (FTE)

3.70

Subtotal 2a

7.20

b. All Other Paid Staff (FTE) Include maintenance, plant operations, and security

4.22

c. Total Library Staff (FTE)

11.42

### XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for your library from Section III, item 1, what was the total circulation to nonresidents *See instructions for definition of nonresident*  
49,939

Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.		a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in Your County		19,981	27,045	47,026
3. Circulation to Nonresidents Living in Another County in Your System		71	3	74
4. Circulation to Nonresidents Living in an Adjacent County Not in Your System		634	1,373	2,007
5. Circulation to All Other Wisconsin Residents 421	6. Circulation to Persons from Out of the State 411			
7. Are the answers to items 1 through 6 based on actual count or survey/sample?  Actual	8a. Does your library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)?  No	8b. If yes, do you allow residents in adjacent systems to purchase library cards?  No		

9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library

Name of County	Circulation	Name of County	Circulation
a. Brown	352	f.	
b. Kewaunee	966	g.	
c. Sheboygan	55	h.	
d.		i.	
e.		j.	

### XII. TECHNOLOGY

- |   |  |  |
|---|--|--|
| 1. Does your library provide wireless Internet access for patrons' mobile devices?<br><br>Yes | 2. What type of Internet connection do you have? <i>Mark all that apply</i><br><input type="checkbox"/> a. State TEACH line<br><input checked="" type="checkbox"/> b. Other broadband connection<br><i>Local cable, telco, community network, etc.</i> | 3. Does your library use any type of Internet filtering software or service?<br><input type="checkbox"/> a. Yes, on all Internet workstations<br><input type="checkbox"/> b. Yes, on some Internet workstations<br><input checked="" type="checkbox"/> c. No filtering on any Internet workstation |
|---|--|--|

### XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS

1. Self-directed Activities Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.	a. Children (0-11)	b. Young Adult (12-18)	c. Other (all ages)	d. TOTAL
Number of Self-directed Activities	4	0	4	8
Total Self-directed Activity Participation	73	0	2,041	2,114

2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. *Only the primary person is displayed here.*

a. First Name Terry	b. Last Name Ehle	c. Email Address tehle@lesterlibrary.org
------------------------	----------------------	---

3. Name and email address of primary staff person who serves as the librarian for adults. *Only the primary person is displayed here.*

a. First Name Chris	b. Last Name Hamburg	c. Email Address chamburg@lesterlibrary.org
------------------------	-------------------------	--


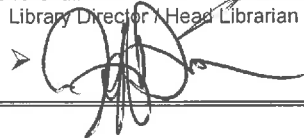
#### XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in *Wis. Stats.* A check (X) or a mark in the checkbox indicates compliance with the requirement.

- ☒ The library is established under s. 43.52 (municipalities), s. 43.53 (joint libraries), or s. 43.57 (consolidated county libraries and county library services) of the Wisconsin Statutes [s. 43.15(4)(c)1].
- ☒ The library is free for the use of the inhabitants of the municipality by which it is established and maintained [s. 43.52(2), 73 Op. Atty. Gen. 86(1984), and OAG 30-89].
- ☒ The library's board membership complies with statutory requirements regarding appointment, length of term, number of members and composition. [s. 43.54 (municipal and joint libraries), s. 43.57(4) & (5) (consolidated and county library services), and s. 43.60(3) (library extension and interchange)].
- ☒ The library board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund [s. 43.58(1)].
- ☒ The library director is present in the library at least 10 hours a week while library is open to the public, less leave time [s. 43.15(4)(c)6].
- ☒ The library board supervises the administration of the library, appoints the librarian, who appoints such other assistants and employees as the library board deems necessary, and prescribes their duties and compensation [s. 43.58(4)].
- ☒ The library is authorized by the municipal governing board to participate in your public library system [s. 43.15(4)(c)3].
- ☒ The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's online resources only to its residents. [s. 43.15(4)(c)4].
- ☒ The library's head librarian holds the appropriate grade level of public librarian certification from the Department of Public Instruction [s. 43.15(4)(c)6 and Administrative Code Rules PI 6.03].
- ☒ The library annually is open to the public an average of at least 20 hours each week except that for a library in existence on June 3, 2006, annually is open to the public an average of at least 20 hours or the number of hours each week that the library was open to the public in 2005, whichever is fewer [s. 43.15(4)(c)7].
- ☒ The library annually spends at least \$2,500 on library materials. [s. 43.15(4)(c)8].

#### XV. CERTIFICATION

I CERTIFY THAT, to the best of my knowledge, the information provided in this annual report and any attachments are true and accurate and the library board has reviewed and approved this report.

President, Library Board of Trustees Signature	Name of President <i>Print or type</i>	Date Signed
	Ned Guyette	2-14-20
Library Director / Head Librarian Signature	Name of Director / Head Librarian <i>Print or type</i>	Date Signed
	Jeffrey Dawson	2-14-20

## STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

As required by Wis. Stat. s. 43.58(6)(c), the following statement that the library system either did or did not provide effective leadership and adequately meet the needs of the library must be completed and approved by the library board. The response should be made in the context of the public library system's statutory responsibilities and the funding which it has available to meet those responsibilities.

County

Manitowoc

The Lester Public Library Board of Trustees hereby states that in 2019, the Manitowoc-Calumet Library System  
*Name of Public Library* *Name of Public Library System / Service*

- ☒ did provide effective leadership and adequately meet the needs of the library.  
☐ did not provide effective leadership and adequately meet the needs of the library.

*Indicate with an X one of the following two statements.*

Explanation of library board's response. *Attach additional sheets if necessary.*

Note: With the approval of the library board of trustees, this statement may be submitted separately from the Annual Report form that is sent to your library system, as an e-mail attachment to LibraryReport@dpi.wi.gov.

Attachment: Library Annual Report 2019 (2525 : Department Reports)

## CERTIFICATION

The preceding statement was approved by the Public Library Board of Trustees.

Division staff will compile the statements received for each library system and, as required by Wis. Stat. s. 43.05(14), conduct a review of a public library system if at least 30 percent of the libraries in participating municipalities that include at least 30 percent of the population of all participating municipalities report that the public library system did not adequately meet the needs of the library. This statement may be provided to your public library system.

President, Library Board of Trustees Signature

Name of President *Print or type*

Date Signed



Ned

Guyette

2-14-20

	COMMENTS	
--	----------	--





## Parks and Recreation Department

Hamilton Community House

1520 17<sup>th</sup> Street

Two Rivers WI 54241-0087

Office (920) 793-5592

Senior Center (920) 793-5596

Fax (920) 793-5529

Date: February 19, 2020

To: Greg Buckley

CC: City Council, Recreation Staff, Advisory Recreation Board

From: Tammy Stadler

Subject: January Report

The usage of the J. E. Hamilton Community House for the month is as follows:

➤ Senior Center Programs	6919
➤ Building Rentals	911
➤ Recreation Program	1436
➤ <b>Total building usage</b>	<b>9,266</b>

The J. E. Hamilton Community House was open 30 days in the month of **January** for an average daily usage of **308 people per day**.

### Senior Center

- Friends of Senior Center purchased new stove, oven and kitchen supplies for the nutrition program
- Elvis Trivia Game Day
- Hosted a monthly game day and played Pokeno
- Hosted Alzheimer's educational program
- Hosted Senior Superbowl Activity Day
- Friends of the Senior Center held their annual meeting

### Recreation

- Held Indoor soccer programs for toddlers and youth
- Held 2 cooking programs, 1 geared towards teens and 1 geared towards toddlers
- Hosted several activities including a teen night movie, family nerf war and a family giant game night.



**Parks/Cemeteries/Forestry**

- Installed new oven and stove in the senior center kitchen
- Working out responsibilities with combining Parks and Cemeteries under 1 supervisor.
- Snow Removal Duties
- Worked on winter tree removals
- Took down and stored all Christmas decorations.

# J. E. Hamilton Community House Program Rental January 2020

Programs (Senior Center)	Number	Room	Notes
Art & Craft Classes		Library	
Benefit Specialist/Medicare Review		Koska	
Bingo	150	Koska	
Book Club	7	Library	
Books & Puzzles	12	Library	
Bowling League (resumes Feb)	98	Koska	
Bowling - Wii	34	Koska	
Bunco		Library	
Card Creators	25	Library	
Chorus		Library	
Dartball	61	Koska	
Dominos	14	Library	
Exercise - Arthritis	23	Behringer	
Exercise-Cardio Drumming		Behringer	
Exercise - Line Dancing	50	Gym	
Exercise - Morning Walking	58	Gym	
Exercise - Silver Sneakers (ROM & Yoga)	295	Behringer Room	
Exercise - Simply Seniors	147	Gym	
Exercise - Zumba Gold		Gym	
Exercise - Zumba Gold Chair (New)	25		
Foot Care	22	Conference Room	
Frustration Dice Game	27	Koska	
Game Day	2	Library	
Information & Assistance	1442		
Heat Assistance	14	Conference Room	
Knit & Stitch	1	Library	
Legal Assistance	5	Conference Room	
Mahjong	31	Library	
Meetings - Friends Board/COA	29	Conference Room	
Movie Matinee	47	Koska	
Newsletter Assembly	9	Koska	
Nutrition: Noon Lunch	489	Koska	
Nutrition: Meals on Wheels	1582	Koska	
Quilting	21	Library	
Red Hattitudes	9	Library	
Sheepshead/Cribbage	77	Koska	
Special Event	8	Koska/Behringer/Gym	
Special Programs/Theme Days		Koska	
Special Speaker	9	Koska	
Tax Assistance		Behringer	
Trips		Koska	
TRUST Transportation	369		
Visitors**	1471	Koska	
Volunteer (Kitchen, Office, Newsletter, Etc)	256		
<b>Participants usage at J.E.H.C.H.</b>	<b>6919</b>		
Volunteer Hours Recorded at Senior Center	1663		
Number of Individual Volunteers through Senior	125		
<b>Total # Contacts Records</b>	<b>8,983</b>		
<b>Total # People in Contact</b>	<b>1582</b>		
<b>Total # New Contacts</b>	<b>41</b>		
<b>*Closed New Year's Day</b>			

Attachment: Rec Dept Report (2525 : Department Reports)

## J. E. Hamilton Community House Program Rental January 2020

[illegible]

**Attachment: Rec Dept Report (2525 : Department Reports)**



# Fire Department Monthly Report

## January 2020

11.C.2.j

			Monthly		Year to Date 2020			Year to Year 2019			
Total Incident Responses			151		151		184				
EMS Response Total EMS Incidents			134		134		174				
	Total Patients		134		134		156				
	On Scene		77		77		111				
	Interfacility Transports		57		57		63				
	Intercepts		0		0		5				
	Other		0		0		2				
EMS Revenue		Date of Service Report	Monthly		Year to Date 2020			Year to Year 2019			
EMS Operations Billing Information	SDC and TRIP Revenue		\$1,300.63		\$1,300.63			\$4,922.94			
	Charges		\$0.00		\$0.00			\$144,041.93			
	Payments		\$38,184.10		\$38,184.10			\$71,540.26			
	Adjustments		\$15,981.00		\$15,981.00			\$69,624.73			
Change + or - in Accounts Receivable			\$9,871.98		\$9,871.98			\$2,837.44			
Monthly Collection Percentage			0.00%		0.00%			49.67%			
Fire Incidents		Total Fire Incidents	17		17		3				
	Structural		1		1		0				
	Fire Other		3		3		0				
	Unauthorized		0		0		0				
	Hazardous Condition		4		4		1				
	False / Cancelled		7		7		1				
	Service Calls		2		2		1				
Overlapping Calls			16		16		27				
Occup/ Inspect		Total Inspections		10		10		0			
	General		10	10		10		0			
	Special/Other/Consults		0	0		0		0			
			Violations	0		0		0			
			Corrections	0		0		0			
Training		Total Hours		511		511		450			
	Fire Training			371		371		150			
	EMS Training			120		120		240			
	Community Based Outreach			20		20		60			
See attached training summary											
Public Education			Monthly			Year to Date 2020			Year to Year 2019		
Totals / Events	Staff Hours	Participants							3	5.5	76
CPR Classes	Staff Hours	Participants	1	6.5	9	1	6.5	9	1	3.5	16
Station Tours	Staff Hours	Participants	0	0	0	0	0	0	1	1	30
Presentations	Staff Hours	Participants	0	0	0	0	0	0	1	1	30
Maintenance			Monthly			Year to Date 2020			Year to Year 2019		
Total Hours			221.15			221.15			271		
Building Care, Cleaning, Maintenance			66.4			66.4			95.5		
Grounds Care			8.75			8.75			31		
Vehicle Checks			131			131			103.33		
Vehicle Cleaning			8			8			25		
Vehicle Maintenance			7			7			16		
Current Events											
Switching over to Lifequest billing company											
Ballistic gear training took place and gear placed in service											
Lean on the Lakeshore was a GREAT SUCCESS!											
**Income is based only on payments rendered from EMS Medical Billing from 2019**											
Anniversaries:											
Steve Denzien 1 year 1/1/19											

Attachment: TRFD January Report 2020 (2525 : Department Reports)

## Monthly EMS Training Report for January 2020

*I would like to encourage all City of Two Rivers City Council members to contact me to set up a time that I can give you a personal view of TRFD operations and training. (920)-901-3810*

*Follow The City of Two Rivers Fire Department on Facebook to see pictures/videos of Training, Operational Events and Community Outreach.*

### Notable Events

- Participated in the LTC Career Expo
- Lean on the Lakeshore (Fire/EMS) hosted by TRFD at TRHS
- All shifts completed Ballistic Vest Training (Vest//Helmets Placed in Service)
- All TRFD Paramedics continued Paramedic/CCP Refresher
- All TRFD shifts completed QI/QA driven EMS training (Billing with Lifequest)



Monthly Training Report



TRFD Ballistic Vests



**EMS: 120 hrs**

The TRFD EMS training program encompasses paramedic, critical care paramedic, and tactical paramedic training. EMS training or tasks connected to EMS training. The TRFD paramedics strive to offer empathic, competent and professional care that exceeds the expectations of those we serve. There are countless hours of EMS training each day at the TRFD. This training is formal and informal. TRFD paramedics have three formats of formal education: Target Solutions on-line assignments, Formal Lecture, and Practical Exercises. Dr. Painter, the TRFD Medical Director provides oversight to all TRFD EMS training, as well as QI/QA. The TRFD is committed to offer “best practice” care now and in the future.

**Training hours above are conservative.**

- **STEMI/Stroke meetings with HFMMC & AMCBC**
- **Continuing Paramedic/Critical Care paramedic education (Refresher)**
- **Protocol Meeting/Collaboration/Update**
- **EMS Remediation based on QI/QA**
- **EMS Competencies/Evaluations/Education**
- **Medical Director collaborative QI/QA**
- **Pod/Web Casts (Fire Engineering/EMS World)**
- **Shift case studies Lecture/Target Solutions (company level EMS training)**
- **Paramedic QI/QA (all reports) Krajnik/Menges/Murack/Painter**
- **EMS Probationary Firefighter/Paramedics/Interns/Recruits**
- **TEMS training**
- **Shift Officers EMS/AMCMC Update Meetings (IFT Discussions)**
- **EMS Related Meetings (Active Shooter Review) (RTAC) (TRHS Safety Team)**





Lean on the Lakeshore 2020

**Community Based Paramedic Outreach: 20 hours**

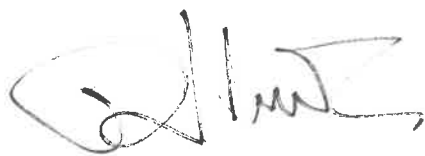
This is a very important program that requires continuous training updates with the TRFD staff. This program is rapidly developing throughout the United States. State legislation has recently been passed to allow ambulance providers to bill for preventive care. There is daily communication between TRFD employees as providers of preventative medicine and other community resources. Being proactive in community outreach mitigates many unnecessary ambulance responses and decreases operating cost to the city. More importantly community paramedicine objectively improves the quality of life and decreases mortality rates of those who have health related disparities in our community. This program operates 24/7 365. It is very difficult to give a accurate number to this training. The above hours noted are very conservative.

Important to note is, the hospital equipment program at TRFD is a Community Outreach program (the time from that program is averaged in with the above number).

- **Community Outreach visits/calls/visits**
- **Collaboration with PAAW**
- **Unnecessary 911 call mitigation**
- **Public health meetings**
- **Health Literacy Meeting updates**
- **Operational collaboration with various agencies**
- **Phone calls and station visits by citizen's at risk**
- **Collaboration with Public Health and other area agencies**
- **Community Education**

For more detailed information feel free to contact me.

-Respectfully Submitted



**David R. Murack**

**Assistant Chief**

**Emergency Operations/Community Outreach**

City of Two Rivers Fire Department

2122 Monroe Street, Two Rivers WI, 54241

Station: 920-793-5521

Cell: 920-901-3810

*"Let no public safety service member's ghost ever come back and say their training failed them."*

Web Page: <http://www.two-rivers.org/fire/fire-department.php>

Attachment: Fire Dept (2525 : Department Reports)



# EMS Completions January 2020

Type: Completions

Run Date: Mar 2, 2020 11:06 AM

Shared with: Not Shared

Filters: Tags: ems

User Status: Active, Offline

Completion Date Range: From 01/01/2020 To 01/31/2020

Type: All Assignments

First Name	Last Name	Employee ID	Assignment Name	Assignment Type	Assignment Method	Completion Date	Completion Time	Duration (hours)
Brandon	Burke	110024	Paramedic training.	EMS Training	Record Completions	01/03/2020	10:30 AM	1.5
Brandon	Burke	110024	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/31/2020	09:00 AM	1
Brandon	Burke	110024	Human Trafficking Part 1	EMS Training	Create New Assignment	01/31/2020	11:00 AM	.5
Brandon	Burke	110024	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/31/2020	12:30 PM	1
Brandon	Burke	110024	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	10:47 AM	
Steven	Denzien	320200	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/23/2020	11:30 AM	1
Steven	Denzien	320200	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Steven	Denzien	320200	Human Trafficking Part 1	EMS Training	Create New Assignment	01/23/2020	08:30 AM	.5
Joe	Ewert	110026	Paramedic training.	EMS Training	Record Completions	01/03/2020	10:30 AM	1.5
Joe	Ewert	110026	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Joe	Ewert	110026	Human Trafficking Part 1	EMS Training	Create New Assignment	01/28/2020	04:15 PM	.5
Joe	Ewert	110026	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/28/2020	04:30 PM	1
Joe	Ewert	110026	CPR Instruction	Public Education	Record Completions	01/28/2020	02:30 PM	
Mark	Guehlstorf	320253	Paramedic training.	EMS Training	Record Completions	01/03/2020	10:30 AM	1.5
Mark	Guehlstorf	320253	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Mark	Guehlstorf	320253	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	10:47 AM	
Travis	Gunderson	320255	Paramedic training.	EMS Training	Record Completions	01/17/2020	01:00 PM	1
Travis	Gunderson	320255	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/31/2020	09:00 AM	1
Travis	Gunderson	320255	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/04/2020	08:00 AM	.15
Travis	Gunderson	320255	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/06/2020	08:00 AM	.15
Travis	Gunderson	320255	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/08/2020	08:00 AM	.15
Travis	Gunderson	320255	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/31/2020	08:00 AM	.15
Eric	Isselmann	320332	Paramedic training.	EMS Training	Record Completions	01/03/2020	10:30 AM	1.5
Eric	Isselmann	320332	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Eric	Isselmann	320332	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	10:47 AM	
Chad	Kakes	320331	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	11:03 AM	
Chad	Kakes	320331	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Clay	Kautzer	320270	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Kris	Klein	320266	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	11:03 AM	
Kris	Klein	320266	X-Collar Training	EMS Training	Record Completions	01/16/2020	01:30 PM	
Patrick	Krajnik	320340	TRPD Narcan Nasal Spray 2019	EMS Training	Create New Assignment	01/25/2020	12:30 PM	.5

Attachment: Fire Dept (2525 : Department Reports)

First Name	Last Name	Employee ID	Assignment Name	Assignment Type	Assignment Method	Completion Date	Completion Time	Duration (hours)
Patrick	Krajnik	320340	Human Trafficking Part 1	EMS Training	Create New Assignment	01/25/2020	04:00 PM	.5
Patrick	Krajnik	320340	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/25/2020	05:30 PM	1
Patrick	Krajnik	320340	Stryker Power Load System	EMS Training	Create New Assignment	01/25/2020	01:00 PM	1
Joshua	Laurin	110035	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/22/2020	05:00 PM	1
Ryan	Menges	320350	Paramedic training.	EMS Training	Record Completions	01/17/2020	01:00 PM	1
Ryan	Menges	320350	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/13/2020	08:00 AM	.15
Ryan	Menges	320350	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/15/2020	08:00 AM	.15
Ryan	Menges	320350	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	10:47 AM	
Ryan	Menges	320350	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	11:03 AM	
Ryan	Menges	320350	CPR Instruction	Public Education	Record Completions	01/08/2020	01:00 PM	
Matthew	Miller	320346	Paramedic training.	EMS Training	Record Completions	01/24/2020	09:00 AM	.5
Matthew	Miller	320346	Human Trafficking Part 1	EMS Training	Create New Assignment	01/29/2020	10:00 AM	.5
Matthew	Miller	320346	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/29/2020	10:15 AM	1
Matthew	Miller	320346	X-Collar Training	EMS Training	Record Completions	01/16/2020	01:30 PM	
Matthew	Miller	320346	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/24/2020	02:00 PM	1
Matthew	Miller	320346	CPR Instruction	Public Education	Record Completions	01/24/2020	11:00 AM	
David	Murack	302374	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/30/2020	03:00 PM	1
Zachary	Peterson	320250	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	11:03 AM	
Zachary	Peterson	320250	Human Trafficking Part 1	EMS Training	Create New Assignment	01/27/2020	04:00 PM	.5
Zachary	Peterson	320250	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/27/2020	04:00 PM	1
Zachary	Peterson	320250	Stryker Power Load System	EMS Training	Create New Assignment	01/02/2020	02:15 PM	1
Zachary	Peterson	320250	X-Collar Training	EMS Training	Record Completions	01/16/2020	01:30 PM	
Paul	Reiser	302383	Paramedic training.	EMS Training	Record Completions	01/24/2020	09:00 AM	.5
Paul	Reiser	302383	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/31/2020	09:00 AM	1
Bradley	Scherer	320386	EMS QI/QA	EMS QI/QA	Record Completions	01/10/2020	11:03 AM	
Bradley	Scherer	320386	Human Trafficking Part 1	EMS Training	Create New Assignment	01/29/2020	10:30 AM	.5
Bradley	Scherer	320386	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/29/2020	11:15 AM	1
Bradley	Scherer	320386	X-Collar Training	EMS Training	Record Completions	01/16/2020	01:30 PM	
Nicholas	Schroeder	320387	Paramedic training.	EMS Training	Record Completions	01/24/2020	09:00 AM	.5
Nicholas	Schroeder	320387	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/31/2020	09:00 AM	1
Nicholas	Schroeder	320387	Human Trafficking Part 1	EMS Training	Create New Assignment	01/24/2020	03:00 PM	.5
Nicholas	Schroeder	320387	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/24/2020	03:30 PM	1
Nicholas	Schroeder	320387	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/24/2020	02:00 PM	1
Nicholas	Schroeder	320387	Paramedic training.	EMS Training	Record Completions	01/17/2020	01:00 PM	1

Attachment: Fire Dept (2525 : Department Reports)

First Name	Last Name	Employee ID	Assignment Name	Assignment Type	Assignment Method	Completion Date	Completion Time	Duration (hours)
Andrew	Taddy	320345	Paramedic training.	EMS Training	Record Completions	01/24/2020	09:00 AM	.5
Andrew	Taddy	320345	Paramedic training.	EMS Training	Record Completions	01/17/2020	01:00 PM	1
Andrew	Taddy	320345	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/24/2020	08:00 AM	.15
Andrew	Taddy	320345	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/22/2020	08:00 AM	.15
Andrew	Taddy	320345	EMS Operations	1 - Daily Activities, NFPA 1500	Record Completions	01/17/2020	08:00 AM	.15
Andrew	Taddy	320345	Traumatic Brain Injury: What happens in the hospital?	EMS Training	Create New Assignment	01/22/2020	04:00 AM	1
Andrew	Taddy	320345	Human Trafficking Part 1	EMS Training	Create New Assignment	01/22/2020	03:30 PM	.5
Andrew	Taddy	320345	Ballistic Vest and Helmet Training	EMS Training	Record Completions	01/31/2020	09:00 AM	1



## Monthly Fire Operations Report for January 2020

### News

- Fire operations training focused CPR refresher and SCBA mask fit test for full-time and paid-on-call staff. The staff also completed Target Solutions learning modules on customer service in the fire service, blood born pathogens, and HIPPA awareness training.
- Aerial truck operator class continues, classroom and practical evolution took place in the January and will continue till the conclusion of the course March 12th. State of Wisconsin written test is scheduled for March 19<sup>th</sup>. The state practical test isn't scheduled yet. There are members from TRFD and MFD participating in the class. A/C Kakes is the instructor.





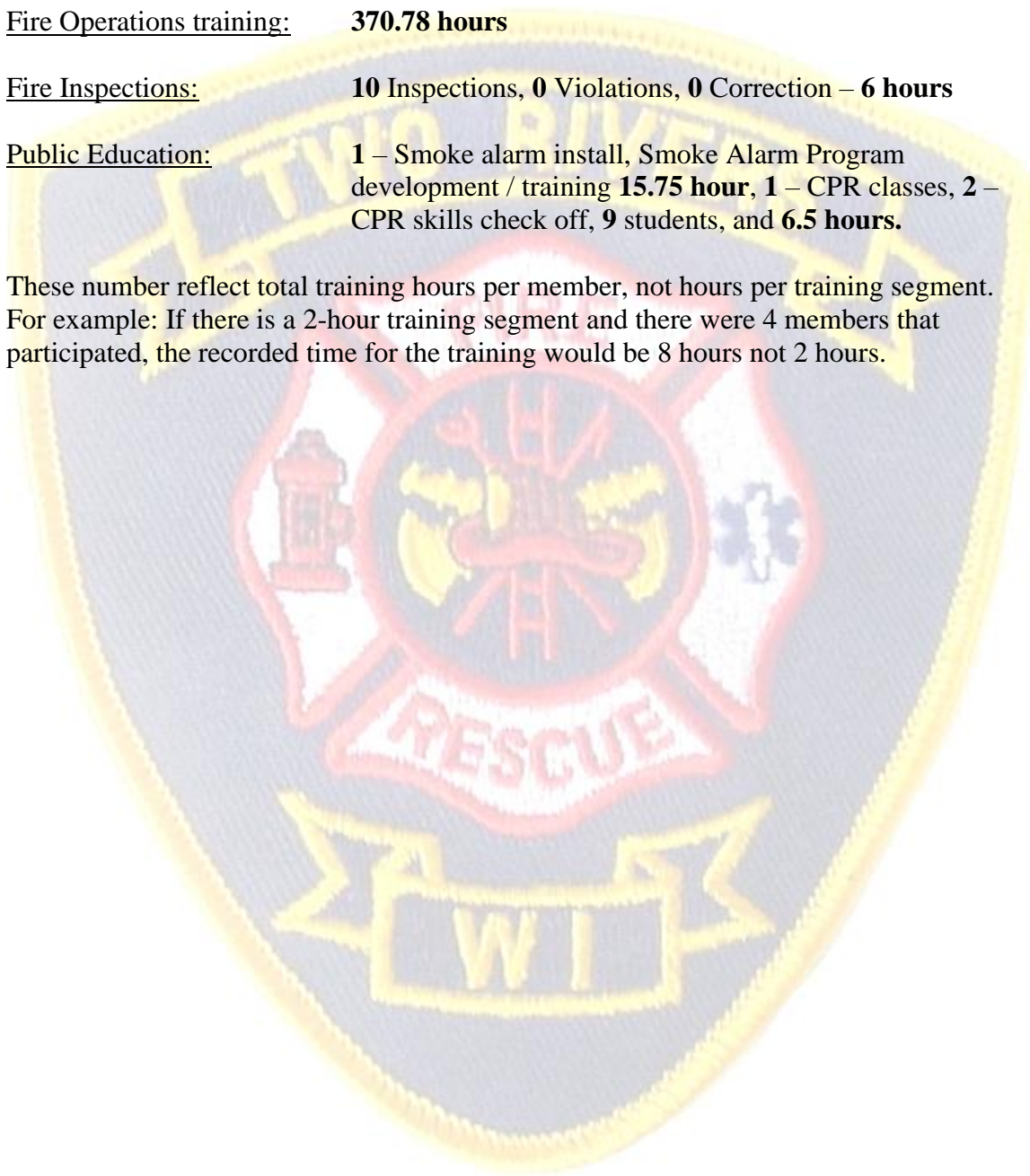
### **Fire Operations**

Fire Operations training:      **370.78 hours**

Fire Inspections:      **10 Inspections, 0 Violations, 0 Correction – 6 hours**

Public Education:      **1 – Smoke alarm install, Smoke Alarm Program development / training 15.75 hour, 1 – CPR classes, 2 – CPR skills check off, 9 students, and 6.5 hours.**

These number reflect total training hours per member, not hours per training segment. For example: If there is a 2-hour training segment and there were 4 members that participated, the recorded time for the training would be 8 hours not 2 hours.



CITY OF TWO RIVERS

Check Register - Monthly Bill Summary  
Check Issue Dates: 2/1/2020 - 2/29/2020Page: 1  
Mar 03, 2020 02:41PM

Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125270	AECOM Technical Services Inc	Nov '19 Monitoring Data Review	2000315400	1,020.00
Total 125270:					1,020.00
02/06/2020	125271	AnSer Services	After hours answering service-Elec	6502-020120	89.43
Total 125271:					89.43
02/06/2020	125272	Appleton Compressor Serv Inc	Parts & Service - WTP	0136504-IN	4,982.37
Total 125272:					4,982.37
02/06/2020	125273	August Winter & Sons Inc	Payment #5 for Project # TR 29	TR29	357,793.75
Total 125273:					357,793.75
02/06/2020	125274	Charter Communications Inc	Senior Center-TV	0000265011920	75.08
Total 125274:					75.08
02/06/2020	125275	Christmas Stars - APG	Day Trip Down Payment-Christmas Stars	01/31/2020	52.00
Total 125275:					52.00
02/06/2020	125276	Core & Main LP	PIPE, SERVICE: 1" CTS TUBING	L753584	63.98
02/06/2020	125276	Core & Main LP	FLANGE, BREAKOFF SECT.:	L776645	526.12
Total 125276:					590.10
02/06/2020	125277	Crevier, Mark	Energy Star Partners Rebate - Dishwasher/Refri	02/03/2020	55.00
Total 125277:					55.00
02/06/2020	125278	DOA/Division of Energy	Refund of Public Benefits Program Payment	1-29-2020	68.58
Total 125278:					68.58
02/06/2020	125279	Eggers Division LLC	Installment Payment #15 / TID #9	02/03/2020	222,761.91
Total 125279:					222,761.91

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)

CITY OF TWO RIVERS

Check Register - Monthly Bill Summary  
Check Issue Dates: 2/1/2020 - 2/29/2020Page: 2  
Mar 03, 2020 02:41PM

Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125280	Eis Implement Inc	Wheel Loader #287 - Rec	06698875	62,000.00
02/06/2020	125280	Eis Implement Inc	Wacker 72" Brush grapple, 2019 Treader - Rec	06794576	4,850.00
Total 125280:					66,850.00
02/06/2020	125281	Elster Solutions LLC	Supplies-Elec	9000099261	2,121.00
Total 125281:					2,121.00
02/06/2020	125282	EMS Medical Billing Assoc LLC	Revenue & Commission - December 2019	DECEMBER 2019	3,276.45
Total 125282:					3,276.45
02/06/2020	125283	Fastenal	Supplies-Wtr	WIMAN261298	341.23
Total 125283:					341.23
02/06/2020	125284	Field Environmental Instrument	Filters for Landfill	2000357	764.40
Total 125284:					764.40
02/06/2020	125285	Fire Dept Petty Cash	Petty cash reimbursement	02/04/2020	48.24
Total 125285:					48.24
02/06/2020	125286	Fitness Store	Service Call & Labor - Rec	2020-010	224.70
Total 125286:					224.70
02/06/2020	125287	Frontier	Telephone-WWTP	0802;1/20	331.85
02/06/2020	125287	Frontier	Telephone-WWTP	4869;1/20	314.00
02/06/2020	125287	Frontier	Telephone-WWTP	5741 1/13/20	81.69
02/06/2020	125287	Frontier	Telephone-WWTP	5788;1/20	54.75
Total 125287:					782.29
02/06/2020	125288	Garage Door Specialty Inc	Door repair - DPW	37099	370.00
02/06/2020	125288	Garage Door Specialty Inc	Service-Cemetery	7083	60.00
Total 125288:					430.00

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)

CITY OF TWO RIVERS

Check Register - Monthly Bill Summary  
Check Issue Dates: 2/1/2020 - 2/29/2020Page: 3  
Mar 03, 2020 02:41PM

Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125289	Gordon Food Service Inc	Food - Snr. Center	199893529	1,629.03
Total 125289:					1,629.03
02/06/2020	125290	Grainger	Supplies-WTP	9411144968	28.51
02/06/2020	125290	Grainger	Supplies - WWTP	9412376007	50.14
Total 125290:					78.65
02/06/2020	125291	GT Machine LLC	Snow Supplies - DPW	77107	250.00
Total 125291:					250.00
02/06/2020	125292	Heart-A-Rama	Program book/Full Page - Rec	02/05/2020	200.00
Total 125292:					200.00
02/06/2020	125293	Heller, Mark	Energy Star Partners Rebate - Dishwasher	02/03/2020	25.00
Total 125293:					25.00
02/06/2020	125294	Henry Schein Inc.	Supplies - FD	72866252	292.72
Total 125294:					292.72
02/06/2020	125295	Holschbach Excavating Inc	Stone for bike trail/WO#13902-DPW	21156	201.27
Total 125295:					201.27
02/06/2020	125296	Hydroclean Equipment Inc	Billable Repairs - DPW	02459	276.50
Total 125296:					276.50
02/06/2020	125297	KC Tool Sales	Shop tools scanner update - DPW	0128207309	999.00
Total 125297:					999.00
02/06/2020	125298	Kip Gulseth Construction Co	Monroe & 20th Main Break	2901	2,343.66
Total 125298:					2,343.66

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)

CITY OF TWO RIVERS

Check Register - Monthly Bill Summary  
Check Issue Dates: 2/1/2020 - 2/29/2020Page: 4  
Mar 03, 2020 02:41PM

Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125299	Klein, Patricia Ann	Simply Seniors Exercise Class - 1/1/20-1/31/20	02/04/2020	85.80
Total 125299:					85.80
02/06/2020	125300	Lakeshore Technical College	DNR-payment in lieu of taxes	1/29/2020	1.29
Total 125300:					1.29
02/06/2020	125301	LeClair Bros Heat/AC Inc	Furnace in Garage - Wtr	C8189	598.33
02/06/2020	125301	LeClair Bros Heat/AC Inc	Installation of Burners in Repair Shop (Final Ph	C8199	6,986.00
Total 125301:					7,584.33
02/06/2020	125302	Main Street	Annual City Payment	02/04/2020	6,000.00
Total 125302:					6,000.00
02/06/2020	125303	Malley Printing Co	Parking Ticket Envelopes-PD	27496	812.60
Total 125303:					812.60
02/06/2020	125304	Manitowoc Co Treasurer	DNR-Payment in Leiu of Taxes	01/29/2020	8.61
Total 125304:					8.61
02/06/2020	125305	Manitowoc Disposal Inc	Small Box - Feb 2020 -Rec	44176	160.00
Total 125305:					160.00
02/06/2020	125306	Manitowoc Trophy	Retirement Box (Kakuk)	36231	12.00
Total 125306:					12.00
02/06/2020	125307	Maritime Plumbing and Mechanical	1515 27th Street	34842	175.50
Total 125307:					175.50
02/06/2020	125308	McMahon Associates Inc	20th Street Pond (Eggers)	917130	1,963.60
02/06/2020	125308	McMahon Associates Inc	Lake Michigan Shoreline	917131	3,936.40
02/06/2020	125308	McMahon Associates Inc	Phase I ESA-Paragon	917247	2,891.30

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125308:					8,791.30
02/06/2020	125309	Messman, Jerry	Refund/Over Payment 2019 Property Tax paym	02/03/20	687.68
Total 125309:					687.68
02/06/2020	125310	Mid-American Research Chemical	Supplies-Rec	0685590-IN	46.67
Total 125310:					46.67
02/06/2020	125311	Midwest Meter Inc	Meter Testing - Water	0118343-IN	1,800.00
02/06/2020	125311	Midwest Meter Inc	Remote Encoder-Wtr	0118435-IN	3,045.00
02/06/2020	125311	Midwest Meter Inc	Supplies - Wtr	0118586-IN	19,260.00
Total 125311:					24,105.00
02/06/2020	125312	National Elevator Inspection	Routine Inspection-Rec	0377249	82.00
Total 125312:					82.00
02/06/2020	125313	Neher Electric Supply Inc	Lamps-Elec	362560-00	147.00
Total 125313:					147.00
02/06/2020	125314	North Central Laboratories	Lab Supplies-WTP	434067	1,420.56
Total 125314:					1,420.56
02/06/2020	125315	Patriot Properties Inc	2020 License and Support	15442	9,385.00
Total 125315:					9,385.00
02/06/2020	125316	Perry Electric LLC	Maint/Repair - Lib	1237	228.50
Total 125316:					228.50
02/06/2020	125317	PrecisionChem LLC	Nitrite-Moly Closed System - Rec	13562	350.86
Total 125317:					350.86

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125318	Prompt Printing Center	Garbage stickers - Cust Serv	34534	1,080.00
Total 125318:					1,080.00
02/06/2020	125319	Reinhart Foodservice	Food-Sr Ctr	940040	995.40
Total 125319:					995.40
02/06/2020	125320	Schaus Roofing/Mechanical	Maintenance-Library	77292	179.75
Total 125320:					179.75
02/06/2020	125321	Selner Tree & Shrub Care LLC	Tree-Rec	3626	977.50
Total 125321:					977.50
02/06/2020	125322	Sherwin Industries Inc	Materials - DPW	SS082737	74.50
Total 125322:					74.50
02/06/2020	125323	Thuermer Law Office	January 2020 Services	1/28/2020	1,471.00
Total 125323:					1,471.00
02/06/2020	125324	Two Rivers Automotive Supply	Shovel - WWTP	5172-226736	40.95
Total 125324:					40.95
02/06/2020	125325	Two Rivers High School	Post Prom & Senior Lock-in Donation-Elec	02/03/2020	100.00
Total 125325:					100.00
02/06/2020	125326	Two Rivers School District	DNR-payment in lieu of taxes	01/29/2020	15.54
Total 125326:					15.54
02/06/2020	125327	Uniform Shoppe	Clothing - Fire	295813	101.95
Total 125327:					101.95
02/06/2020	125328	USA Blue Book	Blue-White Roller Assembly for pump - WWTP	067052	231.90

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125328	USA Blue Book	Supplies-WWTP	067063	189.26
02/06/2020	125328	USA Blue Book	Supplies-WTr	120922	409.68
Total 125328:					830.84
02/06/2020	125329	Vanderveren, Sally A	January 2020 Services	0120	3,658.33
Total 125329:					3,658.33
02/06/2020	125330	Vinton Construction Company		18105	10,073.69
Total 125330:					10,073.69
02/06/2020	125331	Vorpahl Fire & Safety	Extinguisher Refill/Service - WTR	215288086	580.75
Total 125331:					580.75
02/06/2020	125332	Wausau Equipment Company	Parts-DPW	6908230	721.93
Total 125332:					721.93
02/07/2020	125333	Wells Fargo Financial Leasing	Copier Charges - 1/21/20-2/20/20	5008980128	.00
Total 125333:					.00
02/06/2020	125334	Wisc Dept of Revenue	Payment for #2984-25 final bill for Bill Armstron	01/29/2020	90.67
Total 125334:					90.67
02/06/2020	125335	Wisconsin Public Service Corp	1916 COLUMBUS ST - Elec	0401271669-10;1/20	244.88
02/06/2020	125335	Wisconsin Public Service Corp	WARM BLDG	0401271669-12;1/20	18.44
02/06/2020	125335	Wisconsin Public Service Corp	PARK SHELTER	0401271669-14;1/20	16.33
02/06/2020	125335	Wisconsin Public Service Corp	LIBRARY	0401271669-23;1/20	1,074.66
02/06/2020	125335	Wisconsin Public Service Corp	CITY HALL	0401271669-24;1/20	1,100.12
02/06/2020	125335	Wisconsin Public Service Corp	FIRE DEPT	0401271669-3;1/20	868.12
02/06/2020	125335	Wisconsin Public Service Corp	Bridge Bldg - Engineering	0401271669-30;1/20	74.21
02/06/2020	125335	Wisconsin Public Service Corp	1401 Lake Street	0401271669-35;1/20	4,953.60
02/06/2020	125335	Wisconsin Public Service Corp	GENERATOR	0401271669-38;1/23/20	20.12
02/06/2020	125335	Wisconsin Public Service Corp	1520 17TH ST - Rec	0401271669-4;1/20	2,005.81
02/06/2020	125335	Wisconsin Public Service Corp	606 PARKWAY BLVD (PARAGON)	0401271669-44;1/20	2,790.26
02/06/2020	125335	Wisconsin Public Service Corp	CEMETERY	0401271669-5;1/20	156.46

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/06/2020	125335	Wisconsin Public Service Corp	1300 35th Street - Rec	0401271669-7;1/20	105.46
Total 125335:					13,428.47
02/06/2020	125336	WPPI Energy	Library HVAC retrofit project Loan Payment - F	INV13099	1,075.67
Total 125336:					1,075.67
02/13/2020	125337	3404 Memorial Drive LLC	Refund - Overpayment on Final Bill	2/10/2020	3.26
Total 125337:					3.26
02/13/2020	125338	ADRC of the Lakeshore	Jan 2020 donations - Sr Ctr	JANUARY 2020	1,453.15
Total 125338:					1,453.15
02/13/2020	125339	Advanced Electronic Design Inc.	RhinoTab Computers - PD	8268356	40,956.89
Total 125339:					40,956.89
02/13/2020	125340	Alpha Hydraulics LLC	Parts - DPW	10273	1,756.41
Total 125340:					1,756.41
02/13/2020	125341	Aurora Health Care	Drug Screens	965600	296.00
Total 125341:					296.00
02/13/2020	125342	Bradley, Laurel Ann	Dismissal of Citation BE968416-1	02/06/2020	124.00
Total 125342:					124.00
02/13/2020	125343	Brown, Kathleen	Refund - due to overpayment on final bill	2/10/2020	188.41
Total 125343:					188.41
02/13/2020	125344	City of Two Rivers Petty Cash	Replenish Petty Cash Check Book	02/07/2020	3,292.38
Total 125344:					3,292.38
02/13/2020	125345	Cool City Cleaners Inc	Towels - WWTP	100696	126.00

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125345:					126.00
02/13/2020	125346	Core & Main LP	Supplies - Wtr	L840284	86.91
Total 125346:					86.91
02/13/2020	125347	Coronado, Joel	Refund due to overpayment	2/10/2020	2.05
Total 125347:					2.05
02/13/2020	125348	Country Visions Cooperative	Diesel - DPW	8359	8,879.37
Total 125348:					8,879.37
02/13/2020	125349	Crafts Inc	Roof repairs-Lib	5586	463.41
Total 125349:					463.41
02/13/2020	125350	DeBruyn, Don	Solar Credit Refund	2/10/2020	39.50
Total 125350:					39.50
02/13/2020	125351	Devore, Natalia	Refund due to overpayment on final bill	2/10/2020	3.12
Total 125351:					3.12
02/13/2020	125352	Digger's Hotline	February 2020	200 2 43901 PP1	415.00
Total 125352:					415.00
02/13/2020	125353	Dorner Company	Supplies - Wtr	151231-IN	8,941.77
Total 125353:					8,941.77
02/13/2020	125354	Dorner Inc.	Contract 1-2019 - 4th Payment	1-2019 4TH/PARTIAL	34,530.26
Total 125354:					34,530.26
02/13/2020	125355	Ebbott, Michael	Refund due to overpayment on final bill	2/10/2020	44.62

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125355:					44.62
02/13/2020	125356	Flex Staff	Shawn M Smith 1/27/20-2/2/20	177993	345.92
02/13/2020	125356	Flex Staff	Patricia A Quinn 1/27/20-2/2/20	177994	518.88
Total 125356:					864.80
02/13/2020	125357	Fox Cities Performing Arts Center	Tickets - Escape to Margaritaville	103924	2,120.00
Total 125357:					2,120.00
02/13/2020	125358	Frank's Radio Service Inc.	Services FD	115351	8,065.00
02/13/2020	125358	Frank's Radio Service Inc.	Services FD	115352	875.00
Total 125358:					8,940.00
02/13/2020	125359	Frontier	Telephone - Wtr	0443;1/20	52.70
Total 125359:					52.70
02/13/2020	125360	Garage Door Specialty Inc	Service-FD	37147	190.00
Total 125360:					190.00
02/13/2020	125361	Grainger	Supplies - WWTP	9419869053	21.60
02/13/2020	125361	Grainger	Supplies - WWTP	9420329501	15.50
Total 125361:					37.10
02/13/2020	125362	Granicus	Agenda & Minutes - CM	122451	500.00
Total 125362:					500.00
02/13/2020	125363	Hawkins Inc	Chemicals - Wtr	4645203	1,881.72
Total 125363:					1,881.72
02/13/2020	125364	Hubbart Electric Inc	Service - Wtr	10187C	720.65

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125364:					720.65
02/13/2020	125365	Hydranautics Nitto Group Company	Supplies-Wtr	47388	1,017.83
Total 125365:					1,017.83
02/13/2020	125366	K & S Tire Recycling, Inc.	Tire Pick-up - DPW	80559A	389.00
Total 125366:					389.00
02/13/2020	125367	Kaat's Water Conditioning Inc	Bottled water, 6303 Riverview Dr-Eng	02/01/2020	11.80
Total 125367:					11.80
02/13/2020	125368	Klein's Hardware Hank	Supplies - DPW	PUBLIC WORKS 1/7/2020	7.98
02/13/2020	125368	Klein's Hardware Hank	Supplies- Wtr	WATER DEPT 1/7/2020	32.73
Total 125368:					40.71
02/13/2020	125369	Krajnik Chevrolet	2015 Chev Impala Ltd - PD	02/06/2020 2015 IMPALA	11,000.00
Total 125369:					11,000.00
02/13/2020	125370	Kulpa Jr, Frank	Solar Credit Refund	2/10/2020	109.90
Total 125370:					109.90
02/13/2020	125371	Lakeshore Technical College	February 2020 Tax Settlement	2/10/2020	121,708.14
02/13/2020	125371	Lakeshore Technical College	PALS Refresher Instruction (Murack) - FD	L00012761	819.50
Total 125371:					122,527.64
02/13/2020	125372	Mammoth Construction	Storm sewer outfall @ WWTP	224-A	2,798.52
02/13/2020	125372	Mammoth Construction	2329 Roosevelt	735	2,305.00
02/13/2020	125372	Mammoth Construction	Shoreline Project - WWTP	755	45,064.37
Total 125372:					50,167.89
02/13/2020	125373	Manitowoc Co Treasurer	Jan 2020 Jail & Driver Improvement Surcharges	02/07/2020	942.10

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125373:					942.10
02/13/2020	125374	Manitowoc Co Treasurer	February 2020 Tax Settlement	02/10/2020	814,447.07
Total 125374:					814,447.07
02/13/2020	125375	Manitowoc Disposal Inc	Recycling & Refuse Collect 1/25/20-2/7/20	1/25/20-2/7/20	13,880.04
Total 125375:					13,880.04
02/13/2020	125376	Manitowoc Public Utilities	Service - 2124 Woodland Dr - WWTP	1/24/2020	37.07
02/13/2020	125376	Manitowoc Public Utilities	Service - 5000 Memorial Dr. - Wtr	1/29/2020	636.96
Total 125376:					674.03
02/13/2020	125377	Manitowoc School District	February 2020 Tax Settlement	2/10/2020	40,811.16
Total 125377:					40,811.16
02/13/2020	125378	Manitowoc Trophy	Retirement Box (Collins)	36372	12.00
Total 125378:					12.00
02/13/2020	125379	Marco	Prof. Serv. - Lib	INV7301208	81.36
Total 125379:					81.36
02/13/2020	125380	Maritime Plumbing and Mechanical	Services - Wtr	34896	654.00
02/13/2020	125380	Maritime Plumbing and Mechanical	Services - Wtr	34921	3,495.00
Total 125380:					4,149.00
02/13/2020	125381	McMahon Associates Inc	Phase II ESA - Lot F	916599	476.24
02/13/2020	125381	McMahon Associates Inc	Ecological Svcs - Sandy Bay Highlands Pond	916600	4,238.60
Total 125381:					4,714.84
02/13/2020	125382	Miller, Allyse M. H.	Crafter Noon Clay Planter 12/8/19 - Rec	02/11/20	18.00
02/13/2020	125382	Miller, Allyse M. H.	Cooking Class 4 Kids 1/8/20-1/29/20	2/11/20	96.00
02/13/2020	125382	Miller, Allyse M. H.	String Art Craft Class 2/9/20 - Rec	FEB 11, 2020	128.00

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02/13/2020	125382	Miller, Allyse M. H.	String Art Craft Class 1/11/20 - Rec	FEBRUARY 11, 2020	340.00
Total 125382:					582.00
02/13/2020	125383	Mtwc Area Visitor/Conv Bureau	Inside Cover Full Page Ad - 2020 Visitor Guide	QB2058	1,200.00
Total 125383:					1,200.00
02/13/2020	125384	Northern Lake Service Inc	Testing - Wtr	372326	42.00
Total 125384:					42.00
02/13/2020	125385	Packer City Intl Trucks Inc.	Repairs - DPW	R101034992	1,643.77
Total 125385:					1,643.77
02/13/2020	125386	Payment Service Network	Services 1/1/20-1/31/20	209223	7.95
Total 125386:					7.95
02/13/2020	125387	R&J Fricke Inc	Cement - PWD	8774	1,790.75
02/13/2020	125387	R&J Fricke Inc	Cement - PWD	8775	1,612.25
Total 125387:					3,403.00
02/13/2020	125388	Registration Fee Trust	License & Registration for 2015 Chev Impala -	02/06/2020	74.50
Total 125388:					74.50
02/13/2020	125389	Reinhart Foodservice	Food-Sr Ctr	943755	28.66
02/13/2020	125389	Reinhart Foodservice	Food-Sr Ctr	945847	961.55
Total 125389:					990.21
02/13/2020	125390	RESCO	Parts-Elec	773343-01	2,858.40
Total 125390:					2,858.40
02/13/2020	125391	Schaus Roofing/Mechanical	Service - FD	77260	107.00

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125391:					107.00
02/13/2020	125392	SEERA	Focus Program - 1/31/2020	02/07/20	3,449.93
Total 125392:					3,449.93
02/13/2020	125393	State of Wisconsin	Jan 2020 penalty surcharges	02/07/2020	2,317.07
Total 125393:					2,317.07
02/13/2020	125394	Storm the Lawn Pro LLC	2020 Treatments - FD	2020 - TR FIRE DEPT	216.67
Total 125394:					216.67
02/13/2020	125395	TerraSpatial Technologies Inc	Hosting and Maintenance - Mar 2020	20180479	1,550.00
Total 125395:					1,550.00
02/13/2020	125396	Trina Homes LLC	Refund due to overpayment on final bill	2/10/2020	69.08
Total 125396:					69.08
02/13/2020	125397	Two Rivers Clothing Co	Custom Decal - Rec	2/11/2020	45.00
Total 125397:					45.00
02/13/2020	125398	Two Rivers Mainstreet Inc.	February 2020 Tax Settlement	2/10/2020	25,125.47
Total 125398:					25,125.47
02/13/2020	125399	Two Rivers School District	February 2020 Tax Settlement	02/10/2020	1,420,766.81
Total 125399:					1,420,766.81
02/13/2020	125400	USA Blue Book	Supplies-WWTP	120963	148.09
Total 125400:					148.09
02/13/2020	125401	Utility Service Co Inc	Elevated South Tank - Annual - Wtr	499990	29,116.92
02/13/2020	125401	Utility Service Co Inc	Elevated East Tank - Annual - Wtr	499992	28,280.54

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125401:					57,397.46
02/13/2020	125402	Vacuum Pump & Compressor Inc	Service-WWTP	95586-00	699.40
02/13/2020	125402	Vacuum Pump & Compressor Inc	Supplies-WWTP	95618-00	522.88
Total 125402:					1,222.28
02/13/2020	125403	Village of Mishicot Treasurer	Jan 2020 Municipal Court Forfeitures	02/07/2020	419.03
Total 125403:					419.03
02/13/2020	125404	Weinberger, Frederick	Refund due to overpayment on final bill	2/10/2020	11.53
Total 125404:					11.53
02/13/2020	125405	Wells Fargo Financial Leasing	Copier Charges - 1/21/20-2/20/20	5008980128 1/26/20	2,700.00
Total 125405:					2,700.00
02/13/2020	125406	Wisc Dept of Transportation	Deposit into Traffice Violation & Registration Pr	02/05/2020	36.00
Total 125406:					36.00
02/13/2020	125407	Wisc Municipal Judges Assn	2020 Dues	02/06/2020	100.00
Total 125407:					100.00
02/13/2020	125408	Wisconsin Public Service Corp	RESEVOIR	0401271669-02;1/20	64.30
02/13/2020	125408	Wisconsin Public Service Corp	SOUTH TWR	0401271669-25;1/30/20	15.65
02/13/2020	125408	Wisconsin Public Service Corp	EAST TWR	0401271669-26;1/20	52.50
02/13/2020	125408	Wisconsin Public Service Corp	HIGH LIFT	0401271669-32;1/20	193.67
02/13/2020	125408	Wisconsin Public Service Corp	FILTER PLANT	0401271669-33;1/20	1,594.88
Total 125408:					1,921.00
02/13/2020	125409	Wisconsin Supreme Court	Continuing Education 5/1/20-4/30/21	36-0286 2020	700.00
Total 125409:					700.00
02/13/2020	125410	Woodland Dunes Nature Center	Solar Credit Refund	2/10/2020	108.70

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125410:					108.70
02/13/2020	125411	WPPI - Debit Memo	Jan 2020 Purchased Power	25-12020	482,302.38
Total 125411:					482,302.38
02/13/2020	125412	WPPI Energy	LED Street Light - Elec	INV13101	252.92
Total 125412:					252.92
02/20/2020	125413	Advanced Disposal	Dumpster fee - WWTP	B20000439393	218.75
02/20/2020	125413	Advanced Disposal	Dumpster fee - DPW	B2001215	644.33
Total 125413:					863.08
02/20/2020	125414	Airgas USA LLC	Cylinder Rent - DPW	9967806394	181.82
02/20/2020	125414	Airgas USA LLC	Cylinder Rent - WWTP	9967806396	256.51
Total 125414:					438.33
02/20/2020	125415	Allstates Rigging	Lift electric motor onto stand - wwtp	26778	400.00
Total 125415:					400.00
02/20/2020	125416	Appleton Public Library	ANF - Lib	21389000058125	17.00
Total 125416:					17.00
02/20/2020	125417	Aring Equipment Exchange	DPW-Inventory shop	756003	649.52
02/20/2020	125417	Aring Equipment Exchange	DPW- returned inventory	756040	170.51-
02/20/2020	125417	Aring Equipment Exchange	DPW- restock from invoice #756040	756630	42.63-
Total 125417:					436.38
02/20/2020	125418	B&M Technical Services Inc	Parts - WWTP	7779	1,028.18
Total 125418:					1,028.18
02/20/2020	125419	Bank First National **DEBIT MEMO**	City Contribution HSA - Bushman	01/17/2020	600.00

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125419:					600.00
02/20/2020	125420	Berry, Rachelle	Refund daddy/daughter dance - P & R	19560	30.00
Total 125420:					30.00
02/20/2020	125421	Border States Industries Inc	Centron Meters-Elec	919410208	6,900.00
Total 125421:					6,900.00
02/20/2020	125422	CDW Government Inc	Desktop Computers	WF0607	5,343.75
Total 125422:					5,343.75
02/20/2020	125423	Center Point Large Print	Alp-Lib	1758092	42.54
02/20/2020	125423	Center Point Large Print	Alp-Lib	1760715	22.17
02/20/2020	125423	Center Point Large Print	Alp-Lib	1761657	272.04
Total 125423:					336.75
02/20/2020	125424	Cintas Corp	Supplies - Wtr	5016014808	161.39
02/20/2020	125424	Cintas Corp	Supplies - DPW	9077966883	87.28
Total 125424:					248.67
02/20/2020	125425	City Of Manitowoc	Jan 2020 Bus Passes -Sr Ctr	0182694	56.00
Total 125425:					56.00
02/20/2020	125426	Core & Main LP	Supplies - Wtr	L773104	469.94
Total 125426:					469.94
02/20/2020	125427	Delta Dental of Wisconsin	Delta Premiums - March 2020	1409383	4,324.15
Total 125427:					4,324.15
02/20/2020	125428	Dept. of Workforce Development	Unemployment	000009937521	734.09

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)



CITY OF TWO RIVERS

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125428:					734.09
02/20/2020	125429	Domnitz Flowers LLC	Flowers-Rec	19931	47.95
Total 125429:					47.95
02/20/2020	125430	Drivers License Guide Co	2020 ID Checking Guide - PD	765271	29.95
Total 125430:					29.95
02/20/2020	125431	Employee Benefits Corp	COBRASecure / Admin Fee	2804839	98.60
Total 125431:					98.60
02/20/2020	125432	Erickson Sports Apparel	Polos - PD	102101	84.00
Total 125432:					84.00
02/20/2020	125433	Fastenal	Supplies - Elec	WIMAN261946	159.54
02/20/2020	125433	Fastenal	Supplies - Wtr	WIMAN261948	108.14
Total 125433:					267.68
02/20/2020	125434	Flex Staff	Shawn M Smith 02/03/20-02/09/20	178111	518.88
02/20/2020	125434	Flex Staff	Patricia A Quinn 2/3/20-2/9/20	178112	518.88
02/20/2020	125434	Flex Staff	Shawn M Smith 02/10/20-02/16/20	178227	172.96
02/20/2020	125434	Flex Staff	Patricia A Quinn 02/10/20-02/16/20	178228	518.88
Total 125434:					1,729.60
02/20/2020	125435	Frank's Radio Service Inc.	Radio Service - Aggreement 02/01/20-12/31/20	115508	2,586.10
Total 125435:					2,586.10
02/20/2020	125436	Garage Door Specialty Inc	Remotes - FD	37247	35.00
Total 125436:					35.00
02/20/2020	125437	Gehrke, Matt	Refund daddy/daughter dance - P & R	19561	30.00

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125437:					30.00
02/20/2020	125438	Grainger	Supplies - WWTP	9430336298	28.94
Total 125438:					28.94
02/20/2020	125439	HydroCorp	Cross Connection Control Prog - Jan 2020	0056096-IN	2,867.00
Total 125439:					2,867.00
02/20/2020	125440	ID Access	ID card - Verhelst - PD	1620	10.00
Total 125440:					10.00
02/20/2020	125441	Info USA Marketing Inc	Polk City Directory / Rec & Lib	83527233	1,191.00
Total 125441:					1,191.00
02/20/2020	125442	Kemira Water Solutions Inc.	FERRIC CHLORIDE - WWTP	9017662738	5,667.84
Total 125442:					5,667.84
02/20/2020	125443	League of Wisc Municipalities	2020 League Dues	02/20/2020	400.00
Total 125443:					400.00
02/20/2020	125444	Lester Public Library	Workshop Lunch - Pierce / Ehle -Lib	02/17/2020	20.00
Total 125444:					20.00
02/20/2020	125445	Luisier Plumbing Inc	Backflow test - Rec	18423	390.00
Total 125445:					390.00
02/20/2020	125446	Manitowoc Co Solid Waste	Account #162 Jan 2020 Service	35602	8,059.76
02/20/2020	125446	Manitowoc Co Solid Waste	Account #162 Jan 2020 Service	35629	1,197.87
Total 125446:					9,257.63
02/20/2020	125447	Manitowoc Trophy	Engrave - Propson - PD	36064	5.00

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125447:					5.00
02/20/2020	125448	Matejka, Robert	Rebate for clothes washer	02/12/2020	30.00
Total 125448:					30.00
02/20/2020	125449	MBM	Meter Charge 12/29/19-1/28/20	IN463461	754.73
Total 125449:					754.73
02/20/2020	125450	Menards - Manitowoc 3141	Supplies-FD	63365	79.37
Total 125450:					79.37
02/20/2020	125451	Midwest Meter Inc	Remote Encoder-Wtr	0118587-IN	25,375.00
Total 125451:					25,375.00
02/20/2020	125452	Minnesota Life Insurance Co	Life Insurance premium - March 2020	MARCH 2020	4,144.56
Total 125452:					4,144.56
02/20/2020	125453	Mtwc Area Visitor/Conv Bureau	Portion of room tax collected - Jan 2020	01/31/2020	2,574.05
Total 125453:					2,574.05
02/20/2020	125454	North Central Laboratories	Supplies-WWTP	434895	97.76
Total 125454:					97.76
02/20/2020	125455	Northeast Wisc Tech College	Lab - Simulator rental 01/20/20-01/24/20 - PD	CS33963	225.00
Total 125455:					225.00
02/20/2020	125456	Northern Lake Service Inc	Testing - WWTP	372634	582.70
Total 125456:					582.70
02/20/2020	125457	Packer City International Trucks Inc.	Repairs - DPW - 1996 Kodiak plow truck (TR Hi	X103083182:01	2,027.78

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125457:					2,027.78
02/20/2020	125458	Piggly Wiggly	Supplies-SrCtr	STATEMENT 2/1/20	56.78
Total 125458:					56.78
02/20/2020	125459	Prairie Farms Dairy Inc	2% Milk	STMT; JAN 2020	545.63
Total 125459:					545.63
02/20/2020	125460	RDM Municipal Supply & Service Inc.	Supplies - WWTP	190169B	2,709.25
Total 125460:					2,709.25
02/20/2020	125461	Reinhart Foodservice	Food-Sr Ctr	951109	745.61
Total 125461:					745.61
02/20/2020	125462	Rezash, Jason	Rebate for refrigerator	02/12/2020	30.00
Total 125462:					30.00
02/20/2020	125463	Sauve's Auto Service	Tow Woodland Dr to Impound - PD	424	125.00
Total 125463:					125.00
02/20/2020	125464	Service Tech LLC	Repairs-WWTP	88110	6,900.00
Total 125464:					6,900.00
02/20/2020	125465	State of Wisconsin	Permit to Operate Fee - Rec	514182	50.00
Total 125465:					50.00
02/20/2020	125466	Streicher's	Clothing-PD	11411534	39.96
Total 125466:					39.96
02/20/2020	125467	Town & Country Engineering Inc	WWTP Const. Admin Services	21208	2,093.75
02/20/2020	125467	Town & Country Engineering Inc	2019 SDWLP Assistance	21209	250.00

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)

CITY OF TWO RIVERS

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/20/2020	125467	Town & Country Engineering Inc	Svcs for PSL Project	21210	187.50
02/20/2020	125467	Town & Country Engineering Inc	2019 Digester & RAS Improvements	21211	2,601.30
Total 125467:					5,132.55
02/20/2020	125468	Two Rivers Mainstreet Inc.	Payment of Delinquent BID Assmnt from 2017 T	02/12/2020	100.00
Total 125468:					100.00
02/20/2020	125469	Two Rivers Municipal Utilities	606 Parkway Blvd	045-00007334-03;2/20	82.67
02/20/2020	125469	Two Rivers Municipal Utilities	606 Parkway Blvd	045-00007335-03;2/20	1,563.79
02/20/2020	125469	Two Rivers Municipal Utilities	606 Parkway Blvd	045-00007336-03;2/20	1,879.31
02/20/2020	125469	Two Rivers Municipal Utilities	606 Parkway Blvd	045-00007337-03;2/20	39.56
02/20/2020	125469	Two Rivers Municipal Utilities	606 Parkway Blvd	045-00007338-03;2/20	59.36
02/20/2020	125469	Two Rivers Municipal Utilities	1326 E River Street	070-00002595-06;2/20	5.75
Total 125469:					3,630.44
02/20/2020	125470	Uniform Shoppe	Clothing - Fire	296107	400.75
Total 125470:					400.75
02/20/2020	125471	Unique Management Services Inc	Jan 2020 Placements-Lib	591197	35.80
Total 125471:					35.80
02/21/2020	125472	WASC	Spring Training Registration March 30-31, 2020	2/13/2020	.00
Total 125472:					.00
02/20/2020	125473	Water Quality Investigations LLC	Services from 1/6/20-2/2/20 - WTR	0220_10	2,438.09
Total 125473:					2,438.09
02/20/2020	125474	Watson's Naturally Pure Water	Statement - WWTP 01/31/2020	177603	70.95
Total 125474:					70.95
02/20/2020	125475	WCMA	Membership 2020 - Buckley	02/19/2020	168.51

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125475:					168.51
02/20/2020	125476	West & Dunn	Legal - Paragon Partners Foreclosure	1418	460.00
02/20/2020	125476	West & Dunn	Legal - Schwarz Loan Collection	1419	230.00
02/20/2020	125476	West & Dunn	Legal - General Matters	1441	5,728.48
Total 125476:					6,418.48
02/20/2020	125477	Wisc Dept Of Revenue-DEBITMEMO	Jan 2020 Sales Tax	01/01/2020-01/31/ 2020	7,049.16
Total 125477:					7,049.16
02/20/2020	125478	Wisc Dept of Transportation	Deposit into Traffice Violation & Registration Pr	02/12/2020	39.00
Total 125478:					39.00
02/20/2020	125479	Wisc State Laboratory/Hygiene	Flouride - Wtr	623780	26.00
Total 125479:					26.00
02/20/2020	125480	Wisconsin Media	DPW	0003135019	1,865.83
Total 125480:					1,865.83
02/20/2020	125481	Wisconsin Retirement System	January 2020 Contributions	JANUARY 2020	168,165.06
Total 125481:					168,165.06
02/20/2020	125482	WOMT	After Further Review	886-00056-0007	202.00
Total 125482:					202.00
02/20/2020	125483	WTSOA	Conference Registration - Wandrie	01/03/2020	200.00
Total 125483:					200.00
02/20/2020	125484	Zoro Tools Inc.	Parts - Wtr	INV7116705	96.47
02/20/2020	125484	Zoro Tools Inc.	Parts - Wtr	INV7117684	308.72
02/20/2020	125484	Zoro Tools Inc.	Supplies-Wtr	INV7118269	144.71
02/20/2020	125484	Zoro Tools Inc.	Parts - Wtr	INV7120705	67.53

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)



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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125484:					617.43
02/21/2020	125485	U.S. Bank-Debit Memo	Credit Card Usage - January 2020	STMT; 2/6/2020	60,484.25
Total 125485:					60,484.25
02/27/2020	125486	August Winter & Sons Inc	Payment #6 for Project # TR 24	02/17/20	196,365.00
Total 125486:					196,365.00
02/27/2020	125487	Ball Auto & Truck Parts Inc	Flasher-WWTP	175861	17.49
Total 125487:					17.49
02/27/2020	125488	Bobbie's Marine Services LLC	Private Svc replacement @ 2318 Wash St	2735	3,767.00
Total 125488:					3,767.00
02/27/2020	125489	Brock White Company LLC	DPW-Rebar for inventory	13776413-00	1,745.00
Total 125489:					1,745.00
02/27/2020	125490	Core & Main LP	VALVE BOX ADAPTER #6 - Water	L891941	150.42
Total 125490:					150.42
02/27/2020	125491	Department of Administration	Public benefit fee 2nd quarter	505-0000045410	11,297.28
Total 125491:					11,297.28
02/27/2020	125492	EMS Medical Billing Assoc LLC	Revenue & Commission - Jan 2020	02/26/2020	2,176.49
Total 125492:					2,176.49
02/27/2020	125493	Fire Dept Petty Cash	Petty cash reimbursement	02/25/2020	228.99
Total 125493:					228.99
02/27/2020	125494	Flex Staff	Shawn M Smith 2/17/20-2/23/20	178353	518.88

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125494:					518.88
02/27/2020	125495	Fox Valley Technical College	LE & Transgender Community	TPB0000570795	50.00
Total 125495:					50.00
02/27/2020	125496	Frontier	Telephone-WWTP	3723;2/20	18.00
02/27/2020	125496	Frontier	Telephone-WWTP	5700;2/20	51.50
02/27/2020	125496	Frontier	Telephone-WWTP	5702;2/20	20.00
02/27/2020	125496	Frontier	Telephone - Elec	5741;2/20	85.06
Total 125496:					174.56
02/27/2020	125497	Harmony Technologies LLC	Consulting/Support-FD	4645	227.50
Total 125497:					227.50
02/27/2020	125498	Hawkins Inc	Chemicals - Wtr	4653075	1,617.04
02/27/2020	125498	Hawkins Inc	Chemicals - Wtr	4659097	632.10
Total 125498:					2,249.14
02/27/2020	125499	Henry Schein Inc.	Supplies - FD	73502056	752.94
02/27/2020	125499	Henry Schein Inc.	Supplies - FD	73502431	41.36
02/27/2020	125499	Henry Schein Inc.	Test strips BI Glucose Assure - FD	73982603	21.53
Total 125499:					815.83
02/27/2020	125500	Hubbart Electric Inc	Maintenance-City Hall	10351 C	221.05
Total 125500:					221.05
02/27/2020	125501	Itron Inc	Hardware & Software Maintenance	546563	1,157.02
Total 125501:					1,157.02
02/27/2020	125502	Krueger, Jerome E	St Patrick's Day Entertainment	02/20/2020	60.00
Total 125502:					60.00

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/27/2020	125503	Liberty Mutual Insurance	Installment	13532936	37,424.33
Total 125503:					37,424.33
02/27/2020	125504	Malley Printing Co	Business Cards - Chief Brian Kohlmeier	27594	70.00
Total 125504:					70.00
02/27/2020	125505	Manitowoc Disposal Inc	Recycling & Refuse Collect 2/8/20-2/21/20	02/28/2020	13,880.04
Total 125505:					13,880.04
02/27/2020	125506	Manitowoc Trophy	Signage - FD	36451	36.00
Total 125506:					36.00
02/27/2020	125507	Marissa's Martial Arts	Taekwondo Class - 1/13/20-2/15/20	02/25/2020	106.40
Total 125507:					106.40
02/27/2020	125508	MBM	Meter Charge 1/1/2020-1/31/2020	IN469299	122.04
Total 125508:					122.04
02/27/2020	125509	Midwest Chemical & Equipment	Belt Press Poly - WWTP	6250	4,465.50
Total 125509:					4,465.50
02/27/2020	125510	Midwest Meter Inc	Supplies - Elec	0118434-IN	19,260.00
02/27/2020	125510	Midwest Meter Inc	Supplies - Elect	0118709-IN	178.40
02/27/2020	125510	Midwest Meter Inc	Supplies - Wtr	0118992-IN	168.75
02/27/2020	125510	Midwest Meter Inc	Supplies - Wtr	0118993-IN	894.30
Total 125510:					20,501.45
02/27/2020	125511	Milwaukee Audubon Society	Bird City USA renewal	02/20/2020	125.00
Total 125511:					125.00
02/27/2020	125512	Office Depot	Office Supplies - Inspection	440000475001	70.64
02/27/2020	125512	Office Depot	Office Supplies - Inspection	440006180001	10.58

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)

CITY OF TWO RIVERS

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
Total 125512:					81.22
02/27/2020	125513	Payment Service Network	02/02/2020 Charge Dispute (Per Ann Marx)	02/05/2020	30.00
Total 125513:					30.00
02/27/2020	125514	Seagull Marina	Use of marina property for snow dumping	02/19/20	2,497.08
Total 125514:					2,497.08
02/27/2020	125515	Service Tech LLC	FD - Service marathon 7.5 hp motor, 208-230 v	88128	1,469.64
Total 125515:					1,469.64
02/27/2020	125516	Stoney Ridge/Trina Homes LLC	Refund of Utility Pymnt for Acct #4531-14	02/25/2020	177.04
Total 125516:					177.04
02/27/2020	125517	Strand Associates Inc	Prof. Svcs. 11/1/19-1/31/20 Wtr	0157272	986.50
Total 125517:					986.50
02/27/2020	125518	TAPCO	Sign shop materials - DPW	1658086	1,140.15
Total 125518:					1,140.15
02/27/2020	125519	Town & Country Engineering Inc	2020 Utility Improvements	21212	2,187.50
Total 125519:					2,187.50
02/27/2020	125520	Two Rivers Historical Society	Jan 2020 Monthly Support Pymt	02/26/2020	250.00
02/27/2020	125520	Two Rivers Historical Society	Feb 2020 Monthly Support Pymt	02/27/2020	250.00
Total 125520:					500.00
02/27/2020	125521	WASC	Spring Training Registration March 30-31, 2020	FEBRUARY 13, 2020	40.00
Total 125521:					40.00
02/27/2020	125522	Wisc Dept of Transportation	STH 42 - Lincoln Ave - Lighting	395-0000153461	98.86

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)

CITY OF TWO RIVERS

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Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount
02/27/2020	125522	Wisc Dept of Transportation	STH 310 - Hawthorne Ave Resurface Project	395-0000154264	13.04
02/27/2020	125522	Wisc Dept of Transportation	STH 310 - 14rh Street - Sewer & Water Reconst	395-0000154265	165.86
Total 125522:					277.76
02/27/2020	125523	Wisconsin County Highway Association	Flagger Safety - Christensen, Schmidt, Brey &	02/26/2020	380.00
Total 125523:					380.00
02/27/2020	125524	Wisconsin Public Service	114 Davis Street	02/11/2020	25.78
02/27/2020	125524	Wisconsin Public Service	1145 Harbor Street	02/13/2020	15.65
Total 125524:					41.43
02/27/2020	125525	Wisconsin Public Service Corp	3801 Mishicot Rd.	02/13 /2020	175.63
02/27/2020	125525	Wisconsin Public Service Corp	WARM BLDG	0401271669-12; 2/20	15.65
02/27/2020	125525	Wisconsin Public Service Corp	CITY HALL	0401271669-24;2/20	938.81
02/27/2020	125525	Wisconsin Public Service Corp	FIRE DEPT	0401271669-3;2/20	659.40
Total 125525:					1,789.49
Grand Totals:					4,618,518.41

Attachment: Summary of Bills Feb 2020 (2556 : Summary of Verified Bills)



# City of Two Rivers

City Council Meeting

March 16, 2020

Justin A. Fischer, Director

jfischer@rwbaird.com  
777 East Wisconsin Avenue  
Milwaukee, WI 53202  
Phone 414.765.3827  
Fax 414.298.7354



# City of Two Rivers

City Council Meeting  
March 16, 2020



## Timeline

- City Council considers plan of finance and adopts Initial Resolutions ..... March 16, 2020
  - Preparations are made for issuance
    - ✓ Official Statement
    - ✓ Discussions with Bond Insurance Companies
    - ✓ Marketing
- City Council considers Award Resolutions (finalizes terms and interest rates).....April 20, 2020
- Closing (funds available) / Payoff of State Trust Fund Loans .....May 21, 2020

## Borrowing/Structure/Purpose

<b>Estimated Size:</b>	<b>\$2,085,000</b>	<b>\$6,295,000</b>
<b>Issue:</b>	Taxable General Obligation Refunding Bonds	General Obligation Promissory Notes
<b>Purpose:</b>	<ul style="list-style-type: none"> <li>• Current Refunding of 2 outstanding State Trust Fund Loans issued to refinance WRS (Levy, Sewer and Water Supported)</li> </ul>	<ul style="list-style-type: none"> <li>• 2020 Capital Improvement Projects (\$1,330,000 Levy Supported)</li> <li>• Current Refunding of 7 outstanding State Trust Fund Loans (Levy, TID and Water Supported)</li> </ul>
<b>Structure:</b>	Matures April 1, 2021-2030	Matures April 1, 2021-2030
<b>First Interest:</b>	April 1, 2021	April 1, 2021
<b>Callable:</b>	TBD	TBD
<b>Estimated Interest Rate:</b>	2.80%	2.01%
<b>Estimated Savings:</b>	\$29,907	\$175,801
<b>Detailed Analysis:</b>	Page 3	Page 4-6

Attachment: Baird Report (2542 : General Obligation Refunding Bonds)

# City of Two Rivers

City Council Meeting  
March 16, 2020

BAIRD

## Illustration of Hypothetical Refinancing of State Trust Fund Loans - Taxable

BEFORE REFINANCING							AFTER REFINANCING										POTENTIAL DEBT SERVICE SAVINGS
Calendar Year	\$1,120,000 State Trust Fund Loan Dated August 4, 2015			\$1,200,000 State Trust Fund Loan Dated January 8, 2020			TOTAL DEBT SERVICE	\$1,120,000 State Trust Fund Loan Dated August 4, 2015		\$1,200,000 State Trust Fund Loan Dated January 8, 2020		\$2,085,000 Taxable G.O. Refunding Bonds (CR) Dated May 21, 2020 <sup>1</sup>			TOTAL NEW DEBT SERVICE		
	PRINCIPAL (3/15)	RATE	INTEREST (3/15)	PRINCIPAL (3/15)	RATE	INTEREST (3/15)		PRINCIPAL (3/15)	INTEREST (3/15)	PRINCIPAL (3/15)	INTEREST (3/15)	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 2.80%	TOTAL			
2020	\$65,024	3.750%	\$32,587				\$97,611	\$65,024							\$97,611	\$0	
2021	\$67,552	3.750%	\$30,059	\$110,676	3.250%	\$46,159	\$254,446	***	\$32,587	***		\$185,000	\$65,868	\$250,868	\$250,868	\$3,578	
2022	\$70,085	3.750%	\$27,526	\$121,432	3.250%	\$35,403	\$254,446	***		***		\$205,000	\$43,731	\$248,731	\$248,731	\$5,715	
2023	\$72,713	3.750%	\$24,898	\$125,378	3.250%	\$31,456	\$254,446	***		***		\$215,000	\$39,163	\$254,163	\$254,163	\$283	
2024	\$75,379	3.750%	\$22,232	\$129,378	3.250%	\$27,457	\$254,446	***		***		\$215,000	\$34,379	\$249,379	\$249,379	\$5,067	
2025	\$78,266	3.750%	\$19,345	\$133,658	3.250%	\$23,177	\$254,446	***		***		\$225,000	\$29,373	\$254,373	\$254,373	\$73	
2026	\$81,201	3.750%	\$16,410	\$138,002	3.250%	\$18,833	\$254,446	***		***		\$230,000	\$24,025	\$254,025	\$254,025	\$421	
2027	\$84,246	3.750%	\$13,365	\$142,487	3.250%	\$14,348	\$254,446	***		***		\$230,000	\$18,390	\$248,390	\$248,390	\$6,056	
2028	\$87,378	3.750%	\$10,233	\$147,091	3.250%	\$9,744	\$254,446	***		***		\$240,000	\$12,395	\$252,395	\$252,395	\$2,051	
2029	\$90,682	3.750%	\$6,929	\$151,898	3.250%	\$4,937	\$254,446	***		***		\$245,000	\$5,968	\$250,968	\$250,968	\$3,478	
2030	\$94,083	3.750%	\$3,528				\$97,611	***		***		\$95,000	\$1,330	\$96,330	\$96,330	\$1,281	
	\$866,609		\$207,112	\$1,200,000		\$211,514	\$2,485,234		\$65,024	\$32,587	\$0	\$0	\$2,085,000	\$274,621	\$2,359,621	\$2,457,232	\$28,002

Maturities callable 1/1 - 8/31 each year. Maturities callable 1/1 - 8/31 each year.

\*\*\* REFINANCED WITH 2020 ISSUE.

CALLABLE MATURITIES

(1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates +10bps for municipal bonds as of 2/26/20. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.

(2) Present value calculated using the All Inclusive Cost (AIC) of 3.11% as the discount rate.

Interest Rate Sensitivity		
Change in Rates	Est. PV % Savings	Est. PV \$ Savings
-0.30%	3.019%	\$60,422
-0.20%	2.509%	\$50,228
-0.10%	2.013%	\$40,288
+0.10%	1.028%	\$20,568
+0.20%	0.537%	\$10,739
+0.30%	0.054%	\$1,082

ROUNDING AMOUNT..... \$1,905  
POTENTIAL GROSS SAVINGS..... \$29,907

(2) POTENTIAL PRESENT VALUE SAVINGS \$..... \$30,466  
POTENTIAL PRESENT VALUE SAVINGS %..... 1.522%

# City of Two Rivers

City Council Meeting  
March 16, 2020



## Illustration of Hypothetical Refinancing of State Trust Fund Loans – Tax-Exempt

BEFORE REFINANCING								
	<b>\$1,420,000</b> <i>State Trust Fund Loan Dated May 10, 2016</i>	<b>\$1,941,374</b> <i>State Trust Fund Loan Dated May 16, 2016</i>	<b>\$367,000</b> <i>State Trust Fund Loan Dated May 16, 2016</i>	<b>\$1,772,340</b> <i>State Trust Fund Loan Dated March 1, 2017</i>	<b>\$1,300,000</b> <i>State Trust Fund Loan Dated March 1, 2017</i>	<b>\$1,000,000</b> <i>State Trust Fund Loan Dated April 6, 2018</i>	<b>\$520,750</b> <i>State Trust Fund Loan Dated June 5, 2018</i>	<b>TOTAL DEBT SERVICE</b>
<i>Calendar Year</i>	TOTAL (3/15)	TOTAL (3/15)	TOTAL (3/15)	TOTAL (3/15)	TOTAL (3/15)	TOTAL (3/15)	TOTAL (3/15)	
2020	\$165,736	\$287,803	\$47,048	\$233,292	\$167,026	\$121,513	\$48,086	\$1,070,503
2021	\$165,736	\$289,072	\$47,147	\$233,292	\$167,375	\$121,513	\$50,640	\$1,074,775
2022	\$165,736	\$290,370	\$47,249	\$233,292	\$172,650	\$121,513	\$50,640	\$1,081,449
2023	\$165,736	\$291,712	\$47,354	\$233,292	\$172,575	\$121,513	\$5,640	\$1,037,822
2024	\$165,736	\$188,336	\$47,462	\$233,292	\$177,372	\$121,513		\$933,711
2025	\$165,736		\$47,574	\$233,292	\$176,725	\$121,513		\$744,840
2026	\$165,736			\$233,292	\$175,950	\$121,513		\$696,491
2027						\$121,513		\$121,513
2028						\$121,513		\$121,513
	\$1,160,151	\$1,347,292	\$283,834	\$1,633,043	\$1,209,674	\$1,093,619	\$155,005	\$6,882,618
	Rate: 3.00%	Rate: 3.00%	Rate: 3.00%	Rate: 3.50%	Rate: 3.50%	Rate: 3.75%	Rate: 3.75%	
Maturities callable 1/1 - 8/31 each year.								
CALLABLE MATURITIES								
REFINANCED WITH 2019 BONDS (IN WHOLE AND IN PART)								

Attachment: Baird Report (2542 : General Obligation Refunding Bonds)

# City of Two Rivers

City Council Meeting  
March 16, 2020

BAIRD

## Illustration of Hypothetical Refinancing of State Trust Fund Loans – Tax-Exempt

AFTER REFINANCING											
	\$1,420,000 State Trust Fund Loan Dated May 10, 2016	\$1,941,374 State Trust Fund Loan Dated May 16, 2016	\$367,000 State Trust Fund Loan Dated May 16, 2016	\$1,772,340 State Trust Fund Loan Dated March 1, 2017	\$1,300,000 State Trust Fund Loan Dated March 1, 2017	\$1,000,000 State Trust Fund Loan Dated April 6, 2018	\$520,750 State Trust Fund Loan Dated June 5, 2018	\$4,965,000 ( ) G.O. Promissory Notes (CR) Dated May 21, 2020 <sup>1</sup>		TOTAL NEW DEBT SERVICE	POTENTIAL DEBT SERVICE SAVINGS
Calendar Year	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 2.00%		
2020	\$165,736	\$287,803	\$47,048	\$233,292	\$167,026	\$121,513	\$48,086			\$1,070,503	\$0
2021	***	***	***	***	***	***	***	\$795,000	\$254,417	\$1,049,417	\$25,358
2022	***	***	***	***	***	***	***	\$910,000	\$148,600	\$1,058,600	\$22,849
2023	***	***	***	***	***	***	***	\$900,000	\$112,400	\$1,012,400	\$25,422
2024	***	***	***	***	***	***	***	\$830,000	\$77,800	\$907,800	\$25,911
2025	***	***	***	***	***	***	***	\$665,000	\$47,900	\$712,900	\$31,940
2026	***			***	***	***	***	\$650,000	\$21,600	\$671,600	\$24,891
2027						***		\$105,000	\$6,500	\$111,500	\$10,013
2028						***		\$110,000	\$2,200	\$112,200	\$9,313
	\$165,736	\$287,803	\$47,048	\$233,292	\$167,026	\$121,513	\$48,086	\$4,965,000	\$671,417	\$6,706,920	\$175,698

\*\*\* REFINANCED WITH 2020 ISSUE.

\*\*\* REFINANCED WITH 2019 BONDS (IN WHOLE AND IN PART)

(1) This illustration represents a mathematical calculation of potential interest cost savings (cost), assuming hypothetical rates based on current rates +10bps for municipal bonds as of 2/25/20. Actual rates may vary. If actual rates are higher than those assumed, the interest cost savings would be lower. This illustration provides information and is not intended to be a recommendation, proposal or suggestion for a refinancing or otherwise to be considered as advice.

(2) Present value calculated using the All Inclusive Cost (AIC) of 2.32% as the discount rate.

Interest Rate Sensitivity		
Change in Rates	Est. PV % Savings	Est. PV \$ Savings
-0.30%	4.232%	\$220,022
-0.20%	3.906%	\$203,043
-0.10%	3.580%	\$186,109
+0.10%	2.932%	\$152,414
+0.20%	2.609%	\$135,630
+0.30%	2.284%	\$118,765

ROUNDING AMOUNT..... \$103  
POTENTIAL GROSS SAVINGS..... \$175,801

(2) POTENTIAL PRESENT VALUE SAVINGS \$..... \$169,217  
POTENTIAL PRESENT VALUE SAVINGS %..... 3.255%

# City of Two Rivers

City Council Meeting

March 16, 2020

BAIRD

## Illustration of Hypothetical 2020 CIP

2020 CIP									
CITY SUPPORTED									
\$1,330,000									
G.O. PROMISSORY NOTES									
Dated May 21, 2020									
(First interest 4/1/21)									
LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE (City Supported) (A)	PRINCIPAL (4/1)	INTEREST (4/1 & 10/1) TIC= 2.01%	TOTAL (B)	FUTURE ISSUES (City Supported) (C) (D)	COMBINED DEBT SERVICE (City Supported)	YEAR DUE	
		Actual Levy					Actual Levy		
2019	2020	\$2,305,271				\$0	\$2,305,271	2020	
2020	2021	\$2,142,666	\$175,000	\$62,265	\$175,000	\$0	\$2,317,666	2021	
2021	2022	\$2,142,057	\$50,000	\$40,318	\$68,607	\$105,000	\$2,315,664	2022	
2022	2023	\$1,897,212	\$120,000	\$36,918	\$156,918	\$263,200	\$2,317,329	2023	
2023	2024	\$1,691,157	\$125,000	\$32,018	\$157,018	\$466,800	\$2,314,975	2024	
2024	2025	\$1,561,679	\$125,000	\$27,018	\$152,018	\$601,100	\$2,314,797	2025	
2025	2026	\$1,512,726	\$135,000	\$21,818	\$156,818	\$649,100	\$2,318,644	2026	
2026	2027	\$982,323	\$140,000	\$16,318	\$156,318	\$1,177,700	\$2,316,340	2027	
2027	2028	\$982,976	\$145,000	\$10,618	\$155,618	\$1,177,500	\$2,316,094	2028	
2028	2029	\$747,981	\$150,000	\$5,880	\$155,880	\$1,414,100	\$2,317,961	2029	
2029	2030	\$303,180	\$165,000	\$2,021	\$167,021	\$1,848,500	\$2,318,701	2030	
2030	2031	\$211,300				\$2,104,800	\$2,316,100	2031	
2031	2032	\$210,525				\$2,106,300	\$2,316,825	2032	
2032	2033	\$214,525				\$2,103,100	\$2,317,625	2033	
2033	2034	\$218,225				\$2,100,300	\$2,318,525	2034	
		\$17,123,804	\$1,330,000	\$255,189	\$1,501,213	\$16,117,500	\$34,742,517		

(A) Net of hypothetical refunding, Water, Sewer & TIF supported debt service.

(B) Assumes hypothetical bid premium on estimated debt service in the amount of \$83,976.

(C) Assumes annual \$1.750 million borrowings amortized over a maximum of 10 years at an average interest rate of 4.00%.

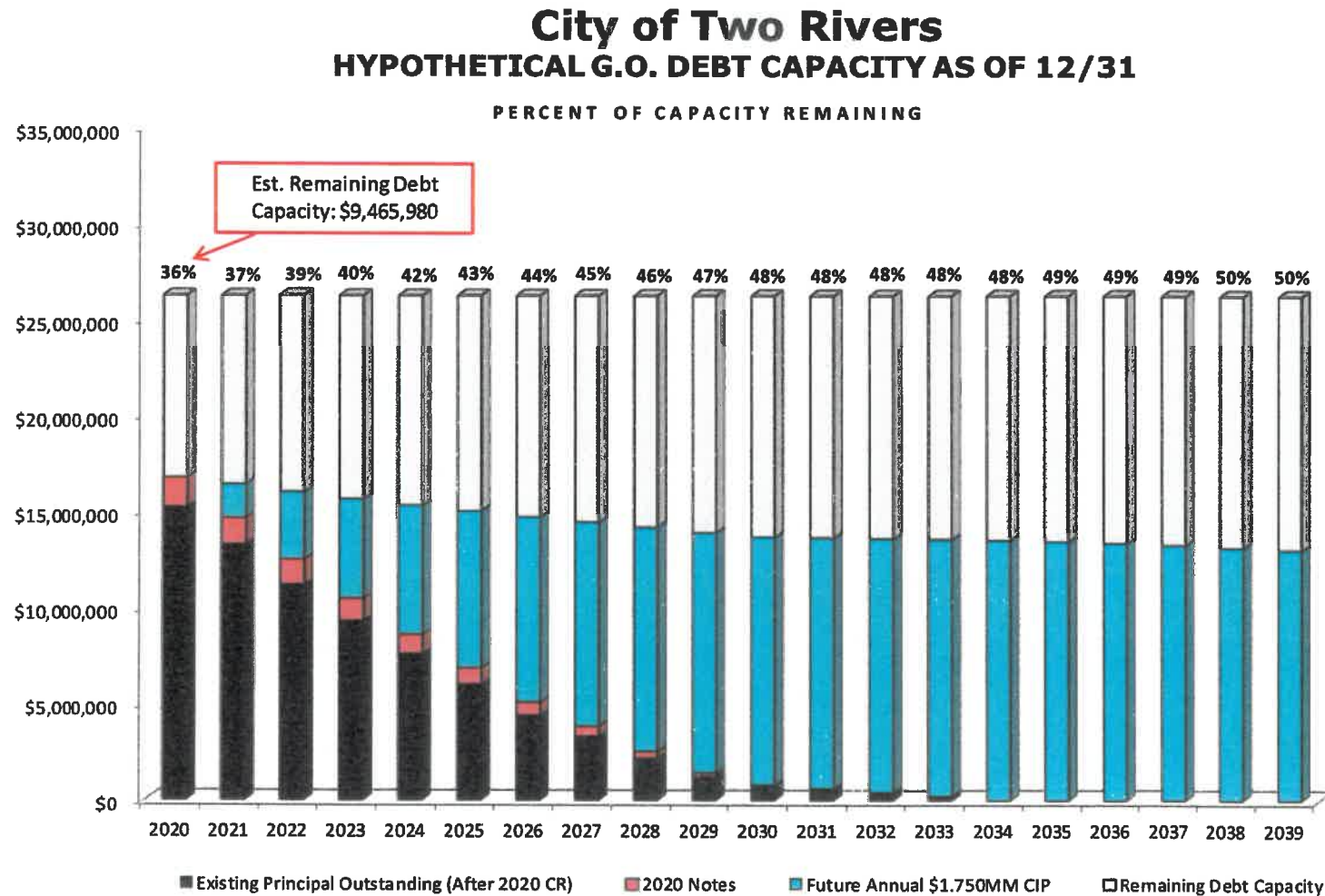
(D) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as advice.

# City of Two Rivers

City Council Meeting

March 16, 2020

## General Obligation Debt Capacity (5% of Equalized Value TID-IN)



Note: Future capacity based on 2019 Equalized Valuation estimate (TID-IN) of \$525,096,800 with annual growth of 0.00%.



			02.19.2020
G.O. Borrowing for 2020 Capital Projects			Rev. 03.12.2020
<b>Parks and Recreation</b>			
Resurface Community House Parking Lot	\$	40,000	
Playgrounds	\$	10,000	
Athletic Fields	\$	15,000	
Fitness Center Equipment Replacement	\$	20,000	
Central Park Fountains Rehabilitation--new pumps and lighting	\$	20,000	
Large Rounds Mowers	\$	37,000	
1-Ton Dump Truck Replacement	\$	50,000	
Articulating Tractor for Trail Maintenance	\$	75,000	
<b>Total, Parks and Recreation</b>	\$	<b>267,000</b>	
Use fund balance	\$	(40,000)	
<b>Adjusted Total, Parks and Recreation</b>	\$	<b>227,000</b>	
<b>Public Works</b>			
Replacement Survey Equipment	\$	25,000	
New Air Mapping/GIS	\$	25,000	
Annual Tool Cat Trade	\$	25,000	
Replacement Truck Lift for Shop	\$	60,000	
Replacement Battery Tester	\$	3,500	
TIG Welder	\$	4,000	
2 Replacement 5-Yard Dump Trucks w/Leaf Boxes and salt spreaders	\$	300,000	
Chipper--net add (only one chipper now, owned by Electric Util.)	\$	38,000	
<b>Subtotal, PW Equipment</b>	\$	<b>480,500</b>	
Sidewalk replacement	\$	15,000	
Curb, gutter and ramps replacement	\$	30,000	
Concrete Flatwork and Tarring	\$	120,000	
2020 Streets (utilities funded by utility debt, to be pd. fr. TID 8) --24th, 25th, Madison	\$	365,000	→ \$180,000 24th Street Deferred to 2021
Added funding for Sandy Bay Paving	\$	30,000	
<b>Subtotal, PW Streets</b>	\$	<b>560,000</b>	
<b>Total, Public Works</b>	\$	<b>1,040,500</b>	
Use fund balance in PW Equipment Fund	\$	(40,000)	
<b>Adjusted Total, Public Works</b>	\$	<b>1,000,500</b>	
<b>Trails</b>			
\$20,000 DNR grant, \$40,000 storm water fund, \$41,000 G.O.			
Mariners Trail Pavement Rehab--Match for \$67,000 grant	\$	60,000	
Phase 1 Implementation of East River Gateway Plan	\$	100,000	
<b>Total, Trails</b>	\$	<b>160,000</b>	
<b>Police</b>			
Replacement of Marked Squad	\$	40,000	→ 3-yr. lease-purchase
Complete City Hall Security System Upgrade	\$	26,000	
New communications link, squads to station, dispatch and state	\$	10,000	
Evidence Drying Cabinet	\$	5,000	
<b>Total, Police</b>	\$	<b>81,000</b>	

<b>Fire/EMS</b>			
Replacement turnout gear	\$	7,000	
Replacement Hose and two nozzles	\$	4,000	
Strainer and Hard Suction Mount	\$	1,500	
Replacement Ventilation Fan	\$	3,000	
<b>Replacement Air Tanks (40) for SCBA --Added</b>	\$	<b>40,000</b>	
Powerlift Cot for Ambulance	\$	24,000	
Replacement Defibrillator and Suction Unit	\$	7,000	
<b>Total, Fire and EMS</b>	\$	<b>86,500</b>	
<b>City Hall/General Government</b>			
No borrowing proposed; have \$23,000 carryover for Comp Plan, \$26,000 for City Hall projects	\$	-	
<b>Economic Development, TID 8 Developer Grant --Added</b>	\$	<b>250,000</b>	
<b>GRAND TOTAL</b>	\$	<b>1,805,000</b>	
<b>Less: Borrow for TID 8 Grant through State Trust Fund</b>	\$	<b>(250,000)</b>	
<b>Adjusted</b>	\$	<del>1,555,000</del>	<b>#1,330,000</b>

*[Signature]*  
03.12.2020

Attachment: Baird Report (2542 : General Obligation Refunding Bonds)

Resolution No. \_\_\_\_\_

**RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY  
\$6,520,000 GENERAL OBLIGATION PROMISSORY NOTES**

WHEREAS, the City of Two Rivers, Manitowoc County, Wisconsin (the "City") is presently in need of approximately \$6,520,000 for public purposes, including paying the cost of street improvement projects, park and recreation projects, acquisition of municipal equipment and vehicles and other 2020 capital improvement program projects and refunding obligations of the City, including interest on them, specifically, State Trust Fund Loans, dated May 10, 2016, May 16, 2016, March 1, 2017, April 6, 2018 and June 5, 2018; and

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of the Notes. The City shall issue its General Obligation Promissory Notes in the amount of approximately \$6,520,000 (the "Notes") for the purposes above specified.

Section 2. Sale of the Notes. The City Council hereby authorizes and directs the officers of the City to take all actions necessary to negotiate the sale of the Notes with Robert W. Baird & Co. Incorporated ("Baird"). At a subsequent meeting, the City Council shall take further action to approve the details of the Notes and authorize the sale of the Notes.

Section 3. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Passed and approved this 16th day of March, 2020.

\_\_\_\_\_  
Gregory E. Buckley, City Manager

Attest:

\_\_\_\_\_  
Kim M. Graves, City Clerk

Attachment: TR 2\_Resolution\_GOPN \$6,520,000 (2542 : General Obligation Refunding Bonds)

Resolution No. \_\_\_\_\_

**RESOLUTION PROVIDING FOR THE SALE OF  
APPROXIMATELY \$2,085,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS**

WHEREAS the City of Two Rivers, Manitowoc County, Wisconsin (the "City") is presently in need of approximately \$2,085,000 for the public purpose of refunding obligations of the City, including interest on them, specifically State Trust Fund Loans, dated August 4, 2015 and January 8, 2020;

WHEREAS it is desirable to borrow the funds needed for such purpose through the issuance of general obligation refunding bonds pursuant to Section 67.04, Wis. Stats.; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such bonds on a taxable rather than tax-exempt basis.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of the Bonds. The City shall issue its Taxable General Obligation Refunding Bonds in the amount of approximately \$2,085,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of the Bonds. The City Council hereby authorizes and directs the officers of the City to take all actions necessary to negotiate the sale of the Bonds with Robert W. Baird & Co. Incorporated ("Baird"). At a subsequent meeting, the City Council shall take further action to approve the details of the Bonds and authorize the sale of the Bonds.

Section 3. Official Statement. The City Clerk (in consultation with Baird) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Passed and approved this 16th day of March, 2020.

\_\_\_\_\_  
Gregory E. Buckley, City Manager

Attest:

\_\_\_\_\_  
Kim M. Graves, City Clerk

Attachment: TR 3\_Resolution\_TAX GORB \$2,085,000 (2543 : General Obligation Refunding Bonds)

**--MEMORANDUM--**

**TO:** City Council

**DATE:** March 13, 2020

**FROM:** Gregory E. Buckley  
City Manager



**SUBJECT:** Proposed Borrowings from State Trust Fund Loan Program

At the personnel and Finance Committee meeting on Wednesday of this week, we discussed additional 2022 City borrowing, from the State Trust Fund Loan Program, for which City Council approval will be requested in the near future.

Staff has submitted requests for application packages for three separate borrowings, but those will not be received in time for action on Monday night. Nonetheless, we want to address those borrowings at Monday's meeting, when City Council will be considering authorizing borrowings with market issues to be offered through Robert W. Baird, so "everything is on the table" with regard to borrowing plans for this year. I am also asking that City Council take action to indicate its general concurrence with pursuing such borrowing. I expect that the formal resolutions authorizing such borrowing will be presented for action at the special meeting on March 30.

The proposed Trust Fund borrowings in question are:

1. A **\$250,000, 20-year loan** at 3.25 percent to fund the planned \$250,000 TID 13 grant to TR Holdings, LLC. This loan will be repaid with revenue from TID 13. It will be considered a general obligation borrowing of the City.
2. A **\$550,000, 3-year loan** at 2.5 percent to help the Sewer and Water Funds cover the costs of funds advanced by those utilities for "private side" sewer and water lateral replacements, which are ultimately paid by the property owners benefitting from such replacements. It has been the City's practice in recent years to bill the property owners for their costs on these installations (full cost for the private side sewer lateral; net cost after grant for the private side water lateral), after installation is complete, with payment due on October 1 of the following year.

As the result of this practice, the two utilities (mostly the sewer utility) see a negative cash impact from "floating such costs." As of February, the two utilities were carrying \$289,657 in such charges (\$203,801.50 sewer, \$85,855.50 water) from 2019 (payments from property owners due October 2020). We expect to incur another \$225,000 to \$250,000 in such costs during the current year, from projects on 25<sup>th</sup> and Madison Streets (payments due in October 2021).

Attachment: State Trust Fund (2561 : State Trust Fund Loan Program)

To mitigate the impact of this “float” period, the above short-term borrowing is recommended. It will be repaid from the special charges billed to the property owners, and will be considered a general obligation borrowing.

3. A **\$1,073,000, 15-year loan**, interest rate to be determined, to fund projects of the City’s Storm Water Utility for 2020-21. Those projects include:

	2020	2021
<b>Storm Water in Conjunction with Street Projects</b>		
25th and Madison Streets	\$303,000	
24th Street		\$370,000
<b>Shoreline Erosion Control and Repair (Estimated)</b>	\$250,000	\$150,000
<b>Total</b>	<b>\$553,000</b>	<b>\$520,000</b>

This borrowing is proposed as a utility revenue obligation—not general obligation debt. The State Trust Fund will determine a rate following its review of financials and future capital projects and borrowing planned for the Storm Water Utility. Financial information that was submitted to the Trust Fund along with the City’s request for a loan application is attached.



	A	B	C	D	E	F	
1	City of Two Rivers						
2	Storm Water Utility 3/10/2020						
3		2020	2021	2022	2023	2024	2025
4							
5	Storm Water Utility 5-Year Capital Plan						
6							
7	Storm Water Pond Construction						
8	Riverview Pond	\$ 650,000					
9	Eggers Pond		\$ 500,000				
10	Paddlers Park Pond				\$ 200,000		
11							
12							
13	Storm Water Infrastructure Repl. In Conjunction w/Street Work						
14	25th, Madison Streets	\$ 303,000					
15	24th Street		\$ 370,000				
16	17th Street			\$ 240,000			
17	Roosevelt: Lakefront Way to 12th				\$ 300,000		
18	Roosevelt: Lowell to Lakefront Way					\$ 260,000	
19							
20	Annual Replacements--Mains	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
21	Annual Replacements--Inlets	\$ 15,000	\$ 15,000	\$ 25,000	\$ 25,000	\$ 25,000	
22							
23	Shoreline Protection & Repair	\$ 250,000	\$ 150,000	\$ 25,000	\$ 25,000	\$ 25,000	
24							
25	Totals	\$ 1,268,000	\$ 1,085,000	\$ 340,000	\$ 600,000	\$ 360,000	
26							
27							
28							
29	Sources of Funding for Capital Projects						
30	Grants (UNPN; DNR Principal Forgiveness)	\$ 279,000	\$ 170,000	\$ -	\$ -	\$ -	
31	Borrowing (assume DNR CWF)	\$ 411,000	\$ 330,000	\$ -	\$ 200,000	\$ -	
32	Trust Fund Loan (2020 borrowing, for 2020 and 2021 projects)	\$ 553,000	\$ 520,000	\$ -	\$ -	\$ -	
33	Other Borrowing	\$ -	\$ -	\$ 240,000	\$ 300,000	\$ 260,000	
34	Utility Cash	\$ 25,000	\$ 65,000	\$ 100,000	\$ 100,000	\$ 100,000	
35							
36	Total Sources	\$ 1,268,000	\$ 1,085,000	\$ 340,000	\$ 600,000	\$ 360,000	
37							
38							
39	Five-Year Projected Debt Service						
40							
41	Existing Utility Debt Service (2 CWF Loans, G.O. each payable through 2029)	\$ 96,148	\$ 96,112	\$ 96,076	\$ 96,038	\$ 96,000	\$ 97,000
42	Added Debt Service 2020 Trust Fund Loan; \$1,073,000; 15 yr. (assumes 5% interest)	\$ -	\$ 103,500	\$ 103,500	\$ 103,500	\$ 103,500	\$ 103,500
43	2020 CWF Loan; \$411,000; 20 yr. (estimate; assume 2% interest)		\$ 25,200	\$ 25,200	\$ 25,200	\$ 25,200	\$ 25,200
44	2021 CWF Loan; \$330,000; 20 yr. (estimate; assume 3% interest)			\$ 22,200	\$ 22,200	\$ 22,200	\$ 22,200
45	2022 Borrowing; \$240,000; 20 yr. (estimate; assume 5% interest)				\$ 19,300	\$ 19,300	\$ 19,300
46	2023 Borrowing; \$500,000; 20 yr. (estimate; assume 5% interest)					\$ 40,200	\$ 40,200
47	2024 Borrowing; \$260,000; 20 yr. (estimate; assume 5% interest)						\$ 21,000
48	Total Annual Debt Service	\$ 96,148	\$ 224,812	\$ 246,976	\$ 266,238	\$ 300,000	

	A	B	C	D	E	F	
49							
50							
51							
52	<b>Five-Year Fund Balance Projection</b>						
53							
54	Net User Fees Revenues (Assumes 2% Annual Rate Incr.)	\$ 614,825	\$ 627,122	\$ 639,664	\$ 652,457	\$ 665,506	
55	Less: Annual Operating Budget (Assume 3% Annual Incr.)	\$ 275,445	\$ 283,708	\$ 292,220	\$ 300,986	\$ 310,016	
56	Capital Outlay from Utility Cash (from above)	\$ 25,000	\$ 65,000	\$ 100,000	\$ 100,000	\$ 100,000	
57	Debt Service (from above)	\$ 96,148	\$ 224,812	\$ 246,976	\$ 266,238	\$ 306,400	
58							
59	Annual Increase (Decrease) in Fund Balance	\$ 218,232	\$ 53,601	\$ 468	\$ (14,767)	\$ (50,909)	
60							
61	<b>Year-End Fund Balance (2019 year-end projected at \$363,000)</b>	<b>\$ 581,232</b>	<b>\$ 634,833</b>	<b>\$ 635,301</b>	<b>\$ 620,534</b>	<b>\$ 569,625</b>	
62							
63							
64							
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TAX INCREMENTAL FINANCING  
CASH GRANT AND DEVELOPER'S PERFORMANCE AGREEMENT

RE: CULVER'S RESTAURANT DEVELOPMENT BY TR HOLDINGS LLC  
ON THE SOUTHWEST CORNER OF WASHINGTON AND 22nd STREETS, CITY OF TWO  
RIVERS, WISCONSIN

This TAX INCREMENTAL FINANCING CASH GRANT AND DEVELOPER'S PERFORMANCE AGREEMENT (this "**Agreement**") is entered into as of the [16th] day of March, 2020 (the "**Effective Date**"), by and between THE CITY OF TWO RIVERS, WISCONSIN, a Wisconsin municipal corporation (the "**City**"), having offices located at 1717 East Park Street, Two Rivers, Wisconsin 54241, and TR HOLDINGS LLC, a Wisconsin limited liability company, having offices at 11470 Industrial Dr., Galena, IL 61036-8123 ("**Developer**").

WITNESSETH:

**WHEREAS**, Developer has entered into agreements to purchase seven parcels of real property located on the Southwest corner of Washington and 22nd Streets in the City of Two Rivers, Wisconsin, which are more particularly described on **Exhibit A** attached hereto (the "**Development Site**"); and

**WHEREAS**, on February 3, 2020, the City Council of the City adopted the "Project Plan for Tax Incremental District No. 13, Northern Downtown Business District" (as amended from time to time, the "**Project Plan**") for the Tax Incremental District No. 13 in the City ("**TID 13**"), to assist the development of the Development Site as well as other potential redevelopment projects in TID 13 whose boundaries include the Development Site and generally encompass the north end of the City's central business district, as well as public infrastructure investment in and around TID 13; and

**WHEREAS**, The Project Plan was approved by subsequent action of the City's Joint Review Board; and

**WHEREAS**, Developer has proposed to construct the "**Project**" described herein on the Development Site and has represented, and hereby affirms, that the Project is contingent upon certain "**City Assistance**" described herein; and

**WHEREAS**, such City Assistance for the Project is consistent with the Project Plan; and

**WHEREAS**, Section 66.1105 Wis. Stats., authorizes the City to incur project costs in the discretion of its City Council, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans; and

**WHEREAS**, the City believes that the Project, more fully described in this Agreement, will promote the revitalization and economic stability of the City.

**NOW, THEREFORE**, the parties hereto agree as follows:

## 1. PRELIMINARY MATTERS

**A. Recitals.** The above recitals are hereby incorporated by reference.

**B. Certain Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms as used herein shall have the following meanings:

- (1) **"Annual Cost of Funds Payment"** means \$[19,798.68]. Such amount is the City's good faith estimate of its cost of funds for providing the Developer Grant, assuming a 20-year borrowing at 5.0% annual interest.
- (2) **"Available Tax Increment"** means, for any given Revenue Year, an amount equal to: (a) the Tax Increment; minus (b) any past-due Shortfall Payment amounts (or unpaid interest owed on any Shortfall Payment) as of January 1 of such Revenue Year. In the event of a negative number, the Available Tax Increment for such Revenue Year shall be \$0.
- (3) **"Base Value"** means the real property taxes payable for Tax Year 2020 based on the assessed value of the Development Site as of January 1, 2020.
- (4) **"City Assistance"** means the Developer Grant and the TIF Grant, all as more particularly described herein.
- (5) **"Development Site"** is defined in the Recitals above.
- (6) **"Developer Grant"** means a developer grant from TID 13, in the amount of \$250,000, as described herein.
- (7) **"Guaranteed Revenue"** means, for Revenue Year 2022 through Revenue Year 2041, annual receipt by the City of net property taxes attributable to the Development Site equal to the sum of (i) the Base Value PLUS (ii) the Annual Cost of Funds Payment. The parties agree that the Guaranteed Revenue bears a rational relationship between the City's estimated costs in connection with this Agreement. The Annual Cost of Funds Payment portion of the Guaranteed Revenue is only applicable until the City has been reimbursed in full for the Developer Grant, taking into account the City's borrowing cost.
- (8) **"Memorandum"** means a short form memorandum of this Agreement recorded in the real estate records. The parties agree that the form of memorandum attached hereto as Exhibit D is acceptable to both parties.
- (9) **"Minimum Construction Value"** means \$3,000,000.00.
- (10) **"Mortgage"** means a mortgage of the Development Site by Developer to secure the obligations of Developer under this Agreement, including, but not limited to, the Shortfall Payment and Clawback Payment in the form attached hereto as Exhibit E.
- (11) **"Private Financing"** shall mean funding available to Developer for purposes of constructing the Project, from equity investors, conventional loan financing through a financial institution licensed to do business in the State of Wisconsin and any other non-City

sourced construction financing, as well as permanent phase financing to take-out any sources of financing limited to the construction-phase of the Project.

(12) **"Project"** means the construction of the Restaurant on the Development Site, along with related site improvements, including parking facilities and landscaped areas, on the Development Site, substantially consistent with the preliminary site plan attached hereto as **Exhibit B**.

(13) **"Project Commencement Deadline"** means July 1, 2020.

(14) **"Project Completion"** means the date on which the Project has been substantially completed in accordance with the plans and specifications previously approved by the City, except for minor punchlist items. Substantial completion shall include certification by the Project architect of substantial completion and full authorization for occupancy of the Restaurant by the City's building inspector.

(15) **"Project Completion Deadline"** means December 31, 2020.

(16) **"Project Cost Breakdown"** means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the applicable phase of the Project in accordance with the Project plans. The Project Cost Breakdown shall also include Developer's proposed source(s) of funds.

(17) **"Restaurant"** means a Culver's restaurant.

(18) **"Revenue Year"** means any calendar year in which the City is reasonably expected to receive the revenue for such calendar year by reason of the actual payment of real estate taxes. By way of example, 2022 is the Revenue Year for the 2021 Tax Year based on the real estate valuation as of January 1, 2021.

(19) **"Shortfall Payment"** means a payment, if any, to be made by Developer to the City, in the amount of the shortfall of the actual net property taxes received by the City as compared with the Guaranteed Revenue amount for any Revenue Year. The Shortfall Payment is only applicable in Revenue Years 2022 through 2041.

(20) **"Shortfall Payment Deadline"** means June 1 of each Revenue Year.

(21) **"Tax Increment"** means, for any given Revenue Year, an amount equal to: (a) the total gross real property taxes paid with respect to the Project and actually received and retained by the City in such Revenue Year, but excluding any Shortfall Payments; minus (b) the Guaranteed Revenue for such Revenue Year (or in the event Guaranteed Revenue is not applicable for such Revenue Year, then the Base Value). In the event of a negative number, the Tax Increment for such Revenue Year shall be \$0.

(22) **"Tax Year"** means each calendar year for which real and personal property taxes are levied.



(23) ***“TIF Grant”*** means a “pay as you go” grant of the Available Tax Increment for development of the Project in an amount not to exceed a cumulative total of Two Hundred Fifty Thousand and 00/100s Dollars (\$250,000.00). Interest on the unpaid balance of the TIF Grant shall accrue commencing on January 1, 2023, at the rate of five percent (5.0%) annual simple interest; provided, however, that no such interest shall accrue during any uncured default by Developer.

(24) ***“TIF Grant Installment Amount”*** for each Revenue Year (commencing in Revenue Year 2022) means the Available Tax Increment for such Revenue Year which has been appropriated by the City Council to payment of the TIF Grant or interest on the TIF Grant; provided, however, that in no event shall the cumulative total of all such TIF Grant Installment Amount payments exceed the total TIF Grant plus applicable interest.

(25) ***“TIF Grant Payment Deadline”*** means August 1, 2022, for Revenue Year 2022, and on each anniversary thereof for each subsequent Revenue Year.

**C. Effectiveness of this Agreement.** This Agreement shall be effective and its terms binding upon the occurrence of all of the following (collectively, the ***“City Approvals”***): (i) the City, through its City Council, shall have: (a) approved this Agreement; (b) created TID 13; (c) adopted the TID Plan; and (d) approved or authorized the other transactions contemplated herein, and all other agreements and/or transactions that require approval by the City; and (ii) the City's Joint Review Board for tax incremental districts (the ***“Joint Review Board”***) shall have approved the creation of TID 13 and the adoption of the TID Plan. All of the City's obligations under this Agreement are contingent upon the occurrence of all of the City Approvals and the City shall have no obligation to make the Developer Grant or the TIF Grant if all City Approvals have not occurred. In the event the City Approvals have not been received by the Project Commencement Deadline, this Agreement shall automatically terminate.

## 2. OBLIGATIONS OF THE CITY

### A. Developer Grant

(i) The City has, by resolutions of its City Council dated February 3, 2020, and by subsequent action of the Joint Review Board on February 4, 2020, created TID 13 and approved the Project Plan and boundaries. The purpose of TID 13 is to support redevelopment of the Development Site and other nearby properties. Eligible project costs identified in the Project Plan include a developer cash grant to assist in construction of the Restaurant on the Development Site.

(ii) The City hereby agrees to provide Developer with such a cash grant from TID 13, in the total amount of \$250,000 (the Developer Grant as defined above), subject to the conditions set forth herein. Subject to the Developer's continued compliance with all terms and conditions herein, the City shall disburse the Developer Grant in full to Developer upon written request by Developer to the City upon the satisfaction of each and every one of the following conditions:

a. Developer shall have acquired fee simple title to each parcel of the Development Site;

b. Developer shall have obtained and closed on all financing, including all Private Financing, for the construction and operation of the Project;

c. Developer shall have provided a complete and accurate Project Cost Breakdown to the City;

d. Developer shall have obtained all necessary consents, permits, and approvals, including, but not limited to, zoning and plan approval and building permits, required by the City or any other governmental entity having jurisdiction over the Project;

e. Developer shall have recorded the Memorandum and Mortgage with respect to each parcel that constitutes the Development Site; and

f. Developer shall have provided satisfactory evidence of all of the foregoing to the City as determined by the City in its reasonable discretion.

(iii) If Project Completion is not achieved on or prior to the Project Completion Deadline, or if the Project is not constructed in substantial compliance, as determined by the City in its reasonable discretion, with the plans and specifications that Developer provided to the City pursuant to this Agreement or the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, then the City may demand payment from the Developer of the entire amount of the Developer Grant paid to the Developer hereunder (the “*Clawback Payment*”), which Developer shall pay to the City within thirty (30) days after such demand. The City’s right to the Clawback Payment shall survive the termination of this Agreement, the transfer of the Development Site, or any portion thereof, or the assignment of this Agreement. However, the right for the City to demand a Clawback Payment shall terminate one (1) year after the Project Completion Deadline.

#### **B. TIF Grant.**

(i) Provided that: (a) Developer is not in default of its obligations under this Agreement; (b) Project Completion was achieved on or prior to the Project Completion Deadline; and (c) the Project is constructed in substantial compliance, as determined by the City in its reasonable discretion, with the plans and specifications that Developer provided to the City pursuant to this Agreement and the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, the City shall pay to Developer the TIF Grant in installments each Revenue Year beginning in 2022 based on the Available Tax Increment for such Revenue Year and subject to the terms and conditions below and in the remainder of this Agreement.

(ii) The TIF Grant shall be payable solely from each Available Tax Increment which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes, and appropriated by the City Council to payment of the TIF Grant. The TIF Grant (plus any applicable interest) shall be payable in annual installments on or before the TIF Grant Payment Deadline of each Revenue Year, commencing with Revenue Year 2022 (based on the Available Tax Increment



generated in 2021) and on each TIF Grant Payment Deadline thereafter (based on Available Tax Increment generated in the immediately preceding Tax Year) in an amount equal to the TIF Grant Installment Amount for the respective Revenue Year; provided, however, that the City may, at its option and in its sole discretion, prepay the TIF Grant in whole or in part at any time. If the total TIF Grant Installment Amount payments have been insufficient to pay the full TIF Grant (plus any applicable interest) after the scheduled installment payable on or before the TIF Grant Payment Deadline in Revenue Year 2041 (based on the Available Tax Increments generated in 2040), then the TIF Grant and all interest shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and Developer shall have no right to receive any additional payments. The City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that they will be sufficient to pay, in whole or in part, the TIF Grant and any applicable interest. All Tax Increments received by the City which are not appropriated to pay the TIF Grant may be used by the City for any legally permitted purpose, in its sole discretion.

(iii) As stated above, the application of Available Tax Increments to payment of the TIF Grant each year is subject to future annual appropriation by the City Council. The City makes no representation or covenant, express or implied, that any non-zero Available Tax Increment will be generated and/or appropriated in any given year, nor does the City make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to Developer. Any Tax Increment which is not appropriated and allocated toward the Available Tax Increment may be used by the City for any legally permitted purpose, in its sole discretion.

(iv) Notwithstanding the foregoing, the City fully expects and anticipates that to the extent Available Tax Increments are generated by the Project, it will appropriate such Available Tax Increments to payment of the TIF Grant and, to that end, covenants and agrees that: (a) its staff will include payments of the TIF Grant, to the extent Available Tax Increments are generated by the Project, to be made each year in its annual budget as submitted to the City Council for approval, and further covenants that its staff will request the necessary appropriation from the City Council for the full amount of the Available Tax Increments to be generated by the Project that year, and will exhaust all available administrative reviews and appeals in the event that that portion of the budget is not approved; and (b) if the City Council's proposed annual budget does not in any year provide for appropriation of amounts sufficient to make the payments due on the TIF Grant in the full amount of the Available Tax Increments in that year, the City will notify Developer of that fact prior to the date the budget is presented to the City Council for final approval.

**C. No Additional Assistance.** Developer understands and agrees that the City's assistance with the Project is limited to the City Assistance and other matters expressly provided herein. Developer shall be responsible for and shall pay directly any and all other costs associated with the development, construction and operation of the Project.

### **3. OBLIGATIONS OF DEVELOPER**

**A. Securing Private Financing.** Developer shall secure all necessary Private Financing for the Project (including a firm commitment for permanent take-out financing for any construction financing), as defined herein, not later than the Project Commencement Deadline, and shall provide proof of such financing to the City along with the Project Cost Breakdown. For reference, Developer's preliminary Project budget is attached hereto as Exhibit C.

#### **B. Construction and Operation of the Project.**

(i) In addition to the Site and Architectural Plan Approval by the City's Plan Commission as provided in Section 11-1-10-C of City Ordinances, final design and site plans for the Restaurant development are subject to review and approval by the City Council, prior to issuance of the building permit for the Project.

(ii) Developer shall: (a) promptly and reasonably proceed to contract with a general contractor approved by the City in its reasonable discretion to commence construction of the Project following the approvals described in this Agreement; (b) subject to the force majeure provisions contained herein, achieve Project Completion in a manner consistent with this Agreement and with all federal, state and local plan approvals; and (c) the Project shall be equipped and operational as a Restaurant not later than the Project Completion Deadline.

(iii) Developer shall expend a minimum of the Minimum Construction Value of costs on the Project including without limitation land acquisition and preparation, building construction and site improvements, and fixtures, furnishings and equipment and shall provide the City with documentation reasonably acceptable to the City of all Project construction costs, including construction lien waivers.

(iv) Developer will conform and comply with, will cause the Project to be in conformance and compliance with, and shall operate the Project 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. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority in connection with the development, construction and operation of the Project.

(v) After Project Completion, the Project shall be continuously operated as a Restaurant and related uses and Developer shall not modify the use of the Project without the City's prior written consent. Developer shall maintain the physical condition of the Project and the Property in a commercially reasonable manner. Developer shall not change the branding of the Restaurant without the City's prior written consent, which shall not be

unreasonably withheld. This subsection shall be in effect until the completion of the Guaranteed Revenue requirement.

**C. Payment of Annual Property Taxes; Shortfall Payment.** The parties hereto anticipate that the Project and the Development Site will be subject to property taxes, and Developer agrees to pay property taxes on the Project and the Development Site in a timely manner. In the event that the City does not receive the full Guaranteed Revenue amount for any applicable Tax Year, then Developer shall make any applicable Shortfall Payment no later than the Shortfall Payment Deadline of such Revenue Year. Such Shortfall Payments shall be required regardless of whether all or a portion of the Development Site should ever become exempt from property taxes. Any Shortfall Payment or portion thereof not paid when due shall bear interest at the rate of 12.0% per annum from due date until paid.

**D. Memorandum.** Developer agrees to promptly record the Memorandum with respect to each parcel of the Development Site at the closing of its purchase and acquisition of each parcel of the Development Site. In the event of any prior mortgage(s), such mortgage(s) shall be promptly subordinated to the Memorandum. Developer shall provide the City with evidence of the relative priority of the Memorandum which is reasonably acceptable to the City.

**E. Mortgage.** Developer shall execute and record the Mortgage with respect to the entirety of the Development Site prior to commencement of construction of the Project. The Mortgage shall be superior to all other mortgages recorded with respect to the Development Site and Developer shall provide the City with evidence of the same which is reasonably acceptable to the City, except that the Mortgage may be subordinate to a mortgage granted to a private financial institution providing Private Financing for the construction of the Project, provided, however, the debt secured by such mortgage does not exceed \$3,026,000.

#### **4. REPRESENTATIONS AND WARRANTIES**

**A. Representations and Warranties of the City.** The City makes the following representations and warranties:

(i) The City has the requisite power and authority and legal right to enter into this Agreement and to perform the transactions contemplated hereby.

(ii) The individuals executing this Agreement on behalf of the City are duly empowered and authorized to execute this Agreement on behalf of the City and to deliver the same. Once this Agreement has been duly executed and delivered by all parties hereto, and becomes effective as set forth in accordance with this Agreement, it will constitute a binding obligation on behalf of the City subject to the terms and provisions hereof.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein or the performance of the City's obligations hereunder, will not result in a breach of any terms, provisions or conditions of any agreement, written or otherwise, affecting the City or by which it is bound.

**B. Representations and Warranties of Developer.** Developer makes the following representations and warranties:

(i) The Developer has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) The Developer is a Wisconsin limited liability company, duly organized, validly existing and in active status under the laws of that state. The execution of this Agreement as well as the performance of its obligations contained herein are not in violation of its organizational documentation. The individual executing this Agreement on behalf of the Developer is duly authorized to do so. This Agreement constitutes a binding obligation on behalf of the Developer subject to the terms and provisions hereof.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein or the performance of Developer's obligations hereunder, will not result in a breach of any terms, provisions or conditions of any agreement, written or otherwise, affecting Developer or by which it is bound.

## **5. DEFAULT; REMEDIES; FORCE MAJEURE**

**A. Notice of Default and Right to Cure.** In the event of any default in or any breach of this Agreement or any of its terms or conditions by any party hereto, the non-defaulting party shall give written notice of the default to the defaulting party. The defaulting party may then cure such default or breach within five (5) business days in the event of a monetary default or within thirty (30) calendar days in the event of a non-monetary default after receipt of such notice. In the event the particular non-monetary breach or default cannot reasonably be cured within said thirty calendar day period, the defaulting party shall not be in default hereunder if it timely commences to cure such default within said period of time and diligently pursues the cure and cures the same within a reasonable time thereafter. If the default or breach is not timely cured under this subsection, the non-defaulting party may exercise any right or remedy provided for herein.

**B. Remedies.** Subject to the notice of default and opportunity to cure provisions above, the parties may exercise any rights or remedies provided for by law or equity in the event of any default in or breach of this Agreement by the other party, including but not limited to termination of this Agreement, an action for specific performance and an action for the recovery of damages. All rights and remedies may be exercised independently or concurrently. The election of one remedy does not preclude the pursuit of other remedies, unless otherwise provided for by law.

**C. Waiver.** Any delay by a party in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way. The parties intend by this provision that no party should be constrained in its efforts to resolve any issues that may arise, and hereby intend to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches or otherwise, or to be compelled to exercise such remedy at a time when it may still hope otherwise to resolve the issue



created by the default involved. No waiver in fact made by either party with respect to any specific default by the other party under this Agreement shall be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by such defaulting party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

**D. Rights Cumulative.** The rights and remedies of each party, whether provided by law, equity or this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same or different times of any other such remedies for the same event of default or breach or of any remedies for any other event of default or breach by either party.

**E. Enforcement Costs.** In the event any proceeding is commenced as a result of a default under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses (including but not limited to reasonable attorneys' fees) incurred in enforcing the terms and provisions of this Agreement.

**F. Force Majeure.** For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of enforced delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the parties' purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of the particular party shall be extended for the period of the enforced delay.

## 6. TERM

Unless terminated early in accordance with this Agreement, the term of this Agreement (the "**Term**") shall be for a period commencing upon the Effective Date of this Agreement and expiring on the earlier of: (i) December 31, 2041; and (ii) the expiration of the term of existence of TID 13.

## 7. NOTICES AND DEMANDS

A notice, demand or other communication under this Agreement by either Party to the other Party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and:

In the case of Developer:

TR Holdings LLC  
11470 Industrial Dr.  
Galena, IL 61036-8123  
Attn: Aaron Abt

With a copy to Attorney Amy M. Sullivan  
Pinkert Law Firm LLP  
454 Kentucky St./PO Box 89  
Sturgeon Bay, WI 54235

In the case of the City:

City of Two Rivers  
1717 East Park Street  
Two Rivers, WI 54241  
Attn: City Clerk

## **8. ASSIGNMENT BY DEVELOPER**

During the Term of this Agreement, Developer shall not have the right to assign this Agreement or directly or indirectly sell, assign, transfer or convey the Development Site (or any portion thereof) to any other party without the prior written consent of the City; provided, however, that Developer shall have the right, without the City's consent but with notice to the City, to transfer this Agreement and/or the Development Site to an entity controlled by or under common control with Developer and shall have the right to mortgage or otherwise encumber the Development Site to finance the construction of the Project. No assignment of this Agreement shall serve to release Developer from any liability or obligations under this Agreement.

## **9. PUBLIC RECORDS RESPONSIBILITIES**

To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Developer agrees as follows: If the City receives public records requests for records that the City believes might be in the possession of Developer, the City will notify Developer of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Developer shall either provide the City with the record that is requested, for release to the requestor; or Developer shall advise the City that it objects to the release of the requested information because it considers such information confidential or proprietary, and the basis for the objection. Regardless of any objection by Developer, however, if for any reason the City reasonably and in good faith concludes that the City is obligated to provide a record to a requestor that is in Developer's possession, Developer shall provide such records to the City promptly upon the City's request. Developer shall not charge for work performed under this section, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

## **10. MISCELLANEOUS**

**A. Recording.** Recording of this Agreement is prohibited except for the Memorandum.

**B. Approvals.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the party's duly authorized representative. Except as otherwise set forth herein, wherever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld. All submissions given to the City to satisfy the conditions contained in this Agreement must be satisfactory in form and content to the City, in its reasonable discretion.

**C. Waiver; Amendment.** 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.

**D. 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. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

**E. No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.

**F. Severability.** If any provision of this Agreement is held invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement, which shall continue in full force and effect.

**G. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors, transferees and permitted assigns. The obligations of the City and the Developer, including, without limitation, Developer's obligation to provide City with Guaranteed Revenue or the Clawback Payment as addressed herein, shall survive any sale transfer, assignment or conveyance of the Development Site (or a portion thereof), and shall survive mortgage foreclosure, and bind any subsequent owners in title to the Development Site.

**H. Municipal Approvals; Compliance with Law.** The provisions of this Agreement shall not vest any rights on the Developer to any municipal approvals required under applicable law. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.



**I. City's Right of Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's ability to assert its rights of immunity to tort claims under applicable law. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

**J. Governing Law.** This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Manitowoc County, Wisconsin.

**K. Time is of the Essence; Deadlines.** Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.

**L. Relationship of Parties.** This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

**M. Captions and Interpretation.** The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

**N. Joint and Several Obligations.** If Developer consists of more than one person/entity, each such person/entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such person/entity, jointly or severally, or against any one or more of them.

**O. Counterparts/Electronic Signature.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date first written above.

**DEVELOPER:**

TR HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

THE CITY OF TWO RIVERS, WISCONSIN

By: \_\_\_\_\_  
Name: Gregory E. Buckley  
Title: City Manager

By: \_\_\_\_\_  
Name: Kim A. Graves  
Title: City Clerk

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

[Signature Page to Developer Agreement]

**EXHIBIT A****LEGAL DESCRIPTION OF  
THE DEVELOPMENT SITE****Parcel A:*****[LEGAL DESCRIPTION TO BE ADDED]***

Street Address: 2122 Washington St.

Parcel Identification Numbers: 053-000-029-010-7

**Parcel B:*****[LEGAL DESCRIPTION TO BE ADDED]***

Street Address: 2116 Washington St.

Parcel Identification Numbers 053-000-029-011-7

**Parcel C:*****[LEGAL DESCRIPTION TO BE ADDED]***

Street Address: 2114 Washington St.

Parcel Identification Numbers: 053-000-029-012-5

**Parcel D:*****[LEGAL DESCRIPTION TO BE ADDED]***

Street Address 1519 22nd St.

Parcel Identification Numbers: 053-000-029-050-8

**Parcel E:*****[LEGAL DESCRIPTION TO BE ADDED]***

Street Address: 1515 22nd St.

Parcel Identification Numbers: 053-000-029-040-1

**Parcel F:*****[LEGAL DESCRIPTION TO BE ADDED]***

Street Address: 1511 22nd St.

Parcel Identification Numbers: 053-000-029-030-3

Parcel G:

***[LEGAL DESCRIPTION TO BE ADDED]***

Street Address: 2121 Adams Street

Parcel Identification Numbers: 053-000-029-060-6

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

**EXHIBIT B**

**PRELIMINARY SITE PLAN OF THE PROJECT**

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

**EXHIBIT C**  
**PRELIMINARY PROJECT BUDGET**

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)





Office of the City Manager  
 1717 East Park Street  
 P.O. Box 87  
 Two Rivers, WI 54241  
 Tel. (920) 793-5532

## City of Two Rivers Application for TIF Developer Grant

### Applicant Information:

Legal Name: TR Holdings LLC

Mailing Address: 11470 Industrial Drive, Galena IL 61036

Primary Contact Telephone: 563.663.8080 Cell Phone: \_\_\_\_\_

E-mail: aabt@abtlc.info FAX #: \_\_\_\_\_

Legal Entity: Individual(s) ☐ Joint Tenants ☐ Tenants in Common ☐

Corporation ☐ LLC ☒ Partnership ☐

Other \_\_\_\_\_

If not a Wisconsin corporation/partnership/LLC, state where organized: \_\_\_\_\_

Will a new entity be created for ownership? Yes ☐ No ☐

Principals of existing or proposed corporation/partnership/LLC and extent of ownership interest.

Name:	Address:	Title:	Interest:
<u>Aaron &amp; Caprinia /</u>	<u>2852 N Old Quarry Court</u>	<u>Member</u>	<u>50</u>
<u>Shirley Abt</u>	<u>3122 Candlewood Lane, Montg</u>	<u>Member</u>	<u>25</u>
<u>Tyler Rehmel</u>	<u>TBD, Two Rivers, WI</u>	<u>Member, Owner/O</u>	<u>25</u>

Is any owner, member, stockholder, partner, officer or director of any previously identified entities, or any member of the immediate family of any such person, an employee or elected official of the City of Two Rivers? Yes ☐ No ☒ If yes, give the name and relationship of the City employee(s) and/or elected official(s):

**Property / Project Summary:**Project Name: Culver's of Two RiversProject Location: Corner of Washington & 22nd**Project Site Information**

Attach map of site, if one is readily available

Land Area: ~47,300 SFCurrent Use: ResidentialZoning: ResidentialIs Project Site Owned by Applicant? ☒ Yes ☒ No

If No, identify current owner and describe Applicant's interest in the Project Site (Purchase contract, lease with option to purchase, etc.)

Currently own 1 of the 7 lots used for this project.**Project Description:**

Provide a brief description of the Project, including its benefits to the surrounding neighborhood and the community, and a statement as to why the TIF assistance requested is necessary in order for the Project as described to become a reality at this location.

We plan to build a Culver's restaurant on the site. As existing Culver's franchiseeswith over a decade of experience we know what it takes to run a successful Culver'srestaurant. We will employ between 40 and 65 team members and managers. We also have a firm commitment to giving back to our communities. In Galena, ILwe have donated over \$330,000 back to community groups since we acquired thebusiness in 2008. The TIF assistance will be what makes this project viable; the cost of land and site work unfortunately puts the land price above the national average for Culver's projects. The TIF assistance realigns project costs and makes this feasible.

## Project Budget / Financial Information:

### Sources and Uses of Funds:

Identify the sources of funds used to finance the project. Typical sources include equity, lender financing, mezzanine financing, government financing, other anticipated types of public assistance, and any other types or methods of financing.

Sources of Funds:	Amount (\$)	% of total project costs
<b>Equity</b>		
Developer Equity:	284,000	_____ %
Other Equity: (_____)	_____	_____ %
Total Equity:	_____	_____ %
<b>Loans</b>		
Construction Financing:	3,026,000	_____ %
Permanent Financing:	_____	_____ %
<b>TIF Assistance</b>	250,000	_____ %
Other Public Funding	_____	_____ %
<b>Total Sources of Funds</b>	3,560,000	100%

### Financing Identified Above:

Source	Amount (\$)	Contact Person/Phone
Equity: <u>Owner Equity</u>	284,000	_____
Loan 1: <u>Nicolet Bank</u>	1,780,000	_____
Loan 2: <u>SBA</u>	1,246,000	_____
Loan 3: _____	_____	_____
Other Public Funding:	_____	_____

Uses of Funds:	Amount (\$)
Land Acquisition:	990,255
Demolition:	_____
Environmental Remediation:	_____
Site Clearance and Preparation:	_____
Arch./Engineering:	_____
Construction:	1,835,647
Machinery & Equipment	525,000
Other: <u>Soft &amp; Contin</u>	209,098
<b>Total Uses of Funds:</b>	3,560,000

**Applicant Signature:****I hereby affirm that:**

1. I am authorized to sign this application of the applicant entity.
2. The information provided in this application is correct, to the best of my knowledge.
3. I understand that the City, by its receipt/acceptance of this completed application, in no way represents that this application will be approved; the actions of one or more public bodies, including the City Council and possibly others, will be required, and such approval is not and cannot be guaranteed.
4. I understand that any TIF Developer Grant offered by the City will be subject to a Development Agreement between the Developer and the City of Two Rivers; such agreement is subject to approval by the City Council and such approval cannot be guaranteed.

**Submitted on Behalf of:**TR Holdings LLC**Applicant Entity Name****By:****Signature**Aaron Abt, managing member**Printed Name**3/13/20**Date****Return completed application to:**

City of Two Rivers  
 City Manager's Office  
 1717 East Park Street  
 Two Rivers, WI 54241

**Questions regarding this application, contact:**

Greg Buckley  
 City Manager  
 (920) 793-5532  
[gbuckley@two-rivers.org](mailto:gbuckley@two-rivers.org)

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

**EXHIBIT D****FORM OF MEMORANDUM**

[attached to this cover page]

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

## MEMORANDUM OF DEVELOPMENT AGREEMENT

Document Number

Document Name

**THIS MEMORANDUM OF DEVELOPMENT AGREEMENT** (this "Memorandum") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF TWO RIVERS, WISCONSIN, a Wisconsin municipal corporation (the "City"), on the one hand, and TR HOLDINGS LLC, a Wisconsin limited liability company ("Developer"), on the other hand (the City and Developer are referred to herein, collectively, as the "Parties").

**WHEREAS**, the Parties entered into a certain Tax Incremental Financing Cash Grant and Developer's Performance Agreement, dated as of [\_\_\_\_], 2020 (as may be amended from time to time, the "Development Agreement"); and

**WHEREAS**, the Development Agreement relates to certain real estate [a portion of which is] described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Parties desire to place this Memorandum of record in the real estate records for Manitowoc County, Wisconsin to provide notice to third parties of the Development Agreement

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

1. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors an assigns.
2. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property; including, without limitation, the obligation to pay certain amounts to the City.
3. The term of the Development Agreement commenced as of [\_\_\_\_], 2020, and terminates as provided therein.

### Recording Area

Name and Return Address

City of Two Rivers  
1717 East Park Street  
Two Rivers, WI 54241  
Attn: City Clerk

See Exhibit A attached

Parcel Identification Number (PIN)

This is not homestead property.

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

4. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

5. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.

[Signature Pages Follow]

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)



**IN WITNESS WHEREOF**, the Parties have executed this Memorandum as of the date first set forth above.

**DEVELOPER:**

TR HOLDINGS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be the \_\_\_\_\_ of Arrow Restaurant Holdings LLC, a Wisconsin limited liability company, and acknowledged that s/he executed the foregoing instrument as such authorized representative of said entity and with its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission: \_\_\_\_\_

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

THE CITY:

THE CITY OF TWO RIVERS, WISCONSIN

By: \_\_\_\_\_

Name: Gregory E. Buckley

Title: City Manager

By: \_\_\_\_\_

Name: Kim A. Graves

Title: City Clerk

STATE OF WISCONSIN                    )  
   ) ss.  
 COUNTY OF MANITOWOC                )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, Gregory E. Buckley and Kim A. Graves, of the above-named City of Two Rivers, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such City Manager and City Clerk, respectively, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City of Two Rivers, Wisconsin, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission: \_\_\_\_\_

This instrument was drafted by:

Isaac J. Roang, Esq.  
 Quarles & Brady LLP  
 411 East Wisconsin Avenue  
 Milwaukee, WI 53202

City Signature Page to Memorandum

**EXHIBIT A**

## LEGAL DESCRIPTION OF THE PROPERTY

[To be inserted.]

Pin(s):

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

**EXHIBIT E****FORM OF MORTGAGE**

[attached to this cover page]

Attachment: Tax Incremental Agreement (2545 : Development Agreement with TR Properties LLC)

DOCUMENT NO.

**REAL ESTATE MORTGAGE***(Shortfall Payments)*

(Use Only to Secure Business Transactions)

**TR HOLDINGS LLC, a Wisconsin limited liability company**("Mortgagor," or "**Borrower**," whether one or more), whose address is

11470 Industrial Dr., Galena, IL 61036-8123

mortgages, conveys, assigns, grants a security interest in and warrants to

**CITY OF TWO RIVERS, WISCONSIN**

("Lender"),

whose address is

1717 East Park Street, Two Rivers, WI 54241, Attention: City Clerk

in consideration of the sum of the **Development Agreement (see Paragraph 20(a))**

Dollars

(\$ \_\_\_\_\_), loaned or to be loaned to

Recording Area

Name and Return Address

City of Two Rivers  
 1717 East Park Street  
 Two Rivers, WI 54241  
 Attn: City Clerk

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated \_\_\_\_\_, the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender.

**SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

See Exhibit A attached hereto.

Parcel Identifier No.

(This Property **IS NOT** the homestead of Mortgagor.)  
 (is) (is not)

**1. Description of Property.**See Exhibit A attached hereto.

- ☒ If checked here, description continues or appears on attached sheet(s).  
☒ If checked here, this Mortgage is a construction mortgage.  
☐ If checked here, Condominium Rider is attached.

**2. Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and a mortgage to [name of bank] in the amount of not to exceed \$3,026,000 (the "Private Mortgage"). Lender agrees that, so long as the debt secured by the Private Mortgage does not exceed the amount set forth above, Lender shall not name the holder of the Private Mortgage in any foreclosure of this Mortgage or otherwise foreclose the Private Mortgage. Accordingly, any such transfer of the Property pursuant to foreclosure of this Mortgage would be subject to the Private Mortgage. This agreement not to foreclose the Private Mortgage shall extend to any mortgage securing the refinancing of such debt, so long as such refinancing does not exceed the amount set forth above.

**3. Escrow.** Interest \_\_\_\_\_ be paid on escrowed funds if an escrow is required under paragraph 8(a).  
 (will) (will not)

**4. Additional Provisions.** This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

Page 1 of 3

## ADDITIONAL PROVISIONS

**5. Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) any ~~Shortfall Payments and Clawback Payments according to the terms of the Development Agreement (see Paragraph 20(a) below)~~ the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. ~~This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act.~~ Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

**6. Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

**7. Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

**8. Mortgagor's Covenants.** Mortgagor covenants and warrants:

(a) ~~Escrow.~~ If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagor has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law.

(b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

**9. Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which is known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.



**12. Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

**13. Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

**14. Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**15. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

**16. Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**17. Expenses.** Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**18. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

**19. Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

**20. Other Provisions.** (If none are stated below, there are no other provisions.)

(a) Borrower and Lender have entered into that certain Tax Incremental Financing Cash Grant and Developer's Performance Agreement dated as of 1/1/2020, with respect to the Property (as may be amended, restated, supplemented, modified and replaced from time to time hereafter, the "Development Agreement"). The "Obligations" secured by this Mortgage are the obligations of Borrower under the Development Agreement to make "Shortfall Payments" and "Clawback Payments" (as each term is defined in the Development Agreement) to Lender as such payment obligations accrue each year pursuant to the Development Agreement. As noted in Paragraph 11 above, Lender may exercise any remedy available at law or equity for Borrower's failure to pay a Shortfall Payment or a Clawback Payment, and if Lender chooses not to foreclose this Mortgage for any given default, this shall not be deemed a waiver by Lender to foreclose this Mortgage at a later time for Borrower's failure to pay one or more Shortfall Payments or Clawback Payments.

(b) In addition to any defaults described in Paragraph 11 hereof, the occurrence of a default under the Development Agreement shall also be a default hereunder. To the extent the terms of this Mortgage conflict with the terms of the Development Agreement, the terms of the Development Agreement shall govern.

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed as of \_\_\_\_\_ (Date)

**TR HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
 \_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be the \_\_\_\_\_ of TR Holdings LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This instrument was drafted by:  
Isaac J. Roang, Esq.  
Quarles & Brady LLP  
411 E. Wisconsin Avenue  
Milwaukee, WI 53202  
QB\61285048.2

Real Estate Mortgage  
Page 3 of 3





DRAFT

## Department of Public Works

1717 East Park Street

Post Office Box 87

Two Rivers, WI 54241-0087

Director/Engineer.....920-793-5539

Public Works Shop.....920-793-5576

Wastewater Superintendent.....920-793-5558

www.two-rivers.org

## Council Manager Government Since 1924

March 17, 2020

«Owner\_First\_Name» «Owner\_Last\_Name»

«Mailing\_Address\_1»

«Mailing\_Address\_2»

«City», «State» «ZIP»

Re: Public Hearing regarding Special Assessments to reconstruct, and place concrete pavement on  
25<sup>th</sup> Street from West River Street to Forest Avenue and;  
Madison Street from 19<sup>th</sup> Street to 22<sup>nd</sup> Street

**Public Information Meeting: Thursday, April 2, 2020 at 5:30 PM**

**Public Hearing (at City Council Meeting), Monday, April 6, 2020 at 6:00 PM**

**Estimate of Proposed Special Assessment for: «PROPERTY\_ADDRESS»**

Parcel Number: «Parcel»

Portland Concrete Paving Assessment: «ASSESSABLE » assessable feet at \$65.53/linear foot =  
\$ «RESURFACING»

Storm Service Assessment = \$ 1,444.29

Total Assessment \$«TOTAL\_ASSESSMENT»

Dear Property Owner:

The Two Rivers City Council has scheduled a public hearing regarding proposed special assessments associated with the reconstruction, including placement of Concrete Pavement on 25<sup>th</sup> Street, from West River Street to Forest Avenue and on Madison Street from 19<sup>th</sup> Street to 22<sup>nd</sup> Street. An official Notice of Public Hearing is enclosed.

A portion of this project is being funded by the Wisconsin Department of Natural Resources Clean Water Program and Safe Drinking Water Program. The city costs for replacement of sanitary sewer main and laterals in the right of way, water main and services in the right of way, and portions of storm sewer construction will be covered with loans through the respective city utilities and funds. The remaining costs are proposed to be **assessed to adjacent property owners**, and funded with City resources, as indicated below.

Costs Subject to Special Assessments:	\$ 298,988
General Fund Borrowing & State DNR Funding:	<u>\$ 710,776</u>
Total Project Cost Estimate:	\$1,009,764

An estimate of the proposed special assessment for your property is indicated above. This estimate is based on plans to special assess property owners for costs associated with design, resurfacing, storm lateral connections, and other related work.

Attachment: Draft Special Assessment (2560 : Special Assessment)

In addition to the above-mentioned Public Hearing, a **Public Information Meeting** is scheduled for **Thursday, April 2, 2020, 5:30 to 6:30pm**, in the **3<sup>rd</sup> Floor City Council Chambers at 1717 East Park Street, Two Rivers**. Staff from the City and Advance Construction (general contractor for the proposed work) will be there to discuss work associated with this project. The project is anticipated to be constructed during the 2020 construction year and be completed by November 15, 2020.

As previously mentioned, water service laterals will be replaced as part of the project. Many of these laterals are expected to contain lead. The costs to replace the portion of the water service in the street, up to the curb box, will be paid for by the City Water Utility and DNR funds.

As per Section 5-1-8 of the City Ordinances, the private portion of water service laterals, located between the curb box and water meter, will also be evaluated to determine if they are constructed of lead, or lead contaminated materials (referred to as Lead Service Laterals, LSL's).

Private LSL's, in the project area are required to be replaced as part of the project, as required by City Ordinance, and DNR funding regulations. Replacement of the "private side" of the LSL is the property owner's financial responsibility. The City has funds available, to pay for up to \$2,500 of the cost of such private LSL replacements, if the replacement is done as part of this contract and if the property owner cannot qualify for Community Development Block Grant (CDBG) Low to Moderate Income (LMI) program. The LMI program can provide a grant for the entire cost of the lead lateral replacement (if documented by City Staff). The LMI program can also provide a no interest loan for the private sanitary lateral replacement.

The sanitary sewer lateral will also be evaluated for defective material and functionality. Per Section 5-2-8 of the City Ordinances, defective sewer laterals (typically clay sewer laterals) need to be replaced into the building when sewer work is performed in the street. As with the water service, the costs associated with replacement of the portion of the sewer lateral in the street will be funded with sewer utility, and DNR funds. The costs associated with replacement of the private side sewer lateral is the property owner's responsibility. The CDBG LMI program may assist financially for those who qualify.

Additional information on private property lateral work will be available at the informational meeting. On Thursday, April 2, 2020. Staff will be available to provide additional information regarding this work at this meeting.

Staff will also be available to discuss the project on an individual basis and obtain your input. You are encouraged to attend the meeting to review and discuss the proposed improvements. We ask that you please share any questions, comments, or concerns about the project at the meeting with one of our staff members.

The City Council is expected to take action on the proposed Special Assessments following the public hearing on April 6, 2020 at the same meeting. You are welcome to attend this meeting. Questions may be directed to Scott Ahl ([scoahl@two-rivers.org](mailto:scoahl@two-rivers.org)) or James McDonald ([jammcd@two-rivers.org](mailto:jammcd@two-rivers.org)) at (920)793-5539.

Sincerely,

City of Two Rivers  
Public Works Engineering

Enclosure: Notice of Public Hearing



## Department of Public Works

1717 East Park Street

Post Office Box 87

Two Rivers, WI 54241-0087

Director/Engineer.....920-793-5539

Public Works Shop.....920-793-5576

Wastewater Superintendent.....920-793-5574

pubwks@two-rivers.org

## Council Manager Government Since 1924

### Memo

Date: March 2, 2020

To: Greg Buckley, City Manager

From: Jim Mc Donald, Public Works Director / City Engineer

Re: Recommendation to Lease a New Tool Cat, Lease one new Skid Steer

The Public Works approved budget for 2020 includes a line item for "Annual Tool Cat Trade" of \$25,000. The intent of this line item is to ensure that we keep units in good condition and under warranty for as much of their use by the City as possible.

Recently, a couple of major changes have come about. First, due to the number of hours being used and the nature of the use, Parks and Rec. Department has purchased a Unit that will take the place of a large percentage of one of the Tool Cats. Although the Department of Public Works (DPW) alone does not require two full time Tool Cats, it seems that DPW use requires more than one. A re-evaluation of DPW needs and working experience of late determined that a new Tool Cat and a Tracked Skid Steer would provide more versatility for unique operations that were a bit too demanding for the Tool Cats alone.

Secondly, the Dealership with whom we have been working with the annual turn over program has run out of customers for the used Tool Cats at the frequency we have been generating them. Spreading the trade ins or selling used equipment ourselves would resolve this situation.

A current program is available to lease a Tool Cat for a two-year period at \$14,224.56 per year with a buy out price of \$21,423.72, if desired. Under this program, the unit comes with a two-year factory warranty. The warranty period is otherwise only a year.

The tracked Bob Cat, or Skid Steer, is preferred over another Tool Cat as it can perform certain functions better, or with less wear and tear, than a Tool Cat. Examples of this include mowing areas such as the landfill, wet areas, US Oil site, and so on. In addition, the unit will be able to perform better on sand and provide an excellent unit for landscaping work and gravel prep beneath concrete.

The Skid Steer, can be leased for a three-year period, with a three-year factory warranty for an annual cost of \$11,192.88 followed by an optional buy out price of \$22,567.16.

The total of the annual lease payments for both pieces of equipment is \$25,417.44. This amount is slightly over the designated budget amount of \$25,000. However, the dealer is willing to take one existing Tool Cat in trade for a value of \$31,853.00

The trade value is to be used to optimize equipment for use on the Skid Steer. These include a 72-inch Brushmaster (brush mower), a 72-inch Snow Blower, a High Flow Package, and a trailer capable of

Attachment: ToolCat-SkidSteer Memo Rev (2544 : Recommendation to Lease a New Tool Cat)

moving the Skid Steer around the City cost effectively. After the municipal discounts, this equipment will cost \$16,500.00.

This equipment cost, applied to the Trade value of the Tool Cat yields \$31,853.00 less \$16,500.00, a difference of \$15,353.00. The dealer will send a check for this amount to the City.

From another perspective the transaction can be viewed as follows:

Item	Cost
Annual Lease Payments for the Tool Cat and the Skid Steer	\$ 25,417.44
Trade in Value for Old Tool Cat	\$(31,853.00)
Cost for Trailer and Attachments	\$ 16,500.00
Net Cost for First Year	\$ 10,064.44

The net cost is \$14,935.56 below the budget amount. The remaining old Tool Cat will be auctioned off, likely through a web-based system. The reserve amount for the bid has been suggested at least \$40,000.00

Based upon the above, we recommend that the Council pass the needed resolutions to facilitate the proposed lease agreements. We also recommend authorization to trade in the old Tool Cat for \$31,853.00 and purchase the listed equipment for \$16,500.00.

**CITY OF TWO RIVERS  
RESOLUTION LEASE BOBCAT 5600**

**WHEREAS**, TWO RIVERS WI, CITY OF (the "Lessee") is a validly existing political subdivision of the State of WI (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

**WHEREAS**, the City Council of the Lessee (the "Governing Body") has the power under the Laws of the State to lease or purchase personal property for use by the Lessee, and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Agreement with MILLER IMPLEMENT CO INC ("Lessor") which lease will be assigned to Wells Fargo Vendor Financial Services, LLC ("Assignee") pursuant to an assignment by Lessor to Assignee (such Municipal Lease Agreement and Assignment are herein together referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

**WHEREAS**, the Governing Body has taken the necessary and appropriate steps under applicable law, including, without limitation, any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

**WHEREAS**, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

**WHEREAS**, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:**

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on 12/31/2020 sufficient to meet all obligations of the Lessee under the Lease, including without limitation Monthly Rent in the amount of \$1,185.38per month.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor/Assignee pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized, approved and confirmed and the City Manager of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

Adopted and recorded this 16th day of March, 2020.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Gregory E. Buckley  
City Manager

Attachment: Resolution Toolcat Bobcat 5600 (2544 : Recommendation to Lease a New Tool Cat)



**EQUIPMENT SCHEDULE – POWER LEASE**

No. 450-0013807-000, Dated February 19, 2020

To Master Lease Agreement No. 450-0013807

Dated February 19, 2020

Lessor: MILLER IMPLEMENT CO INC  
 Address: 500 EAST MAIN STREET  
 City/State/Zip: SAINT NAZIANZ, WI 54232

Lessee: TWO RIVERS WI, CITY OF  
 Street Address: 1717 GAST PARK ST  
 City/State/Zip: TWO RIVERS, WI 54241  
 Contact: XX-XXX188  
 Federal Tax ID Number:

"Master Agreement" means the above referenced Master Lease Agreement. "Schedule" means this Equipment Schedule. "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. **EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial Number	Annual Operating Hours
1	BOBCAT	5600	2019	TOOLCAT	AHG817144	500

Supplier of Equipment (Name): MILLER IMPLEMENT CO INC, 500 EAST MAIN STREET, SAINT NAZIANZ, WI 54232

Equipment Location: 1717 GAST PARK ST, TWO RIVERS, WI 54241

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

**B. FINANCIAL TERMS**

1. Term (No. of Months): 24	6. Purchase Option Price at end of Term: \$21,423.58
2. Lease Payment: \$1,185.38 (plus applicable taxes)*	7. Last Funding Date: April 15, 2020
3. Frequency of Lease Payment: Monthly (in Arrears)	8. Total Cost: \$46,573.00
4. Administrative Fee: \$175.00 (included in the finance amount)	
5. Lessee Purchase Order #: **	
* With respect to the Lease Payment, in states assessing upfront sales tax and use tax, your Lease Payment, starting with the first invoice, will be adjusted to include the applicable sales tax and use tax amortized over the Term of the Lease using a rate that preserves Lessor's economic yield for the transaction described in the Schedule. In other states, the applicable sales tax and use tax will be included on your invoice.	
**Any Lessee Purchase Order shown above is provided for invoicing purposes only.	

C. **PROPERTY TAX ADMINISTRATION.** As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

D. **POWER LEASE PURCHASE OPTION.** For the purposes of this Schedule only, so long as no default exists hereunder and this Lease has not been earlier terminated, you may at Lease expiration, purchase some or all of our interest in the Equipment leased pursuant to this Schedule on an AS-IS, WHERE-IS BASIS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option amount of \$21,423.58 or that part thereof attributable to the item or items of Equipment purchased (plus applicable sales and other taxes). This Lease WILL AUTOMATICALLY CONTINUE ON A MONTH-TO MONTH BASIS UNLESS CANCELLED BY EITHER PARTY UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY and you will pay us the same Lease Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes) and the Lease Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price (and taxes).

E. **RETURN OF EQUIPMENT.** (i) If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States, and (iv) pay a return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Lease Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease (and any Return Conditions described in paragraph 2 below) or for damages incurred in shipping and handling.

(2) In addition to the above provisions you shall, at your expense, return the Equipment as specified: (a) **General Condition:** With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no unrepaired damage to exterior or interior materials that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed from Equipment without damage to paint or Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, frame rails, all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. (b) **Tires:** All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. On each unit, the tires shall have no missing or damaged parts or gouges. Also, all tires shall have a minimum of fifty percent (50%) remaining wear. Tires will not be re-treads. (c) **Mechanical Drive Train:** If so equipped, the transmission/hydrostatic drive systems including but not limited to differentials, final drives, will be in good condition and operate quietly without vibrations or leaks. (d) **Electric Drive Train:** If so equipped, the electric drive system including, but not limited to alternators, generators, control systems, motorized wheels, shall have at least fifty (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (e) **Undercarriage:** If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings, track shoes/pads) shall have at least fifty percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (f) **Engine:** The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the Engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby tests. All tests shall be performed by a manufacturer authorized service center (but not by the lessee.) (g) **Brakes:** The brakes shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or other braking components shall be damaged or cracked. (h) **Conveyors:** If so equipped, all conveyors shall be straight with in original manufacturer's specifications and tolerances. All belts and or drag chain assemblies shall be operable and shall have a minimum 50% wear life remaining. (i) **Screeds:** If so equipped, all screeds shall be fully operable including but not limited to heating systems, vibration systems and screed plates. Power assist systems shall be fully operational. Automatic grade and slope devices shall be operable. (j) **Booms:** If so equipped, all booms shall be straight and true within original manufacturers specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each machine. (k) **Hydraulic Equipment:** All hydraulic pumps, cylinders and hoses must be fully operational at rated capacity with no leaks. (l) **Cutter Drums:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the drum shell, end rings, flighting, tooth holders, and cutting teeth. The planetary drive shall be full operational and without leakage or vibration. (m) **Cutter Chains:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the chain, tooth holders, and cutting teeth. (n) **Documents and Records:** Each such unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, Lessee shall maintain and provide to Lessor written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (o) **Redelivery:** Provide for transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to any locations within the continental United States as Lessor shall direct; and shall have the Equipment unloaded at such locations. (p) **Storage:** Provide safe, secure storage for the Equipment for a period of up to (180) one hundred eighty days after expiration or early termination of Lease at location(s) satisfactory to Lessor.

(3) **Inspections:** (a) At your expense, at least ninety (90) days prior to, and not more than one hundred twenty (120) days prior to lease expiration, each item of Equipment must be inspected by a manufacturers authorized maintenance representative or other qualified maintenance provider (acceptable to us) to ensure the Equipment conforms to the return provisions outlined herein. (b) From ninety (90) days prior to the return of the Equipment, you must make the Equipment available to our agent during regular working hours so walk-around appraisals/inspections can be conducted. (c) The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us sixty (60) days prior to the return of the Equipment.

**F. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Master Agreement and any Lease and may be enforced by, and is for the benefit of us and our successors, assigns, affiliates, beneficiaries and all of our and such affiliates', beneficiaries', successors' and assigns' respective directors, shareholders, officers, employees, agents, predecessors, attorneys-in-fact and lawyers.

**G. ANNUAL OPERATING HOURS.** You acknowledge that the Lease Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the FMV Purchase Option described below, should it be determined that the actual number of operating hours for any unit of Equipment (the "Total Operating Hours") exceeds the applicable "Total Permitted Operating Hours" (to be computed by dividing the Annual Operating Hours for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) an excess usage charge which shall be calculated by us by subtracting the Total Permitted Operating Hours from the Total Operating Hours (rounded down to the nearest hour) and multiplying such difference by the corresponding Excess Usage Hourly Charge which is calculated by multiplying 0.000025 times that part of the Total Cost attributable to such unit of Equipment (plus calculating any applicable taxes); plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour meter.



ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or, Equipment of Soft Costs until executed on behalf of us and you by authorized representatives.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR: MILLER IMPLEMENT CO INC

LESSEE: TWO RIVERS WI, CITY OF

By: \_\_\_\_\_

By: X \_\_\_\_\_

Name: \_\_\_\_\_

Name: X \_\_\_\_\_

Title: \_\_\_\_\_

Title: X \_\_\_\_\_

Attachment: lease agreement Toolcat (2544 : Recommendation to Lease a New Tool Cat)

**EQUIPMENT SCHEDULE – POWER LEASE**

No. 450-0013807-001, Dated February 19, 2020

To Master Lease Agreement No. 450-0013807

Dated February 19, 2020

Lessor: MILLER IMPLEMENT CO INC  
 Address: 500 EAST MAIN STREET  
 City/State/Zip: SAINT NAZIANZ, WI 54232

Lessee: TWO RIVERS WI, CITY OF  
 Street Address: 1717 GAST PARK ST  
 City/State/Zip: TWO RIVERS, WI 54241  
 Contact: XX-XXX188  
 Federal Tax ID Number:

"Master Agreement" means the above referenced Master Lease Agreement. "Schedule" means this Equipment Schedule. "Lessee" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "you" and "your." Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease ("Lease") between us and you for the Equipment described in this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

A. **EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

Qty	Make	Model	Year	Equipment Type	Serial Number	Annual Operating Hours
1	BOBCAT	T595	2020	COMPACT TRACK LOADERS	B3NK37385	500

Supplier of Equipment (Name): MILLER IMPLEMENT CO INC, 500 EAST MAIN STREET, SAINT NAZIANZ, WI 54232

Equipment Location: 1717 GAST PARK ST, TWO RIVERS, WI 54241

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

**B. FINANCIAL TERMS**

1. Term (No. of Months): 36	6. Purchase Option Price at end of Term: \$22,567.16
2. Lease Payment: \$932.74 (plus applicable taxes)*	7. Last Funding Date: April 15, 2020
3. Frequency of Lease Payment: Monthly (in Arrears)	8. Total Cost: \$51,289.00
4. Administrative Fee: \$175.00 (included in the finance amount)	
5. Lessee Purchase Order #: **	

\* With respect to the Lease Payment, in states assessing upfront sales tax and use tax, your Lease Payment, starting with the first invoice, will be adjusted to include the applicable sales tax and use tax amortized over the Term of the Lease using a rate that preserves Lessor's economic yield for the transaction described in the Schedule. In other states, the applicable sales tax and use tax will be included on your invoice.

\*\*Any Lessee Purchase Order shown above is provided for invoicing purposes only.

C. **PROPERTY TAX ADMINISTRATION.** As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

D. **POWER LEASE PURCHASE OPTION.** For the purposes of this Schedule only, so long as no default exists hereunder and this Lease has not been earlier terminated, you may at Lease expiration, purchase some or all of our interest in the Equipment leased pursuant to this Schedule on an AS-IS, WHERE-IS BASIS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option amount of \$22,567.16 or that part thereof attributable to the item or items of Equipment purchased (plus applicable sales and other taxes). This Lease WILL AUTOMATICALLY CONTINUE ON A MONTH-TO MONTH BASIS UNLESS CANCELLED BY EITHER PARTY UPON 30 DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY and you will pay us the same Lease Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes) and the Lease Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price (and taxes).

E. **RETURN OF EQUIPMENT.** (1) If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States, and (iv) pay a return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Lease Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease (and any Return Conditions described in paragraph 2 below) or for damages incurred in shipping and handling.

(2) In addition to the above provisions you shall, at your expense, return the Equipment as specified: (a) **General Condition:** With respect to each unit, no glass shall be broken, chipped or cracked, no upholstery shall have any cut, tear or burn, there shall be no unrepaired damage to exterior or interior materials that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed from Equipment without damage to paint or Equipment. Frame and structural members including but not limited to loader arms, stick, booms, buckets, frame rails, all ground engaging tools and all attachments will be structurally sound, without breaks, bends, cracks or missing teeth. Cooling, heating and lubrication systems shall not be contaminated and there shall be no leaking between systems. No battery shall have any dead cells, cracked case or be inoperative. All units returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. (b) **Tires:** All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to Lessee. On each unit, the tires shall have no missing or damaged parts or gouges. Also, all tires shall have a minimum of fifty percent (50%) remaining wear. Tires will not be re-treads. (c) **Mechanical Drive Train:** If so equipped, the transmission/hydrostatic drive systems including but not limited to differentials, final drives, will be in good condition and operate quietly without vibrations or leaks. (d) **Electric Drive Train:** If so equipped, the electric drive system including, but not limited to alternators, generators, control systems, motorized wheels, shall have at least fifty (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (e) **Undercarriage:** If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins and bushings, track shoes/pads) shall have at least fifty percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (f) **Engine:** The engine must have been maintained in accordance with manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the Engine to standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby tests. All tests shall be performed by a manufacturer authorized service center (but not by the lessee.) (g) **Brakes:** The brakes shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or other braking components shall be damaged or cracked. (h) **Conveyors:** If so equipped, all conveyors shall be straight with in original manufacturer's specifications and tolerances. All belts and or drag chain assemblies shall be operable and shall have a minimum 50% wear life remaining. (i) **Screeds:** If so equipped, all screeds shall be fully operable including but not limited to heating systems, vibration systems and screed plates. Power assist systems shall be fully operational. Automatic grade and slope devices shall be operable. (j) **Booms:** If so equipped, all booms shall be straight and true within original manufacturers specifications and tolerances. All standard rigging including sheaves, pendants, fairleads necessary for industry standard lift crane and boom trucks shall be returned with each machine. (k) **Hydraulic Equipment:** All hydraulic pumps, cylinders and hoses must be fully operational at rated capacity with no leaks. (l) **Cutter Drums:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the drum shell, end rings, flighting, tooth holders, and cutting teeth. The planetary drive shall be full operational and without leakage or vibration. (m) **Cutter Chains:** If so equipped, cutter drums shall be fully operational with a minimum of 50% wear life remaining on the chain, tooth holders, and cutting teeth. (n) **Documents and Records:** Each such unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, Lessee shall maintain and provide to Lessor written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (o) **Redelivery:** Provide for transportation of the Equipment in a manner consistent with the manufacturer's recommendations and practices to any locations within the continental United States as Lessor shall direct; and shall have the Equipment unloaded at such locations. (p) **Storage:** Provide safe, secure storage for the Equipment for a period of up to (180) one hundred eighty days after expiration or early termination of Lease at location(s) satisfactory to Lessor.

(3) **Inspections:** (a) At your expense, at least ninety (90) days prior to, and not more than one hundred twenty (120) days prior to lease expiration, each item of Equipment must be inspected by a manufacturers authorized maintenance representative or other qualified maintenance provider (acceptable to us) to ensure the Equipment conforms to the return provisions outlined herein. (b) From ninety (90) days prior to the return of the Equipment, you must make the Equipment available to our agent during regular working hours so walk-around appraisals/inspections can be conducted. (c) The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us sixty (60) days prior to the return of the Equipment.

**F. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Master Agreement and any Lease and may be enforced by, and is for the benefit of us and our successors, assigns, affiliates, beneficiaries and all of our and such affiliates', beneficiaries', successors' and assigns' respective directors, shareholders, officers, employees, agents, predecessors, attorneys-in-fact and lawyers.

**G. ANNUAL OPERATING HOURS.** You acknowledge that the Lease Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the FMV Purchase Option described below, should it be determined that the actual number of operating hours for any unit of Equipment (the "Total Operating Hours") exceeds the applicable "Total Permitted Operating Hours" (to be computed by dividing the Annual Operating Hours for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) an excess usage charge which shall be calculated by us by subtracting the Total Permitted Operating Hours from the Total Operating Hours (rounded down to the nearest hour) and multiplying such difference by the corresponding Excess Usage Hourly Charge which is calculated by multiplying 0.000025 times that part of the Total Cost attributable to such unit of Equipment (plus calculating any applicable taxes); plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour meter.

ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO. To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or, Equipment of Soft Costs until executed on behalf of us and you by authorized representatives.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR: MILLER IMPLEMENT CO INC

LESSEE: TWO RIVERS WI, CITY OF

By: \_\_\_\_\_

By: X \_\_\_\_\_

Name: \_\_\_\_\_

Name: X \_\_\_\_\_

Title: \_\_\_\_\_

Title: X \_\_\_\_\_

Attachment: lease agreement Skid Steer (2534 : Recommendation to, Lease one new Skid Steer)

**CITY OF TWO RIVERS  
RESOLUTION LEASE BOBCAT T595**

**WHEREAS**, TWO RIVERS WI, CITY OF (the "Lessee") is a validly existing political subdivision of the State of WI (the "State"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

**WHEREAS**, the City Council of the Lessee (the "Governing Body") has the power under the Laws of the State to lease or purchase personal property for use by the Lessee, and the Governing Body has determined, and hereby determines, that it is in the best interests of the Lessee to enter into a Municipal Lease Agreement with MILLER IMPLEMENT CO INC ("Lessor") which lease will be assigned to Wells Fargo Vendor Financial Services, LLC ("Assignee") pursuant to an assignment by Lessor to Assignee (such Municipal Lease Agreement and Assignment are herein together referred to as the "Lease") for the purpose of financing the acquisition of the equipment (the "Equipment") described in Exhibit A to the Lease, and that the use of such Equipment is essential to the Lessee's proper, efficient and economic operation;

**WHEREAS**, the Governing Body has taken the necessary and appropriate steps under applicable law, including, without limitation, any public bidding requirements, to arrange for the acquisition and financing of the Equipment under the Lease;

**WHEREAS**, the Lease terminates, and the Lessee's obligations thereunder are extinguished, if the Governing Body fails to appropriate money for the ensuring fiscal year for the payment of the amounts due in such fiscal year;

**WHEREAS**, there has been presented to the Governing Body the form of the Lease, including Exhibit A thereto, which the Lessee proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing of the Equipment; and it appears that the Lease and its Exhibit A are in appropriate form and are appropriate instruments for the purposes intended.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:**

Section 1. That all actions of the Lessee in effectuating the Lease are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Lease.

Section 2. That sums be and hereby are allocated from the budget of the Governing Body for the fiscal year ending on 12/31/2020 sufficient to meet all obligations of the Lessee under the Lease, including without limitation Monthly Rent in the amount of \$932.74 per month.

Section 3. The Governing Body hereby approves the acquisition by the Lessee of the Equipment described in Exhibit A to the Lease, such acquisition to be financed by Lessor/Assignee pursuant to and in accordance with the terms of the Lease, which will be a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms. The form and content of the Lease are in all respects authorized, approved and confirmed and the City Manager of the Lessee, or his designee is authorized, empowered and directed to execute and deliver the Lease and the other Documents (as defined in the Lease) for and on behalf of the Lessee in substantially the form attached hereto, but with such changes, modifications, additions or deletions therein as shall to him seem necessary, desirable or appropriate.

BE IT FURTHER RESOLVED THAT this Resolution take effect from and after its passage.

Adopted and recorded this 16th day of March, 2020.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Gregory E. Buckley  
City Manager

Attachment: Resolution Skid Steer Bobcat T595 (2534 : Recommendation to, Lease one new Skid Steer)

# Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is deleted.

## Reporting Information

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

**Project Name:** 2019 MS4 Annual Report

**County:** Manitowoc

**Municipality:** Two Rivers, City

**Permit Number:** S050075

**Facility Number:** 31434

**Reporting Year:** 2019

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary
  - Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment
  - TMDL Attachment
  - Storm Water Consortium/Group Report



- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
  - Storm Water Management Program *(S050075-03 general permittees shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.)*
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory *(S050075-03 general permittees 2.6.1 - inventory due to the department by March 31, 2021.)*
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan *(S050075-03 general permittees 2.6.2 – document due to the department by March 31, 2021.)*
- Sign and Submit form

Do not close your work until you SAVE.

Form 3400-224 (08/19)

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality** Two Rivers, City  
**Facility ID # or (FIN):** 31434  
**Updated Information:** ☐ Check to update mailing address information  
**Mailing Address:** PO Box 87  
**Mailing Address 2:**  
**City:** Two Rivers  
**State:** Wisconsin  
**Zip Code:** 54241      XXXXX or XXXXX-XXXX

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

☐ Select to **create new** primary contact

**First Name:** James  
**Last Name:** McDonald  
☐ Select to **update** current contact information  
**Title:** Dir Public Works/Eng  
**Mailing Address:** 1717 East Park Street  
**Mailing Address 2:**  
**City:** Two Rivers  
**State:** WI  
**Zip Code:** 54241-0087      XXXXX or XXXXX-XXXX  
**Phone Number:** 920-793-5540      Ext:      XXX-XXX-XXXX  
**Email:** jammcd@two-rivers.org

**Additional Contacts Information (Optional)**

- ☐ I&E Program  
☐ IDDE Program

**Individual with responsibility for:**  
(Check all that apply)

- ☐ IDDE Response Procedure Manual  
☒ Municipal-wide Water Quality Plan  
☐ Ordinances  
☒ Pollution Prevention Program  
☒ Post-Construction Program  
☐ Winter roadway maintenance

**First Name:** Scott

**Last Name:** Ahl

**Title:** Civil Engineer II

**Mailing Address:** PO Box 87

**Mailing Address 2:**

**City:** Two Rivers

**State:** WI

**Zip Code:** 54241      XXXX or XXXX-XXXX

**Phone Number:** 920-793-5542      Ext:      XXX-XXX-XXXX

**Email:** scoahl@two-rivers.org

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

☒ Yes   ☐ No

☒ Public Education and Outreach: Mtwc Co. Recycling Facility, Mtwc Co. Cooperative, NEWSC

☒ Public Involvement and Participation: Mtwc Co. Recycling Facility, Mtwc Co. Cooperative, NEWSC

☐ Illicit Discharge Detection and Elimination:

☐ Construction Site Pollutant Control:

☐ Post-Construction Storm Water Management:

☒ Pollution Prevention

☒ Storm Water Management Facility Inspections: McMahon Associates

☐ Public Works Yards and Other Municipally Owned Properties:

☐ Street Sweeping/Cleaning Program:

☐ Catch Basin Sump Cleaning Program:

☐ Leaf Collection Program:

☐ Winter Road Management:

☐ Internal Staff Education & Communication:

☐ Storm Sewer System Map:

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

☐ Yes   ☒ No

Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (08/19)

## Minimum Control Measures- Section 1 : Complete

## 1. Public Education and Outreach

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

Topic: Detection and elimination of illicit discharges			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Informational booth at event	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Website	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Educational activities (School presentations, summer camps, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Active distribution of print media (mailings, newsletters, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors 
 ☒ General Public 
 ☒ Public Employees 
 ☒ Residential 
 ☐ School Groups  
☐ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Informational booth at event	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Website	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors 
 ☒ General Public 
 ☒ Public Employees 
 ☒ Residential 
 ☐ School Groups  
☐ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and

garden fertilizers and pesticides

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Website	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Informational booth at event	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors ☒ General Public ☒ Public Employees ☒ Residential ☐ School Groups  
☐ Business ☐ Developers ☐ Industries ☐ Other:

**Topic:** Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Direct one-on-one communication	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☒ Contractors ☒ General Public ☐ Public Employees ☐ Residential ☐ School Groups  
☐ Business ☐ Developers ☐ Industries ☐ Other:

**Topic:** Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Passive print media (brochures at front desk, posters, etc.)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Informational booth at event	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors ☒ General Public ☒ Public Employees ☒ Residential ☐ School Groups  
☐ Business ☐ Developers ☐ Industries ☐ Other:

**Topic:** Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices

Mechanism	Quantity	Est. People Reached	Regional Effort?
-----------	----------	---------------------	------------------



	(optional)	(optional)	(optional)
<u>Direct one-on-one communication</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☒ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups  
☐ Business
 ☒ Developers
 ☐ Industries
 ☐ Other:

**Topic:** Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No
<u>Passive print media (brochures at front desk, posters, etc.)</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No
<u>Active distribution of print media (mailings, newsletters, etc)</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☒ Contractors
 ☒ General Public
 ☒ Public Employees
 ☒ Residential
 ☐ School Groups  
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

**Topic:** Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Website</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No
<u>Active distribution of print media (mailings, newsletters, etc)</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No
<u>Social media posts</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No
<u>Other</u>	<u>Select...</u>	<u>Select...</u>	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☒ General Public
 ☒ Public Employees
 ☒ Residential
 ☐ School Groups  
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

Select all applicable audiences targeted for this topic.

- ☐ Contractors
 ☐ General Public
 ☐ Public Employees
 ☐ Residential
 ☐ School Groups  
☐ Business
 ☐ Developers
 ☐ Industries
 ☐ Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If

your response exceeds the 250 character limit, attach supplemental information on the attachments page.

## ATTACHMENT

### Missing Information

Do not close your work until you SAVE.

**Note:** For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

### Minimum Control Measures - Section 2 : Complete

#### 2. Public Involvement and Participation

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

Topic: Storm Water Management Plan and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Website	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors 
 ☒ General Public 
 ☒ Public Employees 
 ☒ Residential 
 ☐ School Groups 
 ☒ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

Topic: Storm water related ordinance and/or updates			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Government Event (Public Hearing, Council Meeting, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Website	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors 
 ☒ General Public 
 ☒ Public Employees 
 ☒ Residential 
 ☐ School Groups 
 ☒ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

Topic: MS4 Annual Report			
Mechanism	Quantity	Est. People Reached	Regional Effort?

	(optional)	(optional)	(optional)
Government Event (Public Hearing, Council Meeting, etc)	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Website	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors 
 ☒ General Public 
 ☒ Public Employees 
 ☐ Residential 
 ☐ School Groups  
☒ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

Topic: Volunteer Opportunities			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Clean-up events	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No
Other hands-on event	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic.

- ☐ Contractors 
 ☒ General Public 
 ☒ Public Employees 
 ☐ Residential 
 ☒ School Groups  
☐ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

Select all applicable participants targeted for this topic .

- ☐ Contractors 
 ☐ General Public 
 ☐ Public Employees 
 ☐ Residential 
 ☐ School Groups  
☐ Business 
 ☐ Developers 
 ☐ Industries 
 ☐ Other:

b. Brief Public Involvement and Participation program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

ATTACHMENT

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/19)

## Minimum Control Measures - Section 3 : Complete

### 3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have? 146 ☐ Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program? 32 ☐ Unsure

- c. From the municipality's routine screening, how many were confirmed illicit discharges? 0 ☐ Unsure
- d. How many illicit discharge complaints did the municipality receive? 0 ☐ Unsure
- e. From the complaint received, how many were confirmed illicit discharges? 0 ☐ Unsure
- f. How many of the identified illicit discharges did the municipality eliminate in the reporting year? 0 ☐ Unsure

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure

- ☒ Verbal Warning 0
- ☐ Written Warning (including email) 0
- ☐ Notice of Violation 0
- ☐ Civil Penalty/ Citation 0

Additional Information:

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

## Minimum Control Measures - Section 4 : Complete

### 4. Construction Site Pollutant Control

- a. How many total construction sites were active at any point in the reporting year? 5 ☐ Unsure
- b. How many construction sites did the municipality issue permits for in the reporting year? 5 ☐ Unsure
- c. Do the above numbers include sites <1 acre? ☒ Yes ☐ No ☐ Unsure
- d. How many erosion control inspections did the municipality complete in the reporting year? 25 ☐ Unsure
- e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year. ☐ Unsure
- ☐ No Authority

- ☒ Verbal Warning 2
- ☒ Written Warning (including email) 0
- ☒ Notice of Violation 0
- ☐ Civil Penalty/ Citation
- ☒ Stop Work Order 0
- ☐ Forfeiture of Deposit
- ☐ Other - Describe below

f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

#### ATTACHMENTS

#### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

#### Minimum Control Measures - Section 5 : Complete

##### 5. Post-Construction Storm Water Management

- a. How many sites with new structural storm water management facilities\* have received local approval ? 2 ☐ Unsure  
 \*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.
- b. How many privately owned storm water management facilities were inspected in the reporting year ? 2 ☐ Unsure  
 Inspections completed by private land owners should be included in the reported number.
- c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? ☐ Unsure  
 Check all that apply and enter the number of each used in the reporting year.
- ☐ No Authority
  - ☒ Verbal Warning 0
  - ☒ Written Warning (including email) 0
  - ☒ Notice of Violation 0
  - ☐ Civil Penalty/ Citation
  - ☐ Forfeiture of Deposit



- ☐ Complete Maintenance
- ☐ Bill Responsible Party
- ☐ Other - Describe below

d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report . If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

ATTACHMENT

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

### Minimum Control Measures - Section 6 : Complete

#### 6. Pollution Prevention

Storm Water Management Facility Inspections (ponds, biofilters, etc.) ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities ? 9 ☐ Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year ? 0 ☐ Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? 9 ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

SLOPE STABILIZING, EROSION, VEGETATION, PIPE CONDITION, CLOGGING PIPES

- e. How many of these facilities required maintenance? 2 ☐ Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review) ☐ Not Applicable

- f. How many inspections of municipal properties have been conducted in the reporting year? 10 ☐ Unsure
- g. Have amendments to the SWPPPs been made? ☐ Yes ☒ No ☐ Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - Street Sweeping / Cleaning Program ☐ Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?



☒ Yes ☐ No ☐ Unsure

- j. If known, how many tons of material was removed? 207 ☐ Unsure
- k. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
- ☐ Yes
- ☒ No - Explain the unusual Fall weather restricted frequency
- ☐ Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program* ☒ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- r. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No ☐ Unsure
- s. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- t. Where are the residents directed to store the leaves for collection?
- ☐ Pile on terrace ☒ Pile in street ☐ Bags on terrace ☐ Unsure
- ☐ Other - Describe \_\_\_\_\_
- u. What is the frequency of collection?  
weekly October-December 1 (weather permitting)
- v. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure

Winter Road Management ☐ Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? 127 ☐ Unsure
- x. Provide amount of de-icing products used by month last winter season?

Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	40	100	230	339	120
<u>Sand</u>	0	10	10	25	45	10

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	200	430	1016	1800	667

- y. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No ☐ Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year? ☐ Yes ☒ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

When:

How many attended:

#### Internal (Staff) Education & Communication

- aa. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements? ☒ Yes ☐ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

MS4 Manager Training

When: December 10, 2019

How many attended: 2

- ab. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

Elected Officials

Review & Discussion of Annual Permit

Municipal Officials

Review Individual Requirements

Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Review of individual requirements with Department heads

- ac. Brief Pollution Prevention program information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

ATTACHMENT

#### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (08/19)

#### Minimum Control Measures - Section 7 : Complete

#### 7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year? ☒ Yes ☐ No ☐ Unsure

If yes, check the areas the map items that got updated or changed:

- ☐ Storm water treatment facilities  
☒ Storm pipes  
☐ Vegetated swales  
☐ Outfalls

☐ Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Added storm sewer on 14th Street due to street reconstruction. Also, SEE ATTACHMENTS

## Missing Information

Do not close your work until you SAVE.

Form 3400-224 (08/19)

## Final Evaluation - Complete

## Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
---	--------------------------	-------------------------	-----------------

## Element: Public Education and Outreach

2125	2000	2000	<u>Storm water utility</u>
------	------	------	----------------------------

## Element: Public Involvement and Participation

2500	2000	2000	<u>Storm water utility</u>
------	------	------	----------------------------

## Element: Illicit Discharge Detection and Elimination

1740	10,000	10,000	<u>Storm water utility</u>
------	--------	--------	----------------------------

## Element: Construction Site Pollutant Control

2000	5000	5000	<u>Storm water utility</u>
------	------	------	----------------------------

## Element: Post-Construction Storm Water Management

3637	16,000	15,000	<u>Storm water utility</u>
------	--------	--------	----------------------------

## Element: Pollution Prevention

38,626	3000	5000	<u>Storm water utility</u>
--------	------	------	----------------------------

## Element: Storm Water Quality Management

27,208	5000	5000	<u>Storm water utility</u>
--------	------	------	----------------------------

## Element: Storm Sewer System Map

525	6000	6000	<u>Storm water utility</u>
-----	------	------	----------------------------

Other (describe)

**LEAF COLLECTION**

61,779	75,000	80,000	Storm water utility
--------	--------	--------	---------------------

**Other (describe)****STREET SWEEPING**

27,133	33,600	33,600	Storm water utility
--------	--------	--------	---------------------

**Other (describe)****NEWSC fees**

1720	15,000	15,000	Storm water utility
------	--------	--------	---------------------

**Other (describe)****SYSTEM MANAGEMENT**

62,726	15,000	15,000	Storm water utility
--------	--------	--------	---------------------

Please provide a justification for a "0" entered in the Fiscal Analysis

**Water Quality**

**a:** Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

☐ Yes ☒ No ☐ Unsure      If Yes, explain below:

**c:** Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

☐ Yes ☒ No ☐ Unsure

**d:** Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

☒ Yes ☐ No ☐ Unsure

**Additional Information**

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 250 character limit, attach supplemental information on the attachments page.

Continuing to monitor system procedures and revise, when/where necessary, with further development of proposed ponds.



Do not close your work until you SAVE.

Form 3400-224 (08/19)

### Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- ☐ Public Education and Outreach
- ☐ Public Involvement and Participation
- ☐ Illicit Discharge Detection and Elimination
- ☐ Construction Site Pollutant Control
- ☐ Post-Construction Storm Water Management
- ☐ Pollution Prevention
- ☐ Storm Water Quality Management
- ☐ Storm Sewer System Map
- ☐ Water Quality Concerns
- ☐ Compliance Schedule Items Due
- ☐ MS4 Program Evaluation

Do not close your work until you **SAVE**.

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

\*Required Item

**Note:** To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

## Storm Sewer System Map

 File Attachment

## Attach - Other Supporting Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

### Attach - Permit Compliance Documents

#### EO Program

 File Attachment

[SEC1forMS4.pdf](#)

#### IP Program

 File Attachment

[SEC2forMS4PUBINVOLVEMENTPARTIC.pdf](#)

#### IDDE Program

 File Attachment

[SEC3forMS4Illicit.pdf](#)

#### CS Program

 File Attachment

[SEC4forMS4ConstSitePollutioncontrol.pdf](#)

#### PCSSW Program

 File Attachment

[SEC5forMS4Post-ConstStormWaterMgmt.pdf](#)

#### PP BMPInsp

[SEC6forMS4PollutionPrev.pdf](#)

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

## Missing Information

### Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[Draft and Share PDF Report with Municipality's Governing Body](#)

Do not close your work until you SAVE.

### Complete and Submit Your Application

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: Complete

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Required- Has Missing Items- *Storm Sewer map*

Final Evaluation: Complete



**RESOLUTION \_\_-2020****URBAN NON-POINT SOURCE & STORMWATER GRANT PROGRAM  
CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN**

**WHEREAS**, the City of Two Rivers is interested in obtaining a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban stormwater runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

**WHEREAS**, a cost-sharing grant is required to carry out the project:

**THEREFORE, BE IT RESOLVED**, that the City of Two Rivers

**HEREBY AUTHORIZES**, the City Public Works Director to act on behalf of the City of Two Rivers to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the City of Two Rivers and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

**BE IT FURTHER RESOLVED** that the City of Two Rivers shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 16<sup>th</sup> day of March, 2020.

I hereby certify that the foregoing resolution was duly adopted by the Two Rivers City Council at a legal meeting on this 16<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Curt Andrews, City Council President

ATTEST:

\_\_\_\_\_  
Kim Graves, City Clerk





Manitowoc County, WI



**McMAHON**  
ENGINEERS ARCHITECTS  
McMAHON ASSOCIATES, INC.

FIGURE 1  
**20th STREET POND**  
CITY OF TWO RIVERS  
MANITOWOC COUNTY, WISCONSIN



## RESOLUTION \_\_\_\_-2020

**URBAN NON-POINT SOURCE & STORMWATER GRANT PROGRAM  
CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN**

**WHEREAS**, the Wisconsin DNR has determined that excessive phosphorus is impacting surface water quality and designated uses for the East Twin River; and

**WHEREAS**, the City of Two Rivers desires to construct the Eggers Pond in order to help reduce excess phosphorus discharging into the East Twin River; and

**WHEREAS**, the Eggers Pond project will assist the City with NR 216 Stormwater Permit and future Total Maximum Daily Load compliance; and

**WHEREAS**, the City previously conducted public education and outreach activities with landowners located in the immediate project area and the City discussed the Eggers Pond project during a City Council meeting; and

**WHEREAS**, the local-share funds for the Eggers Pond project are already included specifically in the City's adopted budget and the City has included the project's anticipated costs in its adopted Capital Improvement Plan; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Two Rivers hereby supports submittal of an Urban Non-Point Source & Storm Water (UNPS&SW) Construction Grant Application to the Wisconsin Department of Natural Resources (DNR) for the Eggers Pond project.

Adopted this 16<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Curt Andrews, City Council President

ATTEST:

\_\_\_\_\_  
Kim Graves, City Clerk

Attachment: Eggers Pond Resolution 2-2020 SW Grant (2552 : DNR Grant Application - Eggers Pond)

LRB-2011/1

ARG:cdc

Signed by Gov. Evers  
March 2020

2019 - 2020 LEGISLATURE

## 2019 SENATE BILL 203

May 8, 2019 - Introduced by Senators KAPENGA, KOOYENGA, NASS, STROEBEL and WANGGAARD, cosponsored by Representatives KNODL, BALLWEG, DUCHOW, KITCHENS, KURTZ, MURSAU, PLUMER, ROHRKASTE, SANFELIPPO, SCHRAA, SKOWRONSKI, SPIROS, STEFFEN, SUBECK, TITTL and ZIMMERMAN. Referred to Committee on Public Benefits, Licensing and State-Federal Relations.

**AN ACT** to amend 125.17 (1), 125.17 (4) (intro.), 125.17 (5) (b), 125.17 (6) (a) (intro.) and 125.17 (6) (b) of the statutes; relating to: issuance by municipalities of alcohol beverage operator's licenses.

### *Analysis by the Legislative Reference Bureau*

This bill allows a municipal governing body to delegate authority to issue operator's licenses (commonly referred to as "bartender's licenses") to a designated municipal official.

Under current law, a municipal governing body must issue an operator's license to a qualified applicant. Although a person is not required to hold an operator's license to provide alcohol beverages on retail licensed premises, a retail licensee may not be open for business unless the licensee, the designated agent of a corporate licensee, or a person who possesses an operator's license or manager's license is present and responsible for the acts of all persons providing alcohol beverages on the premises.

This bill allows the governing body of a municipality, by ordinance, to authorize a designated municipal official to issue operator's licenses.

***The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:***

**SECTION 1.** 125.17 (1) of the statutes is amended to read:

125.17 (1) AUTHORIZATION. Every municipal governing body shall issue an operator's license to any applicant who is qualified under s. 125.04 (5), except that the municipal governing body may by ordinance authorize a designated municipal official to issue operator's licenses. Operators' licenses may not be required other than for the purpose of complying with ss. 125.32 (2) and 125.68 (2) or s. 125.06 (3g). Operators' licenses may be issued only upon written application.

**SECTION 2.** 125.17 (4) (intro.) of the statutes is amended to read:

125.17 (4) TEMPORARY LICENSE. (intro.) Any municipal governing body or designated municipal official may issue a temporary operator's license under the

Attachment: Senate Bill 203 Gov Evers (2554 : Beverage Operator Licenses)

10 terms of subs. (1) to (3), except that:

11 **SECTION 3.** 125.17 (5) (b) of the statutes is amended to read:

12 125.17 (5) (b) A provisional license may be issued only to a person who has  
13 applied for an operator's license under sub. (1). A provisional license may not be  
14 issued to any person who has been denied a license under sub. (1) by the municipal  
15 governing body or designated municipal official.

16 **SECTION 4.** 125.17 (6) (a) (intro.) of the statutes is amended to read:

17 125.17 (6) (a) (intro.) Except as provided in par. (b), no municipal governing  
18 body or designated municipal official may issue an operator's license unless the  
19 applicant has successfully completed a responsible beverage server training course  
20 at any location that is offered by a technical college district and that conforms to  
21 curriculum guidelines specified by the technical college system board or a  
22 comparable training course, which may include computer-based training and  
23 testing, that is approved by the department or the department of safety and  
24 professional services, or unless the applicant fulfills one of the following  
25 requirements:

1 **SECTION 5.** 125.17 (6) (b) of the statutes is amended to read:

2 125.17 (6) (b) A municipal governing body or designated municipal official shall  
3 issue a provisional operator's license to a person who is enrolled in a training course  
4 under par. (a) and who meets the standards established by the municipality by  
5 ordinance, if any. The municipal governing body shall revoke that license if the  
6 applicant fails successfully to complete the course in which he or she enrolls.

7 (END)

**Parks and Recreation Department**

Hamilton Community House  
1520 17<sup>th</sup> Street  
Two Rivers WI 54241-0087  
Office (920) 793-5592  
Senior Center (920) 793-5596  
Fax (920) 793-5529

Date: March 11, 2020  
To: Greg Buckley  
From: Al Schaefer  
Subject: Relay for life Noise Ordinance Waiver

I am requesting the following waiver of the Noise Ordinance.

**Noise Ordinance for Friday July 24, 2020 Music to end at 11:00 PM**

Relay for Life of the Lakeshore is moving their fundraising event from Two Rivers High School to Downtown Two Rivers, Central Park on July 24, 2020. The group has asked for a waiver to host a band playing music in the pavilion until 11:00 PM. The event is open to the public.

Thank you for your consideration.

Attachment: Noise Waiver-Relay for Life (2541 : Noise Waiver Relay for Life)

## CITY OF TWO RIVERS RIGHT-OF-WAY PRIVILEGE AGREEMENT

This Agreement made by and between the City of Two Rivers, Wisconsin, a municipal corporation hereinafter referred to as ACity@ and Riverside Seafood, Inc., hereinafter referred to as AOwner@.

The parties hereto agree as follows:

1. Grant. Pursuant to Wis. Stats. '66.0425, the City hereby grants to Owner the privilege to use a portion of sidewalk or street right-of-way for the purpose of off-street parking serving the Owner's food processing facility at 2511 Wilson Street.

This privilege is given with respect to the nine parking stalls located in the northwest corner of the premises at 2511 Wilson Street which encroach approximately ten feet into the Wilson Street right-of-way as depicted in Exhibit A attached hereto and made a part hereof.

The private property that is subject of the privilege is located at 2511 Wilson Street, and is further described as:

All of Block 2 in LeClair's Addition, City of Two Rivers, Manitowoc  
County, Wisconsin. Tax Parcel 053-138-002-051.02

This privilege is granted upon recommendation of the Plan Commission of the City of Two Rivers. Further, this privilege is granted in consideration of the fact that the nine parking stalls have encroached into the public right-of-way for several years.

This Grant is made solely to the Owner and its successors and assigns to the property; and does not constitute a grant of privilege to any other person or for any other purpose.

2. Liability. By acceptance of this grant, Owner pursuant to Wis. Stats. '66.0425(2) to be primarily liable for any damages to person or property by reason of the granting of this privilege, and as consideration for this privilege, further agrees to obtain and maintain in effect for the duration of this grant liability insurance covering injuries to persons or property with a limit of not less than \$100,000 per person, \$500,000 per occurrence to insure this obligation.

3. Termination. This Agreement shall terminate immediately should the Owner fail to maintain the property described in Paragraph 1 for the purpose granted. In addition, the City shall have the right to terminate this Agreement upon ten (10) days written notice to the Owner. Such notice is to be delivered in the manner required by statute for the service of a Summons or by certified mail at the option of the City.

Notice as provided for this Agreement if sent by certified mail, shall be sent to the Owner at 2511 Wilson Street, Two Rivers, WI 54241, unless Owner has notified the City of a different address by certified mail, return receipt requested, addressed to the City, c/o the City Manager at 1717 East

Park Street, Two Rivers, WI 54241. Notice shall be deemed given upon mailing.

4. Removal. Owner agrees that Owner shall be obligated to remove the improvements on the premises for which this Grant is made upon ten (10) days notice by the City. Owner agrees that Owner shall be entitled to no damages for removal of said improvements. If Owner fails to so remove such improvements upon due notice, the improvements shall be removed by the City at Owner's expense and if Owner fails to pay for such costs they shall be placed against the property as a special charge assessment.

5. Waiver. Owner specifically waives Owner's right to contest in any manner the validity of this Agreement under Wis. Stats. '66.0425, or the amount of compensation charged.

6. Parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their successors and assigns. This Agreement shall also be deemed to be a covenant running with the land of the above-described property owned by Owner which is immediately adjacent to the sidewalk or street right-of-way over which this privilege is granted.

7. Implementation. This Agreement shall not be effective until it has been executed by the authorized person for the City and Owner. Failure to properly execute this Agreement makes the Agreement null and void.

Dated this 16th day of March, 2020.

CITY OF TWO RIVERS

\_\_\_\_\_  
Gregory E. Buckley  
City Manager

\_\_\_\_\_  
Kim M. Graves  
City Clerk

STATE OF WISCONSIN     )  
  ) SS  
MANITOWOC COUNTY     )

Personally came before me this 16th day of March, 2020, the above-named Gregory E. Buckley and Kim M. Graves known to me to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Vicky L. Berg  
Notary Public, State of Wisconsin  
My commission expires: 05/08/2021

Attachment: Riverside.ROW (2536 : 2511 Wilson St - ROW Agreement)



RIVERSIDE SEAFOOD, INC.

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name & Title)

STATE OF WISCONSIN )  
 ) SS  
MANITOWOC COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above-named \_\_\_\_\_ known to me to be the person who executed the foregoing instrument and acknowledged the same.

Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

This Instrument was drafted by:  
Attorney John M. Bruce  
West & Dunn

**Attachment: Riverside.ROW (2536 : 2511 Wilson St - ROW Agreement)**

APPLICANT JOHN Durbrow TELEPHONE 312-493-1114

MAILING ADDRESS 9601 LAKE SHORE ROAD, NEWTON, WI 53063  
(Street) (City) (State) (Zip)

PROPERTY OWNER Van der Brohe Arboretum, Inc. TELEPHONE 920-726-4851

MAILING ADDRESS 9601 LAKESHORE ROAD, NEWTON, WI 53063  
(Street) (City) (State) (Zip)

trail system	✓
& temp parking	

\_\_\_\_\_ Conditional Use Zoning

\_\_\_\_\_ Annexation Request

\_\_\_\_\_ Variance/Board of Appeals

Other

STATUS OF APPLICANT: ☐ Owner ☒ Agent ☐ Buyer ☐ Other

PROJECT LOCATION Lincoln Ave TYPE OF STRUCTURE DUA

PRESENT ZONING R-1 REQUESTED ZONING C-2

PROPOSED LAND USE ARBORETUM, ART PARK, NATURE CENTER

PARCEL # 05322540403006 ACREAGE 65.04

LEGAL DESCRIPTION ~~(SEE ATTACHED)~~ L+2 C8m V33 P299

**NOTE: Attach a one-page written description of your proposal or request.**

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed John Durbrow; Director Date 2/27/2020  
(Property Owner) VDBA Inc.

### Schedule

\$ 350	Comprehensive Plan Amendment
\$ t/b/d	Site/Architectural Plan Approval - See Sec 11-1-10(c)(10)
\$ t/b/d	CSM Review (\$10 lot/\$30 min)
	Subdivision Plat (fee to be determined)
\$ 350	Zoning District Change
\$ 350	Conditional Use Zoning
\$ t/b/d	Annexation Request - State Processing Fees Apply
\$ 350	Variance/Board of Appeals
\$ t/b/d	Other

Application Submittal Date 02-28-20

Date Fee(s) Paid 02-28-20

Plan(s) Submittal Date na

Plan Comm Appearance 03-09-28

\$ 350 TOTAL FEE PAID

APPLICATION, PLANS &amp; FEE RECEIVED BY

11/22/16, 03/25/13, 01/01/06  
Land Development Application.doc

## Van der Brohe Arboretum and Bird Sanctuary

### Request for Zoning Change

#### Overview:

Van der Brohe Arboretum, Inc. (VDBA) is a nascent organization formed to develop and manage a 65 acre natural area, bird sanctuary, and art park, as a broadly educational venue allowing for contemplation and passive recreation. As a public garden, the arboretum is mission-based to maintain a collection of trees for the purpose of education, research, conservation, and public display. As a restored forest and assemblage of shrubs which provide shelter and sustenance to the avian community, the arboretum becomes an important link in the migratory pathway. Consistent with the classical garden tradition, the ground will provide a setting for the display of public art and expand the realm of educational opportunities.

#### Past:

Land has been purchased by a donor and conveyed to the Van der Brohe Arboretum, which has obtained 501.c.3. status. The corporate entity has been formed with all required documentation and an initial Board of Directors. A web presence has been established at [www.vanderbrohearboretum.org](http://www.vanderbrohearboretum.org). A professional landscape design firm was engaged to develop a Master-plan for the arboretum. Their deliverables will form the basis for a public announcement, and the solicitation of additional funding.

#### Present:

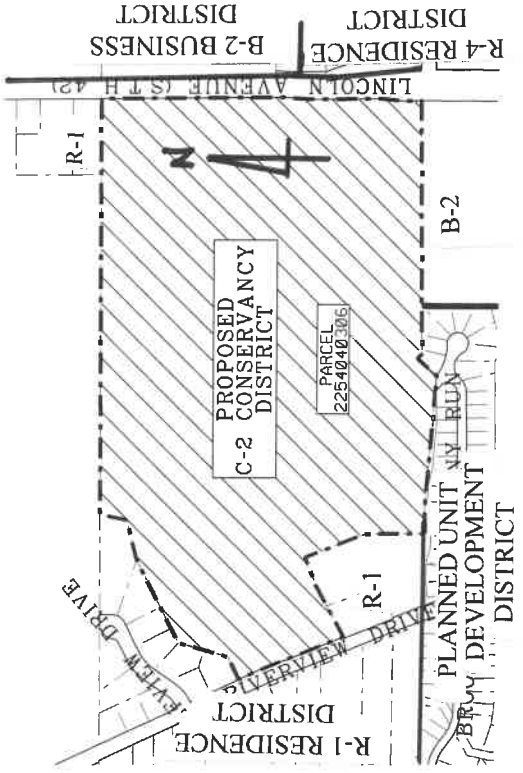
Developing an arboretum is a very long term enterprise. The trail network which will guide plantings is currently being installed. The preparations for conversion to prairies and pollinator meadows will begin in spring of 2020.

#### Planned:

##### Arboretum

Initial planning for an Arboretum must by necessity consider terms of several hundred years. The typical arboretum exists in a variety of permutations, inclusive of prairie settings and a variety of horticultural displays, but many can serve as a model for the Van der Brohe Arboretum. Planning for the installation of an arboretum must therefore consist of many parallel steps which may not necessarily be sequential. Several obvious development paths which will inform the activities of growing the VDBA are:

- Adopt a Master-plan
- Begin initial site layout through mowing and minimal site grading
- Create entry and parking lot
- Begin Planting trees
- Plant areas of understory
- Establish upgraded pathways
- Formalize the wetland scrapes and ponds
- Plan and develop Educational and Interpretive center
- Develop memorial plantings program
- Establish research programming
- Install habitat and forage thickets
- Plan and install artistic installations



**EXISTING LAND USES IN THE C-2 CONSERVANCY DISTRICT**

*(Proposed Change in Bold Italics)*

The purpose of the C-2 Conservancy District is to preserve and protect historic, natural, scenic and scientific areas.

10-1-20(c) C-2 CONSERVANCY DISTRICT

(1) Principal Permitted Uses

- (a) Arboretum
- (b) Drainage, water measurement, water control facilities and pond building
- (c) Educational facilities
- (d) Hiking, biking and cross-country ski trails including construction and maintenance of trails and bridges
- (e) Nature center
- (f) Public parks, park buildings, utilities and public parking
- (g) Wild crop harvesting
- (h) Wildlife management
- (i) Wildlife preserves

(2) Conditional Uses

- (a) ***Event Facility/Assembly Hall***
- (b) Solar garden, free standing
- (c) Wind energy system, small and commercial

(3) Prohibited Uses

- (a) Uses which involve dumping and filling; removing sand, mineral, soil or peat; any other use that disturbs the natural fauna, flora, watercourse, water regimen or topography; also, no structure is permitted except those housing services accessory to the principal or conditional use

## ORDINANCE

**AN ORDINANCE** to amend Municipal Code Section 10-1-20(c)(2) to include 'Event Facility/Assembly Hall" as a conditional use in the C-2 Conservancy District in the City.

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That Section 10-1-20(c)(2) of the Municipal Code shall hereby be amended as follows:

(a) Event Facility/Assembly Hall

and to renumber subsequent sections as appropriate.

**SECTION 3.** This ordinance shall take effect and be in force from and after its date of passage and publication of same.

Dated this 6th day of April, 2020

\_\_\_\_\_  
Curt Andrews  
President, City Council

\_\_\_\_\_  
Gregory E. Buckley  
City Manager

Attest:

\_\_\_\_\_  
Kim M. Graves  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney



APPLICANT David O'Brien (Bayland Buildings) TELEPHONE \_\_\_\_\_

MAILING ADDRESS P.O. Box 13571 Green Bay Wi 54307  
(Street) (City) (State)

PROPERTY OWNER Riley Haupt TELEPHONE                     

MAILING ADDRESS PO Box 1453 Manitowish WI 54220  
(Street) (City) (State) (Zip)

<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Conditional Use Zoning
<input type="checkbox"/> Site/Architectural Plan Approval	<input type="checkbox"/> Annexation Request
<input type="checkbox"/> Subdivision Plat or CSM Review	<input type="checkbox"/> Variance/Board of Appeals
<input checked="" type="checkbox"/> Zoning District Change	<input type="checkbox"/> Other

PROJECT LOCATION 1121 Adams St TYPE OF STRUCTURE For new culvers (Parking Lot)

PRESENT ZONING R-3 Residential REQUESTED ZONING D-1

PROPOSED LAND USE Aquaria for new Culvers (Parkway lot)

PARCEL # 153A0002901.006 ACREAGE 6.300 SF +/-

LEGAL DESCRIPTION: Orig Plat W10' of N90' L+5 & N90' L+6 01K29

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed Riley Haupt (Property Owner) Date 02/21/2020

\$ 350	Comprehensive Plan Amendment
\$ t/b/d	Site/Architectural Plan Approval - See Sec 11-1-10(c)(10)
\$ t/b/d	CSM Review (\$10 lot/\$30 min)
\$ 350	Subdivision Plat (fee to be determined)
\$ 350	Zoning District Change
\$ 350	Conditional Use Zoning
\$ t/b/d	Annexation Request - State Processing Fees Apply
\$ 350	Variance/Board of Appeals
\$ t/b/d	Other

Application Submittal Date 02-24-20  
Date Fee(s) Paid 02-24-20  
Plan(s) Submittal Date + 1 bid  
Plan Comm Appearance 03-09-20

\$350 TOTAL FEE PAID

APPLICATION, PLANS &amp; FEE RECEIVED BY

11/22/16, 03/25/13, 01/01/08  
Land Development Application.doc

**R-3 1&2 FAMILY  
RESIDENCE DISTRICT**

**R-3 1&2 FAMILY  
RESIDENCE DISTRICT**

9

1518

1514

**B-1 BUSINESS  
DISTRICT**

2206



TWENTY-SECOND STREET (STH 147)

**R-3 1&2 FAMILY  
RESIDENCE DISTRICT**

ADAMS STREET

2121

**B-1 BUSINESS DISTRICT**

1519

1515

1511

2116

2119

2114

2111

2110

2109

1516

1512

1510

**R-3 1&2 FAMILY  
RESIDENCE DISTRICT**

1506

2106

Attachment: 2121 Adams St zoning (2539 : Lincoln Ave R-1 to C-2 Durbrow)

## ORDINANCE

*DRAFT*

**AN ORDINANCE** to amend the District Map of the City of Two Rivers, Wisconsin, made part of Section 10-1-3(a)(1) of the Municipal Code:

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That the District Map of the City of Two Rivers, Wisconsin, made a part of Section 10-1-3(a)(1) of the Municipal Code be and the same is hereby amended in the following respects:

Original Plat, The West 10 feet of the North 90 feet of Lot 5 and the North 90 feet of Lot 6, Block 29 in the City of Two Rivers, Manitowoc County, Wisconsin

is hereby zoned B-1 Business District.

The above described property contains 0.14 acres of land, more or less.

**SECTION 2.** This ordinance shall take effect and be in force from and after its date of passage and publication.

Dated this 6th day of April, 2020.

\_\_\_\_\_  
Curt Andrews  
President, City Council

\_\_\_\_\_  
Gregory E. Buckley  
City Manager

Attest:

\_\_\_\_\_  
Kim M. Graves  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney

Attachment: 2121 Adams St zoning (2539 : Lincoln Ave R-1 to C-2 Durbrow)



# LAND DEVELOPMENT APPLICATION

APPLICANT BASU DEV ADHIKARI

TELEPHONE \_\_\_\_\_

MAILING ADDRESS 810 N. 14<sup>TH</sup> ST.  
(Street)

SHERBOYDAN  
(City)

WI  
(State)

53081  
(Zip)

PROPERTY OWNER Virginia L Craven

TELEPHONE \_\_\_\_\_

MAILING ADDRESS 1609A Monroe St  
(Street)

Two Rivers  
(City)

WI  
(State)

54241  
(Zip)

REQUEST FOR:

- ☐ Comprehensive Plan Amendment  
☐ Site/Architectural Plan Approval  
☐ Subdivision Plat or CSM Review  
☐ Zoning District Change

- ☒ Conditional Use Zoning  
☐ Annexation Request  
☐ Variance/Board of Appeals  
☐ Other

STATUS OF APPLICANT: [ ] Owner [ ] Agent [ ☒ ] Buyer [ ] Other

PROJECT LOCATION 1603/1609 MONROE ST.

TYPE OF STRUCTURE WOOD FRAME

PRESENT ZONING B-2

REQUESTED ZONING B-2 w/ C.U.P.

PROPOSED LAND USE CONVENIENCE STORE / gas station

PARCEL # 1603-1609 MONROE ST.

ACREAGE Approx. 0.7 AC

LEGAL DESCRIPTION Lots 1 + 2 CSM V32 P133 + original Plat L+9 + W20' L+10 BIK64

NOTE: Attach a one-page written description of your proposal or request.

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed Virginia L. Craven  
(Property Owner)

Date 2/24/20

## Fee Required

- \$ 350 Comprehensive Plan Amendment  
 \$ 1/b/d Site/Architectural Plan Approval - See Sec 11-1-10(c)(10)  
 \$ 1/b/d CSM Review (\$10 lot/\$30 min)  
 \$ 350 Subdivision Plat (fee to be determined)  
 \$ 350 Zoning District Change  
 \$ 350 Conditional Use Zoning  
 \$ 1/b/d Annexation Request - State Processing Fees Apply  
 \$ 350 Variance/Board of Appeals  
 \$ 1/b/d Other

## Schedule

Application Submittal Date 02-24-20  
 Date Fee(s) Paid 02-24-20  
 Plan(s) Submittal Date +1bid  
 Plan Comm Appearance 03-09-20

\$ 350 TOTAL FEE PAID

APPLICATION, PLANS & FEE RECEIVED BY VP



Feb 24, 2020

City of Two Rivers – Plan Commission

Re: Conditional Use application for Dev Adhikari – Tidy Store of Two Rivers

Dear Members of Two Rivers Plan Commission:

**Request:** Applicant is asking for permission to develop the corner of 1603/1609 Monroe Street and 16<sup>th</sup> Street (North East Corner). Current zoning of property is B-2. Convenience Store / Gas Station is a considered a Conditional Use in that zoning. This request is for the Conditional Use Zoning Only. Detailed construction plans will follow when zoning is approved.

**Planned Improvements:**

- Demolish existing structures
- Construct new 4,000 – 5,000 SF Convenience store
- Add 3 or 4 island petroleum gas service and canopy
- Blacktop parking area, concrete sidewalk and curbing as needed.
- New exterior lighting, landscaping, signage, and Stormwater as needed.

**On-Site Operation:**

- Normal C-Store sales including beer and liquor, gas, beverages, sundries, etc...
- Possible future fast-food feeder – (No current agreement or plans.)
- Hours will be 5am – Midnight each day of week
- 4 Full time employees and 4 part time employees
- Approx. 1,000 visits per day including vendors and customers

**ADDRESS**

P.O. Box 620, Kaukauna, WI 54130-0620

**PHONE**

920-766-5795 1-800-236-2534 920-766-5004

**FAX**

**WEB SITE**

[www.kellerbuilds.com](http://www.kellerbuilds.com)

Attachment: Monroe St CUP (2540 : Monroe St CUP - Gas Station/Convenience Store)



SHEET INDEX

C1.0 SITE PLAN

PROJECT INFORMATION

APPLICABLE BUILDING CODE  
2015 INTERNATIONAL BUILDING CODE (WITH WISCONSIN AMENDMENTS)  
ASHRE STANDARD 90.1-2013

BUILDING CONTENT

BUILDING & FIRE AREA SQUARE FOOTAGES			
FLOOR AREAS	EXISTING	NEW	SUB-TOTAL
SECOND FLOOR	— S.F.	— S.F.	— S.F.
FIRST FLOOR	— S.F.	— S.F.	— S.F.
CANOPIES (COLUMN SUPPORTED)	— S.F.	— S.F.	— S.F.
BASEMENT	— S.F.	— S.F.	— S.F.
BUILDING AREA SUB-TOTALS	— S.F.	— S.F.	— S.F.
MEZZANINES	— S.F.	— S.F.	— S.F.
FIRE AREA TOTALS	— S.F.	— S.F.	— S.F.

HIGH PILE STORAGE YES/NO  
FIRE ALARM SYSTEM YES/NO

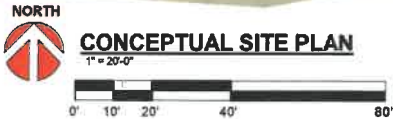
OCCUPANCY  
7-7  
NON SEPARATED

CONSTRUCTION CLASSIFICATION  
TYPE 7B CONSTRUCTION  
SPRINKLED YES/NO  
FIREWALL YES/NO

ALLOWABLE AREA  
TABULAR FLOOR AREA: — S.F.  
FRONTAGE INCREASE: — S.F.  
SPRINKLER INCREASE: — S.F.  
TOTAL ALLOWABLE AREA: — S.F.  
ALLOWABLE FIRE AREA: — S.F.

BUILDING/SITE CONTENT  
BUILDING SIZE — S.F. —-%  
HARD SURFACE — S.F. —-%  
GREEN SPACE — S.F. —-%  
PARCEL SIZE (APPROX.) — S.F. — ACRES  
PARKING PROVIDED — STALLS (1 STALL — S.F.)

ZONING INFORMATION  
ZONING: —  
FRONT YARD SETBACK: —'  
SIDE YARD SETBACK: —'  
REAR YARD SETBACK: —'



THE LOT DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN ARE INTERPRETED VALUES. FOLLOW UP INVESTIGATION WITH STATE AND LOCAL AUTHORITIES AND/OR WITH CERTIFIED SURVEY MAP DATA WHEN AVAILABLE IS REQUIRED.

PROPOSED FOR:

TIDY STORE

TWO RIVERS,

WISCONSIN



**Keller**  
PLANNERS | ARCHITECTS | BUILDERS

**FOX OTTUM**  
1024 Main Road SE  
P.O. Box 528  
Madison, WI 53720  
PHONE: 608 766-6700 /  
1-800-525-8284  
FAX: 608 766-8284

**MADISON**  
771 1st St. S.  
Rm. 200, WI 53703  
PHONE: 608 261-2387  
FAX: 608 261-2387

**MILWAUKEE**  
1000 N. 1st St.  
Oconomowoc, WI 53022  
PHONE: 262 325-4770  
1-800-236-3334  
FAX: 262 325-4740

**WAUSAU**  
8000 18th Ave  
Wausau, WI 54981  
PHONE: 715 848-6141  
FAX: 715 848-6141

www.kellerbuilds.com

PROPOSED FOR:

**TIDY STORE**

WISCONSIN

TWO RIVERS,

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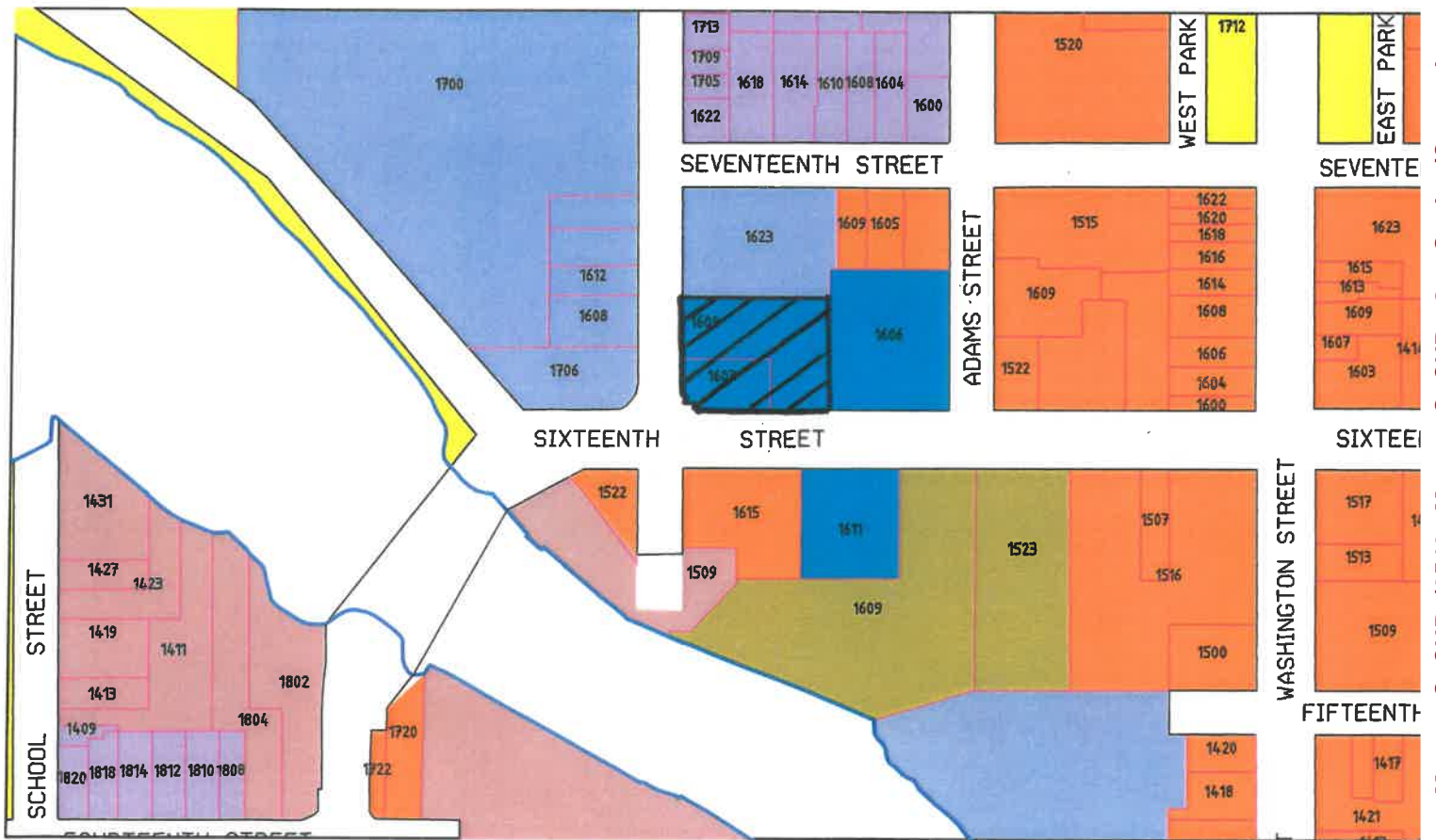
PROJECT MANAGER:  
D. SCHWALBE  
DESIGNER:  
T. TISLAU  
DRAWN BY:  
EXPEDITOR:  
SUPERVISOR:  
PRELIMINARY NO:  
CONTRACT NO:

DATE:  
FEBRUARY 27, 2020

SHEET:  
**C1.0**

PRELIMINARY - NOT FOR CONSTRUCTION





### LEGEND

District Zoning Map 2020  
Zoning as of January 1, 2020

#### Conservancy Districts

- C-1 Conservancy
- C-2 Conservancy

#### Residential Districts

- R-1 1-Family Residential
- R-2 1-2 Family Residential
- R-3 1-2 Family Residential
- R-4 Multi-Family Residential
- CSD Conservation Subdivision District
- PJD Planned Unit Development
- PDD Planned Development District
- TND Traditional Neighborhood Development

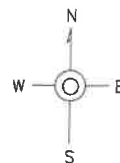
#### Business Districts

- B-1 Business District
- B-2 Business District
- B-3 Business District
- IPF Institutional/Public Facilities District
- OSB Office Service Business District
- WFB Waterfront Business District

#### Industrial Districts

- I-1 Industrial District
- I-2 Industrial District
- I-3 Industrial District

City Limits



**CONDITIONAL USE  
PERMIT  
City of Two Rivers**

Document Number

Permit No. 2020-03

DRAFT

Before the City Council of the City of Two Rivers, Manitowoc County, Wisconsin, regarding two parcels at the northeast corner of 16th and Monroe Street (address to be assigned at a later date) in the City of Two Rivers, Manitowoc County, State of Wisconsin, further described as:

Lot 1 of Certified Survey Map recorded in Volume 32, Page 233 and Original Plat, Lot 9 and the West 20 feet of Lot 10, Block 64; and Lot 2 of Certified Survey Map recorded in Volume 32, Page 233

Inspections Department  
City of Two Rivers  
PO Box 87  
Two Rivers, WI 54241-0087

Parcel ID Numbers: 000-064-070-1 & 000-064-081-8

Zoning Classification of the Premises is: B-2 Business District/Conditional Use for Gas Station including a Convenience Store  
Mailing Address of the Premises is: Tidy Store of Two Rivers, c/o Basu Dev Adhkari, 810 N 14th St, Sheboygan WI 53081

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statute, state that the premises may not be used for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the City Council of the City of Two Rivers having determined that by reason of the particular nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, permit of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, it is permitted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of the operation of a gas station including a convenience store.

Permitted by action of the City Council of the City of Two Rivers on April 6, 2020.

Original filed in the office of the City Clerk of the City of Two Rivers, Wisconsin

The Conditions of this Permit are:

1. This Permit shall become effective upon the execution and recording by the Owner of the Premises as acceptance hereof.
2. This Permit shall be void unless proper application, pursuant to the Building and Zoning Codes of this Municipality, for appropriate Building and Zoning Use Permits in conformity to this Permit, is made within twelve (12) months of the date hereof.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Municipality.
4. Construction and operation of the use permitted shall be in strict conformity to the approved Site, Architectural, Lighting and Landscaping Plans and such plans are incorporated herein by reference as if set forth in detail herein.
5. Any substantial change or expansion of the facilities permitted by the initial issuance of this Permit would require approval by the Planning Commission and City Council as an amendment to this Permit.
6. This Permit is specifically issued to Basu Dev Adhikari d/b/a Tidy Store of Two Rivers and shall lapse upon a change in ownership or tenancy of the subject premises; or if the land uses ceases operation for more than 12 months.
7. Conditions of Operations:
  - a. Hours of operation: 5AM - Midnight, Monday - Sunday.
  - b. The sale of fuel at pumps is allowed 24 hours per day with pay-at-the-pump fuel dispensers.
  - c. Any outdoor display of merchandise shall be limited to on the fuel islands beneath the canopy not exceeding three feet in height; and immediately adjacent to the front wall of the building not exceeding the height of the window base.
  - e. A separate Conditional Use Permit shall be required for any land use which would include a drive-thru component.
  - f. Inspection by the TRFD prior to opening for business.
  - g. Signage in accord with the City's Sign Code.
  - h. All landscaping plantings shall be maintained and kept in good health or be replaced; and, all landscaped areas shall be maintained in such a manner to be free of weeds.
  - i. Combining the parcels into a single parcel.

Attachment: Monroe St CUP (2540 : Monroe St CUP - Gas Station/Convenience Store)